



CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Meeting  
Agenda  
February 16, 2023  
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 January 19<sup>th</sup> Board of Mayor and Aldermen and the January 26<sup>th</sup> Study Session meetings
7. Welcome Visitors
8. Public Hearings
  - a. **Ordinance 23-01:** An ordinance to amend the Municipal Code Title 1, Chapter 1 Board of Mayor and Aldermen, Sections 1-104 and 1-108.
  - b. **Ordinance 23-02:** An ordinance to amend the Municipal Code Title 2, Chapter 1 Leisure Services Board, Section 2-101.
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 23-01:** A resolution adopting Section 125 Premium Only Plan for plan year ending March 31, 2024.
  - b. **Resolution 23-02:** A resolution approving certain amendments and revisions to the Personnel Manual.
12. Consideration of the Following Ordinances:
  - a. **Ordinance 23-01:** An ordinance to amend the Municipal Code Title 1, Chapter 1 Board of Mayor and Aldermen, Sections 1-104 and 1-108. *Second Reading.*
  - b. **Ordinance 23-02:** An ordinance to amend the Municipal Code Title 2, Chapter 1 Leisure Services Board, Section 2-101. *Second Reading.*

- c. **Ordinance 23-03:** An ordinance to amend the Municipal Code Title 17, Refuse and Trash Disposal in its entirety. *First Reading.*

13. Purchasing:

- a. To approve or reject City Administrator Gerald Herman to enter into an agreement with Jacobs Engineering to develop a Cyber Security Plan for wastewater infrastructure in the amount of \$125,000. The Public Services Director recommends approval.

14. Other Business:

- a. To approve or reject Willis Towers Watson's recommendations for Cigna Healthcare for medical, vision, LIFE/AD&D and long-term disability insurance coverage, Abacus for short-term disability insurance coverage, and Delta Dental for dental insurance coverage for plan year ending March 31, 2024. The Human Resources Director recommends approval.
- b. Appointment of Ward 3 Alderman

15. Discussion Items:

- a. None

16. Other Information:

- a. None

17. Adjournment:

CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Meeting  
Minutes  
January 19, 2023  
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:06 pm.

2. Prayer by Community Pastor

Prayer was led by Assistant Police Chief Jim Ring.

3. Pledge by Aldermen

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

4. Roll Call

Mayor Corbitt – Present; Ald. Hutson – Absent; Ald. Matthews - Present; Ald. Spicer– Present; **Quorum – Present.**

5. Adoption of the Agenda

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

6. Approval of Minutes of the December 15<sup>th</sup> Study Session and Board of Mayor and Aldermen meeting

Motion was made by Ald. Spicer, second by Ald. Matthews to approve the minutes with correction of the spelling of Ms. Linda Fore's name on the Board of Mayor and Aldermen meeting minutes. A voice vote was called for with all members voting aye. **The December 15<sup>th</sup> Study Session and Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Corbitt welcomed all visitors.

8. Proclamations

- a. None

9. Public Hearings

- a. **Ordinance 22-28:** An ordinance to amend the Zoning Map from Robertson County R-20, Low Density Residential, to C-2, General Commercial, at 2811 Highway 31W.

No one spoke for or against.

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

City Administrator Gerald Herman stated that curbing was installed to separate the right turn lanes for the US31W/Sage/McCurdy intersection project. Mr. Herman continued that some road work is still needed at the McCurdy/Cedarbrook intersection to align the roads better. Mr. Herman noted that final asphalt and striping is still needed to complete the project.

City Administrator Gerald Herman showed pictures to the Board of the new tennis courts. Mr. Herman announced that the concrete crew finished the sidewalk that goes from the basketball court to the future road. Mr. Herman continued that final asphalt, finish grading, and landscaping is still needed to complete the project.

City Administrator Gerald Herman provided pictures to the Board of the new wastewater treatment plant expansion project. Mr. Herman noted that the project should be completed by the end of the calendar year.

City Administrator Gerald Herman shared pictures to the Board of the splash pad building project. Mr. Herman stated that the project is temporarily on hold due to a leak discovered in the water holding tank.

City Administrator Gerald Herman showed pictures to the Board of the current progress of the new recreation center project. Mr. Herman noted that the sewer and water lines that feed into the current gymnasium are in the way for the new construction. Mr. Herman continued that the lines go under the current parking lot. Mr. Herman stated that the new parking area on the north side of the gymnasium needs to be operational before tearing out the southern side parking lot.

City Administrator Gerald Herman provided pictures to the Board of the driveway access into the new parking area. Mr. Herman stated that there have been too many rain days keeping the contractor from grading the lot. Mr. Herman continued that the contractor and architect are looking at other means of grading and surfacing the area without having to wait several months before the ground can dry out completely. Mr. Herman noted that he should be provided an update next week to which direction to go.

#### 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. Mathews, second by Ald. Spicer 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 22-28:** An ordinance to amend the Zoning Map from Robertson County R-20, Low Density Residential, to C-2, General Commercial, at 2811 Highway 31W. *Second Reading.*

Motion was made by Ald. Matthews, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Matthews, second by Ald. Spicer to approve. A roll call vote was requested by Mayor Corbitt: Ald. Matthews – aye; Ald. Spicer – aye; Mayor Corbitt - aye. Motion was approved. **Ordinance 22-28 was approved on Second Reading.**

- b. **Ordinance 23-01:** An ordinance to amend the Municipal Code Title 1, Chapter 1 Board of Mayor and Aldermen, Sections 1-104 and 1-108. *First Reading.*

Motion was made by Ald. Matthews, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Matthews to approve. A voice vote was called for by Mayor Corbitt with all members voting aye. Motion was approved. **Ordinance 23-01 was approved on First Reading.**



- c. **Ordinance 23-02:** An ordinance to amend the Municipal Code Title 2, Chapter 1 Leisure Services Board, Section 2-101. *First Reading*.

Motion was made by Ald. Spicer, second by Ald. Matthews to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Mathews to approve. A voice vote was called for by Mayor Corbitt with all members voting aye. Motion was approved. **Ordinance 23-02 was approved on First Reading.**

14. Purchasing:

- a. To approve or reject the purchase of a Marathon RJ225 Stationary Compactor off the Sourcewell Cooperative Contract #040621-MEC in the amount of \$26,199.50. The Public Services Director recommends approval.

Motion was made by Ald. Spicer, second by Ald. Matthews to discuss. After discussion, a motion was made by Ald. Mathews, second by Ald. Spicer to approve. A voice vote was called for by Mayor Corbitt with all members voting aye. **Motion passed.**

15. Other Business:

- a. To approve or reject subdivision infrastructures and street acceptance for Cambria Phase 3A. The Planning and Codes Director recommends approval.

Motion was made by Ald. Mathews, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Mathews, second by Ald. Spicer to approve. A voice vote was called for by Mayor Corbitt with all members voting aye. **Motion passed.**

- b. To approve or reject subdivision infrastructures and street acceptance for the Settlers Ridge subdivision. The Planning and Codes Director recommends approval.

Motion was made by Ald. Matthews, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Matthews to approve. A voice vote was called for by Mayor Corbitt with all members voting aye. **Motion passed.**

- c. To approve or reject entering into an agreement with Valerie Webb and Associates to provide services as the City Attorney.

Motion was made by Ald. Spicer, second by Ald. Matthews to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Matthews to approve. A voice vote was called for by Mayor Corbitt with all members voting aye. **Motion passed.**

16. Discussion Items:

- a. None

17. Other Information:

- a. City Administrator Gerald Herman reminded the Board that there is a Study Session on January 26<sup>th</sup>, 2023 to interview the applicants for vacant Ward 3 alderman position.

18. Adjournment:

Meeting was adjourned at 7:52 pm.

ATTEST:

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John Corbitt, Mayor

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Derek Watson, City Recorder

CITY OF WHITE HOUSE  
Board of Mayor and Aldermen Minutes  
*Study Session*  
January 26, 2023  
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

2. Roll Call

Mayor Corbitt – Present; Ald. Hutson – Present; Ald. Matthews - Present; Ald. Spicer– Present; **Quorum – Present.**

3. Adoption of the Agenda

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

4. New Business

a. Interview of Applicants for Ward 3

Mayor Corbitt introduced Human Resources Director Amanda Brewton who would be the facilitator for the interview process of the applicants. The following applicants were present for the interview process: Mr. Gary Faust, Ms. Stacie Henderson, Mr. William Lowe, Ms. Linda Silver, Mr. Kevin Stewart, and Ms. Melissa Thomas.

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

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

City Administrator Gerald Herman provided an update on the next step in the process which will be the Board of Mayor and Aldermen to discuss an official appointment during the February 16<sup>th</sup>, 2023 meeting. Mr. Herman continued that the appointed applicant will be sworn in just prior to the March 16<sup>th</sup>, 2023 Board of Aldermen meeting. Mr. Herman stated that there will be a budget retreat with the Board on March 9<sup>th</sup> and would like for the newly appointed alderman to attend. Mr. Herman reminded the Board members about the Sunshine Law and not to discuss the applicants amongst each other outside a public meeting.

5. Adjournment:

Meeting was adjourned at 8:28 pm.

ATTEST:

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John Corbitt, Mayor

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Derek Watson, City Recorder

# REPORTS....

**Administrative & Legislative Services Department**  
**January 2023**

**Administration**

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

- January 4:
  - White House Recreation Center Meeting
- January 5:
  - White House WWTP Progress Meeting
  - Bid Opening for Sanitation Work Truck
  - Leisure Service Board Meeting
- January 9:
  - Department Head Staff Meeting
- January 10:
  - Mayor Update Meeting
  - Newly Elected Alderman Meet and Greet
- January 12:
  - JECDB Executive Committee Meeting
  - Library Board Meeting
- January 17:
  - White House Area Chamber Luncheon featuring Senator Haile
- January 18:
  - RTA Board Meeting
  - GNRC Transportation Policy Board
  - Economic Development Team Meeting
- January 19:
  - Board of Mayor and Alderman Meeting
- January 23:
  - Department Head Staff Meeting
  - Projects Update Meeting
- January 24:
  - White House Area Chamber Power Hour at Bad Ass Coffee
  - Mayor Update Meeting
- January 25:
  - Luncheon with Sumner County Council of Governments
- January 26:
  - Rotary Lunch Presentation
  - White House Progress Meeting
  - BMA Study Session
- January 27:
  - FSEP Annual Meeting
- January 31:
  - Budget Retreat



**Administrative & Legislative Services Department  
January 2023**

**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 (↓) (Anticipated expenditures by this point in the year)</b>
General Fund	\$26,329,432	\$16,610,219	↑4.73
Industrial Development	\$86,000	\$7,490	↓49.63
State Street Aid	\$495,000	\$461,445	↑34.87
Parks Sales Tax	\$2,526,000	\$1,529,439	↑2.19
Solid Waste	\$1,356,081	\$782,352	↓0.65
Parks Impact Fees	\$405,744	\$405,744	↑41.65
Police Impact Fees	\$25,098	\$25,098	↑41.65
Fire Impact Fees	\$116,554	\$16,554	↓44.14
Road Impact Fees	\$33,909	\$33,909	↑41.65
Police Drug Fund	\$4,500	\$0	↓58.35
Debt Services	\$1,236,600	\$192,286	↓42.80
Wastewater	\$20,265,581	\$15,363,760	↑17.46
Dental Care	\$74,500	\$43,719	↑0.33
Stormwater Fund	\$1,972,599	\$1,416,855	↑13.47
Cemetery Fund	\$90,565	\$33,139	↓21.75

\*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 2023</b>	<b>FY 2022</b>	<b>FY 2021</b>	<b>FY 2020</b>	<b>FY 2019</b>	<b>FY 2018</b>
July	313	325	261	269	346	362
August	166	132	128	106	151	166
September	104	98	106	98	126	119
October	98	98	79	97	91	147
November	104	103	72	78	120	125
December	84	73	71	58	72	104
January	116	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>985</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>Jan 2023</b>	<b>FY 2023</b>	<b>FY 2022</b>	<b>FY 2021</b>	<b>Total for FY23</b>	<b>Total for FY22</b>	<b>Total for FY21</b>
Purchase Orders \$0-\$9,999	112	823	1,442	1281	\$1,120,153.40	\$1,640,827.83	\$1,482,989.65
Purchase Orders \$10,000-\$24,999	1	17	24	29	\$297,668.91	\$404,406.65	\$417,161.17
Purchase Orders over \$25,000	3	29	40	45	\$30,404,278.15	\$11,687,700.37	\$11,050,535.17
<b>Total</b>	<b>116</b>	<b>869</b>	<b>1,506</b>	<b>1355</b>	<b>\$31,822,100.46</b>	<b>\$13,732,934.80</b>	<b>\$12,367,741.04</b>

**Administrative & Legislative Services Department  
January 2023**

**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 Update Requests	2021-2022 Update Requests	2020-2021 Update Requests	2019-2020 Update Requests	2018-2019 Update Requests	2022-2023 Page Visits	2021-2022 Page Visits	2020-2021 Page Visits	2019-2020 Page Visits	2018-2019 Page 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.	65	48	17	43	22	27,594	24,833	8,335	679,248	214,406
Oct.	47	52	10	78	86	29,829	23,816	8,390	386,735	864,091
Nov.	54	63	174	56	40	30,449	23,022	7,587	695,971	812,527
Dec.	32	39	13	156	82	27,768	22,904	17,483	847,724	1,055,111
Jan.	53	56	108	67	68	31,686	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>366</b>	<b>609</b>	<b>884</b>	<b>901</b>	<b>801</b>	<b>210,612</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 New Downloads	FY22 New Downloads	FY21 New Downloads	FY20 New Downloads
July	8	8	45	19
Aug.	13	9	44	21
Sept.	9	13	19	21
Oct.	11	6	40	12
Nov.	11	6	29	13
Dec.	10	10	10	15
Jan.	18	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>80</b>	<b>124</b>	<b>258</b>	<b>369</b>

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

	FY23 # of Request	FY22 # of Request	FY21 # of Request	FY20 # of Request
July	50	38	20	36
Aug.	43	54	27	39
Sept.	40	46	16	18
Oct.	45	64	15	40
Nov.	53	19	20	27
Dec.	70	42	27	20
Jan.	61	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>362</b>	<b>495</b>	<b>383</b>	<b>356</b>

**Administrative & Legislative Services Department  
January 2023**

**White House Farmers Market**

	<b>Application Fees # (amount collected)</b>	<b>Booth Payments (\$)</b>
<b>January</b>	2	\$300
<b>February</b>	0	0
<b>March</b>	0	0
<b>April</b>	0	0
<b>May</b>	0	0
<b>June</b>	0	0
<b>July</b>	0	0
<b>August</b>	0	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>2</b>	<b>\$300</b>

**Building Maintenance Projects**

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

Major projects this month include:

	<b>2022-2023 Work Order Requests</b>	<b>2021-2022 Work Order Requests</b>	<b>2020-2021 Work Order Requests</b>	<b>2019 – 2020 Work Order Requests</b>	<b>2018 – 2019 Work Order Requests</b>	<b>2017 – 2018 Work Order Requests</b>	<b>2016 – 2017 Work Order 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>	21	12	9	13	19	22	13
<b>October</b>	13	10	6	7	14	18	12
<b>November</b>	12	23	16	7	18	34	12
<b>December</b>	8	17	19	3	8	19	9
<b>January</b>	11	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>102</b>	<b>164</b>	<b>200</b>	<b>98</b>	<b>162</b>	<b>266</b>	<b>201</b>



**Finance Department  
January 2023**

**Finance Section**

During January the Finance Office continued training / planning for new utility customer application process changes. The total property taxes billed for tax year 2022 is \$5.4 million. As of the end of January, approximately \$3.43 million (63.5%) was collected. Members of the Finance Office also participated in the following events during the month:

January 10: Sent several boxes of expired documents to be destroyed by Vital Records Control

January 10: Alderman Sam Matthews Meet and Greet

January 10: Alderman Jana Singer Spicer Meet and Greet

January 12: TDEC ARPA Water Infrastructure Investment Program virtual meeting

January 12: Purchasing / Accounts Payable training lesson planning

January 24: Finance Staff meeting

January 30: TDEC ARPA Water Infrastructure Investment Program virtual meeting

January 31: Department Head Budget Retreat

**Performance Measures**

**Utility Billing**

	January 2023	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total
New Builds (#)	7	125	284	357	171	62
Move Ins (#)	66	543	977	737	649	534
Move Outs (#)	51	481	898	743	602	534
Electronic new customer signups (#)	28	244	410	300	127	104
Electronic new customer signups (%)	38%	37%	33%	27%	15%	17%

**Business License Activity**

	January 2023	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total
Opened	8	64	92	76	69	75
Closed (notified by business)	0	5	7	6	10	9

**Accounts Payable**

	January 2023	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total	FY 2019 Total
Total # of Invoices Processed	346	2358	4254	4079	4003	3940

**Property Tax Relief Applications**

	January 2023	FY 2023 Total	FY 2023 Est.	FY 2022 Total
New Parcels (#)	7	13	30	29
Existing Parcels (#)	30	76	109	99
State Relief Credits (\$)	8,406	19,215	22,472	20,844
City Relief Credits (\$)	6,244	13,004	16,018	10,155
Combined Relief Credits (\$)	14,650	32,219	38,490	30,999



**Finance Department  
January 2023**

**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	6,746,326	57%
Cemetery Fund	69,355	20,807	262,984	379%
Debt Services	1,112,015	333,605	1,333,522	120%
Dental Care Fund	38,650	11,595	178,441	462%
Roads Impact Fees	59,190	17,757	371,019	627%
Parks Impact Fees	61,429	18,429	299,994	488%
Police Impact Fees	43,930	13,179	462,601	1053%
Fire Impact Fees	28,875	8,663	306,170	1060%
Industrial Development	120,145	36,044	204,149	170%
Parks Sales Tax	1,207,310	362,193	187,439	16%
Police Drug Fund	5,050	1,515	41,689	826%
Solid Waste	1,146,400	343,920	628,071	55%
State Street Aid	467,832	140,350	504,388	108%
Stormwater Fund	1,036,000	310,800	1,490,715	144%
Wastewater	5,011,600	1,503,480	8,530,080	170%

*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 (↓) (Anticipated revenues realized by this point in the year)</b>
General Fund	11,933,868	7,360,509	↑ 3.34%
Cemetery Fund	69,355	30,287	↓ 14.66%
Debt Services	1,112,015	664,972	↑ 1.47%
Dental Care	38,650	25,229	↑ 6.94%
Roads Impact Fees	59,190	156,337	↑ 205.79%
Parks Impact Fees	61,429	123,581	↑ 142.84%
Police Impact Fees	43,930	133,445	↑ 245.43%
Fire Impact Fees	28,875	88,130	↑ 246.88%
Industrial Development	120,145	132,572	↑ 52.01%
Parks Sales Tax	992,310	584,082	↑ 0.53%
Police Drug Fund	5,050	4,884	↑ 38.38%
Solid Waste	1,146,400	684,448	↑ 1.37%
State Street Aid	467,832	277,571	↑ 1.00%
Stormwater Fund	1,036,000	621,231	↑ 1.63%
Wastewater	5,011,600	4,902,408	↑ 39.49%

\*Realized amounts reflect revenues realized from July 1, 2022—January 31, 2023

**Human Resources Department  
January 2023**

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

January 05: Police Officer Testing

January 11: Interviews for Wastewater Tech I

January 17: National Incident Mangement IS-400 Training Class

January 18: National Incident Mangement IS-400 Training Class

January 19: Interviews for Police Officer

January 26: Chamber of Commerce Ribbon Cutting for Dash of Dez  
Board of Mayor and Aldermen Study Session - Ward 3 Vacancy Interviews

January 30: New Hire Orientation for Police Officer  
New Hire Orientation for Firefighter  
New Hire Orientation for Wastewater Tech I

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

	FYE 2023	FYE 2022	FYE 2021	FYE 2020
July	0	0	0	0
August	1	0	0	0
September	1	0	1	1
October	2	1	0	0
November	1	0	1	0
December	0	0	0	0

Three-year average:

8.5

	FYE 2023	FYE 2022	FYE 2021	FYE 2020
January	1	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>6</b>	<b>4</b>	<b>9</b>	<b>8</b>

**Human Resources Department  
January 2023**

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

	FYE 2023	FYE 2022	FYE 2021	FYE 2020
July	0	0	1	1
August	0	1	1	0
September	0	0	1	0
October	2	1	1	1
November	0	1	3	1
December	2	0	0	0

Three-year average: 5.5

	FYE 2023	FYE 2022	FYE 2021	FYE 2020
January	0	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>4</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 2023	FYE 2022	FYE 2021	FYE 2020
July	1	1	1	1
August	1	1	1	1
September	1	2	0	2
October	1	0	0	3
November	2	0	1	2
December	1	1	2	1

Current year turnovers that occurred within  
90 day probationary period: 3

	FYE 2023	FYE 2022	FYE 2021	FYE 2020
January	0	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>7</b>	<b>19</b>	<b>12</b>	<b>18</b>
<b>Percentage</b>	<b>6.80%</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 2023	FYE 2022	FYE 2021	FYE 2020
July	0	0	1 (T)	0
August	0	0	0	2 (S)
September	0	0	0	0
October	1 (S)	0	0	0
November	0	0	0	1 (S)
December	0	0	1 (T)	0

Three-year average: 3.5

	FYE 2023	FYE 2022	FYE 2021	FYE 2020
January	0	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  
January 2023**

**Meetings/Civic Organizations**

- **Chief Brady attended the following meetings in January:** Department Head Staff Meeting (January 9 & 23), New Alderman Meet & Greet (January 10), Robertson County Chief's Meeting (January 11), Board of Mayor & Alderman Meeting (January 19), Drug Task Force Meeting (January 25), Command Staff Meeting (January 26), Board of Mayor & Alderman Study Session (January 26), and Department Head Budget Retreat (January 31).

➤ **Police Department Administration Performance Measurements**

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

Susan Johnson, Accreditation Manager, is in the 4<sup>th</sup> edition of our TLEA program into PowerDMS which includes 164 standards.

She is working on finishing up 2021, 2022 and starting on 2023 proofs. She will be attending the LEACT conference this Spring.

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 28 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 1,120 hours of training per calendar year.

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	168	0	168
<b>Total</b>	0	168	0	0

**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	January 2022	FY 2022-23
Three (3) Officers per Shift	62	410
Four (4) Officers per Shift	0	7

1. ***Acquire and place into service two Police Patrol Vehicles.*** Two new vehicles were approved at the August Board of Mayor & Alderman Meeting. The vehicles have been ordered from Lonnie Cobb Ford.
2. ***Conduct two underage alcohol compliance checks during the Fiscal Year 2022-2023.*** Fall Compliance Checks have been completed. We had 100% pass.
3. ***Maintain or reduce TBI Group A offenses at the three-year average of 60 per 1,000 population during the calendar year of 2023.***

Group A Offenses	January 2023	Per 1,000 Pop.	Total 2023	Per 1,000 Pop.
<b><i>Serious Crime Reported</i></b>				
Crimes Against Persons	18	1	18	1
Crimes Against Property	45	3	45	3
Crimes Against Society	16	1	16	1
<b>Total</b>	79	6	79	6
<b>Arrests</b>	44		44	

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



**Police Department  
January 2023**

4. *Maintain a traffic collision rate at or below the three-year average of 405 collisions by selective traffic enforcement and education through the Tennessee Highway Safety Program during calendar year 2023.*

	January 2023	TOTAL 2023
<b>Traffic Crashes Reported</b>	38	38
<b>Enforce Traffic Laws:</b>		
<b>Written Citations</b>	17	17
<b>Written Warnings</b>	11	11
<b>Verbal Warnings</b>	150	150

5. *Maintain an injury to collision ratio of not more than the three-year average of 11% by selective traffic enforcement and education during the calendar year 2023.*

COLLISION RATIO				
<u>2023</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
<b>January</b>	38	9 YTD 29	24%	24% YTD 38

**Traffic School:** There was no Traffic School in the month of February.

**Staffing:**

- Ofc. Terry Brown (TJ) has been deployed for eight months. He will be back in February. He will be going to the Academy in April.
- Ofc. Triston Twedt and Ofc. Jake Hunter are finishing up their FTO.
- Ofc. Katie Sizemore, Ofc. Kris Sykes and Ofc. Dillon Loafman started the Academy on January 8<sup>th</sup>. They will graduate in March.
- Ofc. Nicholas Lepore is currently in FTO. He will have to attend a few weeks in the Academy. He was a certified Officer from Alabama.
- New Hire testing and interviews were held in January for two applicants. Both were hired: Ofc. Christopher Sampson started on January 30<sup>th</sup> and Ofc. Blake McClusky will start on February 6<sup>th</sup>.
- We currently have 1 position open and are continuing to accept applications.
- Cpl. David Segerson was promoted to Sergeant January 1<sup>st</sup>.
- Ofc. Lars Carlson was promoted to Corporal January 1<sup>st</sup>.

**Sumner County Emergency Response Team:**

- On 13 Jan 2023, ERT executed a narcotics search warrant in Gallatin. Investigators recovered 15 lbs of marijuana, 6 firearms, and approximately \$3,000 in cash.
- On 20 Jan 2023, ERT held monthly training at the Portland range. ERT conducted shooting drills which focused on marksmanship fundamentals.

**Police Department  
January 2023**

**Support Services Performance Measurements**

1. ***Maintain or exceed a Group A crime clearance rate at the three-year average of 83% during calendar year 2023.***

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.

<b>2023 CLEARANCE RATE</b>		
<b>Month</b>	<b>Group A Offenses</b>	<b>Year to Date</b>
<b>January</b>		

**Communications Section**

	<b>January</b>	<b>Total 2023</b>
Calls for Service	767	767
Alarm Calls	38	38

**Request for Reports**

	<b>January</b>	<b>FY 2021-22</b>
Requests for Reports	20	289
Amount taken in	\$15.15	\$209.05
Tow Bills	\$0.00	\$375.00
Emailed at no charge	16	347
Storage Fees	\$0.00	\$0.00

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

- Nothing to report at this time.

***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 Elementary School. D.A.R.E. classes started on January 30<sup>th</sup>. There are 153 students this year.
2. ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Discover White House Expo & Safety Day is normally in October.
3. ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.***  
We are currently accepting applications for 2023 Citizen's Police Academy.
4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***
  - January 11<sup>th</sup> – Sgt. Enck instructed an active shooter class for the Library Staff.
  - January 19<sup>th</sup> – We presented a helmet at Wheels in motion at H.B. Williams and Heritage Elementary.
  - January 23 -27<sup>th</sup> – Sgt. Enck instructed a 40-hour Ground Defense Instructor School and a 24-hour User school.

Police Department  
January 2023

**Special Events:** *WHPD Officers participated in the following events during the month of January:*  
Nothing at this time.

**Upcoming Events:**

2023 Participation in Joint Community Events		
	<u>November</u>	<u>Year to Date</u>
Community Activities	4	4

**Fire Department  
January 2023**



**Summary of Month's Activities**

**Fire Operations**

The Department responded to 135 requests for service during the month with 97 responses being medical emergencies. The Department also responded to 14 vehicle accidents 9 of which had injuries, and 5 had no injuries. Of the 166 responses in the month of January there were 23 calls that overlapped another call for service that is 17.04% of our responses for the month. That brings the overlapping call volume for FY22-23 to 14.09%.

UT MTAS recommends for the WHFD an average response time from dispatched to on scene arrival of first "Fire Alarm" to be six minutes and thirty-five seconds (6:35). The average response time for all calls in January from dispatch to on scene time averaged was, five minutes and twenty-two seconds (5:22). The average time a fire unit spent on the scene of an emergency call was thirteen minutes and thirty-six seconds (13:36).

**Department Event**

- January 5<sup>th</sup> – Standby for PD testing
- January 10<sup>th</sup> – Monthly Staff Meeting
- January 13<sup>th</sup>-14<sup>th</sup> – ICS 400 class
- January 30<sup>th</sup> – New Firefighter, Clint Meyer, started

**Fire Administration**

- January 3<sup>rd</sup> – Multiple burst sprinkler system re-inspections
- January 4<sup>th</sup> – Met with Reyes construction concerning annexation
- January 19<sup>th</sup> – Wheels in motion (Inspector Johnson)
- January 20<sup>th</sup> – Radio system project update
- January 23<sup>rd</sup> – Fire Extinguisher training at ProAmPac
- January 24<sup>th</sup> – Days Inn inspection
- January 25<sup>th</sup> - Fire Extinguisher training at ProAmPac
- January 26<sup>th</sup> – Rotary luncheon

**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	23
Rescue & Emergency Services	768
Hazardous Conditions (No Fire)	26
Service Calls	67
Good Intent Call	83
False Alarms & False Call	114
Calls for The Month	135
Total Responses FY to Date	1082



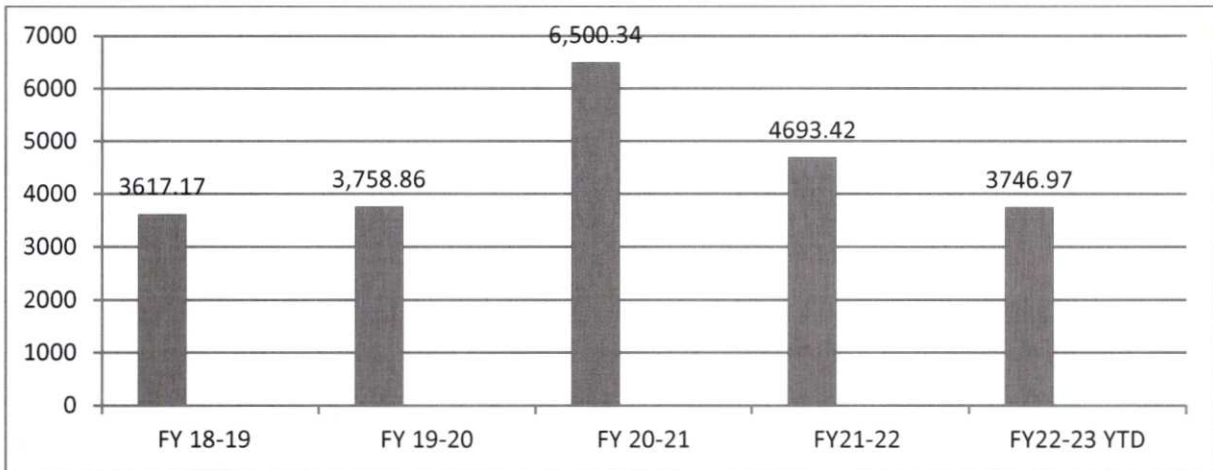
**Fire Department  
January 2023**

**Response by Station**

	Month	FY to Date	%
<b>Station #1 (City Park)</b>	<b>91</b>	<b>690</b>	<b>63.77%</b>
<b>Station #2 (Business Park Dr)</b>	<b>44</b>	<b>392</b>	<b>36.22%</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.



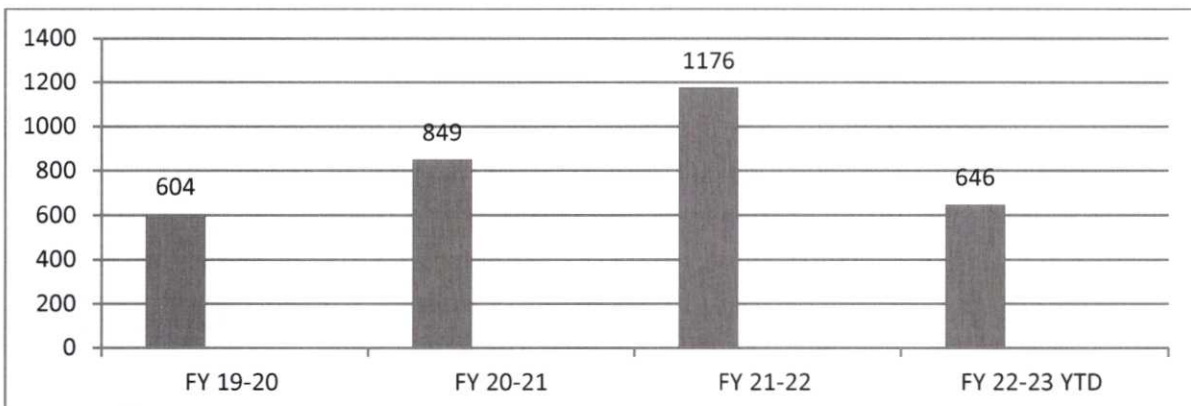
	Month	FYTD
<b>Firefighter Training Hours</b>	<b>787.7</b>	<b>3746.97</b>

**Training breakdown for ISO and NFPA**

	Fire Officer	Company	Facilities	NFPA	Non-ISO
<b>Month</b>	<b>96</b>	<b>395.5</b>	<b>6</b>	<b>81.7</b>	<b>76</b>
<b>Total for FY</b>	<b>449.55</b>	<b>1798.05</b>	<b>254</b>	<b>456.01</b>	<b>1234.59</b>

**Fire Inspection**

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

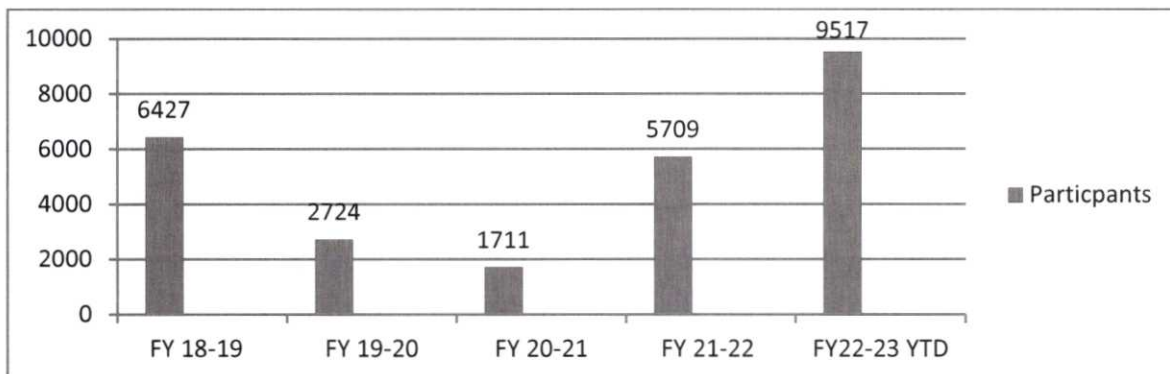


**Fire Department  
January 2023**

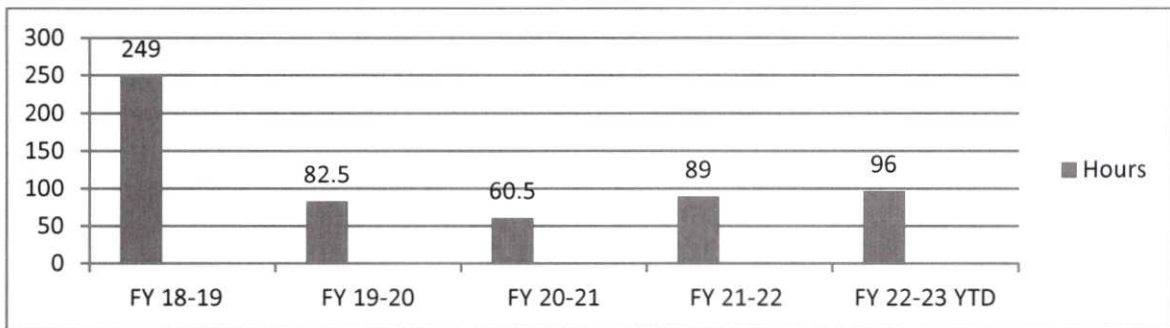
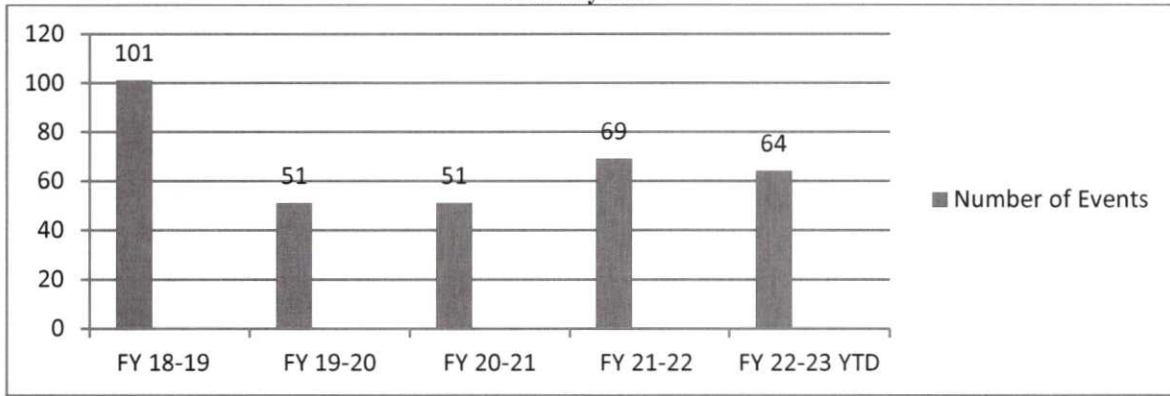
	Month	FYTD
January Fire Inspection	108	646
Reinspection	13	53
Code Violation Complaint	2	5
Violations Cleared	8	45
Annual Inspection	12	55
Commercial Burn Pile	Discontinued	9
Knox Box	2	14
Fire Alarms	6	23
Measure Fire Hydrant	0	0
Plans Review	1	29
Pre-C/O	3	11
Pre-incident Survey	31	167
Sprinkler Final	0	19
Final/Occupancy	3	13

**Public Fire Education**

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



**Fire Department  
January 2023**



	Month	FYTD
Participants	174	9517
Number of Events	5	64
Education Hrs.	4	96

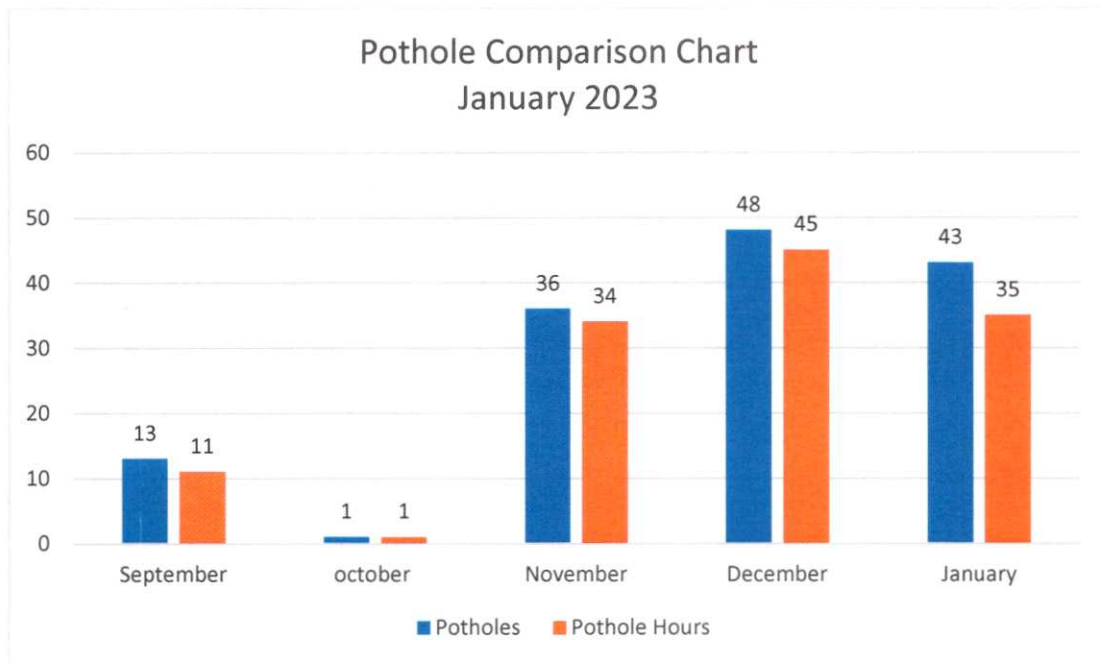
**Social Media Statistics for the Month**

Post Reach	8488
Post Engagement	1947
New Page Followers	38



**Public Services Department – Public Works Division  
January 2023**

**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.

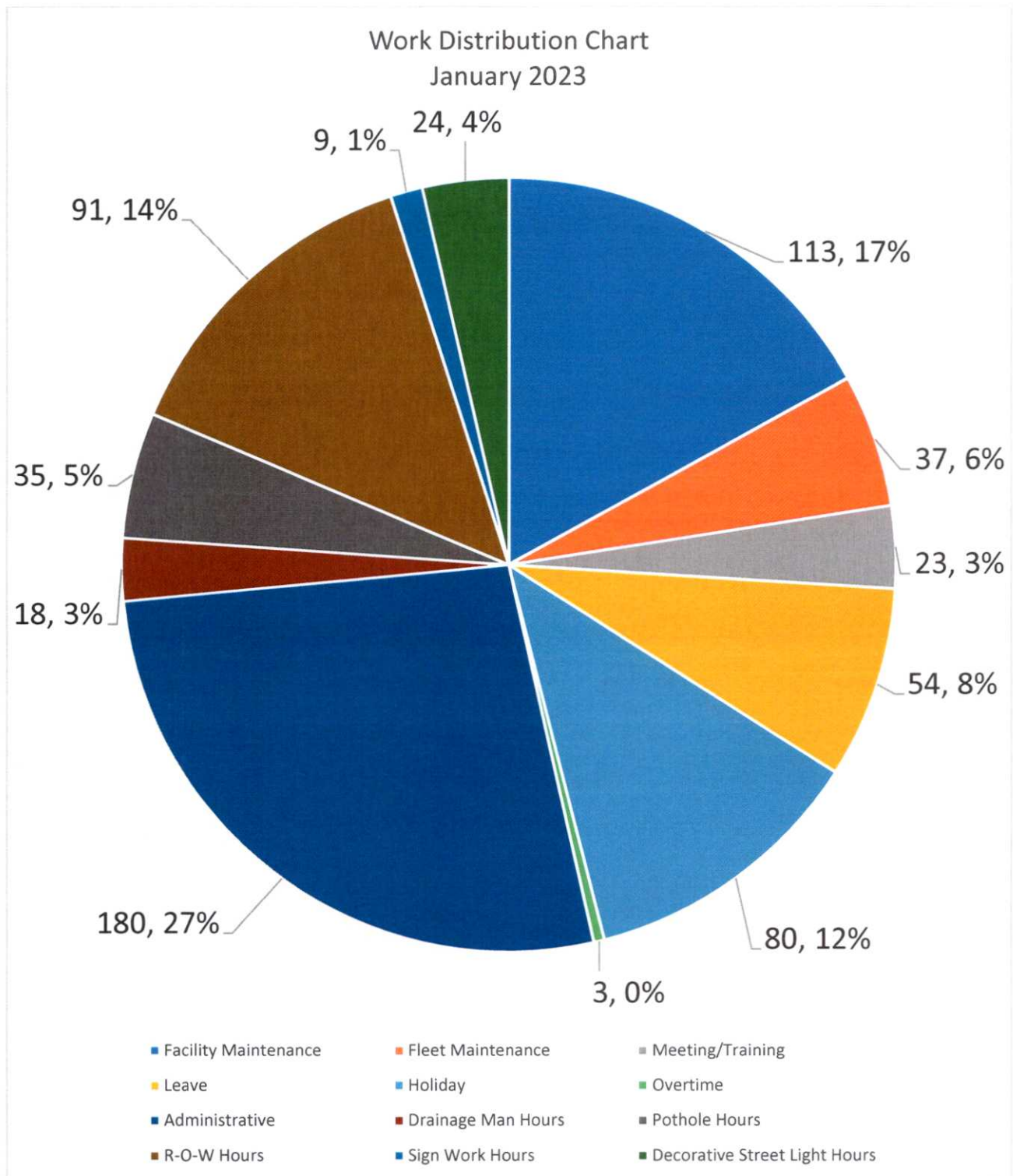
**Pothole Complaint Response Time**

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
Barksdale and Cheyenne	01/03/2023	01/04/2023	24 hours
Larkspur and Meadowbrook	01/09/2023	01/11/2023	2 days
Wilkinson Ln	01/03/2023	01/04/2023	24 hours
Choctaw	01/14/2023	01/17/2023	3 days
Covington Bend	01/17/2023	01/17/2023	Same Day
Union Rd and Pleasant Grove Road	01/18/2023	01/18/2023	Same Day
Wilkinson Lane	01/25/2023	01/25/2023	Same Day

Public Services Department – Public Works Division  
January 2023

Total Hours Worked in The Public Works Department were 540 Hours. The chart below show what percentage of time was spent on each job task.



**Public Services Department – Public Works Division  
January 2023**

**Monthly Work Log**

Monday 1-2-2023

- Holiday

Tuesday 1-3-2023

- Checked 108 W. Winterberry Trail and 124 Sundance Way for Drainage issues / Repaired Pothole on Barksdale Drive / 602 Highland Drive resident reported drainage issue at his and his neighbor's house / Fleet Maintenance on Truck 200

Wednesday 1-4-2023

- Crew Meeting / Completed BMA Reports / Repaired drainage issue at 602 Highland Drive

Thursday 1-5-2023

- Removed all vehicles from 725 Industrial Drive lot and installed new gravel in our lot.

Monday 1-9-2023

- Removed Christmas Decorations from City Hall and Traffic Signal Poles / Decorative Street Light Repairs in Holly Tree Subdivision

Tuesday 1-10-2023

- Facility Maintenance / Hauled dirt for Stormwater while digging a ditch on Portland Road and Eastside Drive

Wednesday 1-11-2023

- Conducted interviews / Troubleshooting for vehicle detection issue at SR-76 and Wilkinson Lane / Swapped Traffic Signal Controller at Richard Wilks and Wilkinson Lane

Thursday 1-12-2023

- Traffic Signal Maintenance / Repaired pothole on Larkspur / Went to Tractor Supply to look for lights for Truck 200

Monday 1-16-2022

- Holiday

Tuesday 1-17-2022

- Repaired Potholes on Choctaw and Covington Bend / Checked for downed tree on South Palmers Chapel Road / Picked up Truck 309 from shop after repairs / Facility and Fleet Maintenance / Equipment operation training for Dylan

Wednesday 1-18-2022

- Repaired Potholes on Pleasant Grove Road and Union Road / Replace support foot on plow for truck 309 / Picked up Bucket Truck from shop after being repaired.

Thursday 1-19-2023

- Meeting for Gridsmart Operations / Cleaned Gridsmart Camera at Sage and 31W / Delivered Bucket Truck to Terex for repairs to air brake / Picked up tack and rejuvenator at Crafcro / Picked up 18" 90-degree angle pipe from Fortiline. Delivered Message Boards to Magnolia Village for upcoming paving operations.

Monday 1-23-2023

- Cut out and removed failing concrete in front of Fire Station #1. Dug out 3' of bad subgrade and installed rip-rap and 57 stone to create a better base.

Tuesday 1-24-2023

- Loaded up truck 200 onto a flatbed trailer to have it delivered to Serra Chevrolet for repairs / Poured 8" of 4000 PSI concrete at Fire Station #1 to repair failed concrete in front of the bay / Repaired Stop sign on Chapman Drive

Wednesday 1-25-2023

- Removed forms from 111 Renee Court after concrete contractor replace curbing and driveway, installed dirt and seeded and strawed the area / Repaired Potholes on Wilkinson Lane / Worked on Pedestrian Button at LaneLight crosswalk in front of Firehall #1 / Facility and Fleet Maintenance

Thursday 1-26-2023

- Cleaned Gridsmart Cameras throughout the City and replaced street name signs at Loves Lane and Harpers Way as well as at Timberwood Court.

Monday 1-30-2023

- Loaded saltboxes to prepare for weather / Completed BMA Report

Tuesday 1-31-2023

- Repaired large pothole on South Palmers Chapel at South Palmers and Tison Lane intersection / Prepared for plowing and salting operations by using infrared guns to get the road temperatures as well as salted bridges and other areas that freeze easily.



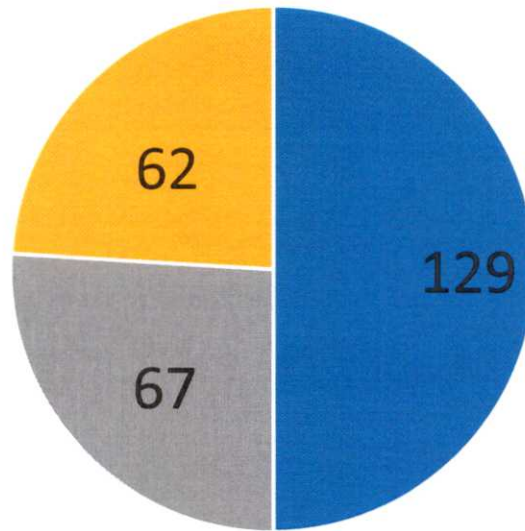
**Public Services Department – Public Works Division  
January 2023**

**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 Signs were installed in the month of January. Only signs in need of repair were replaced in the month of January.**

**Sign Replacement Graph**



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

**Public Services Department – Public Works Division**  
**January 2023**

Public Works/Streets & Roads Division

Total Hours Worked	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	22-Dec	23-Jan	YTD 22/23
Street	8,134	9,364	8,741	10,229	9191.25	721	540	4,098
Facility Maintenance	3494	2187	1,227	1,137	887.25	91	113	470
Fleet Maintenance	1034	514	282	380	422.5	138	37	316
Meeting/Training	502	510	517	400	457	19	23	145
Leave	1,253	576	613	810	823	97	54	319
Holiday	795	470	385	555	545	75	80	275
Overtime	508.5	488	414	311	152.75	112	3	236
Administrative	385	698	803	867	1153.25	108	180	1,008
Drainage Work (feet)	0	906	2749	10	0	0	0	0
Drainage Man Hours	0	1470	1045	170	14	11	18	45.5
Debris Removed Load	0	100	35	44	0	0	0	0
Sweeping Man Hours	0	18	13	0	0	0	0	0
Mowing Hours	0	22	175	219	221	0	0	176.5
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	48	43	179
Pothole Hours	0	759	734	1,181	831.5	45	35	151
R-O-W Hours	0	2835	2416	4,027	3044.5	120	91	1,092
Sign/Repairs	0	120	91	84	63	6	0	50
Sign Work Hours	0	289	179	234	109	8	9	53
Salt Hours	0	10	143	24	76.5	79	0	78.5
Salt Tons	0	12	20	23	18	18	0	18
Decorative Street Light Hours	0	57	46	125	133.5	2	24	129
Traffic Light Hours	0	0	65	20	158	15	0	15

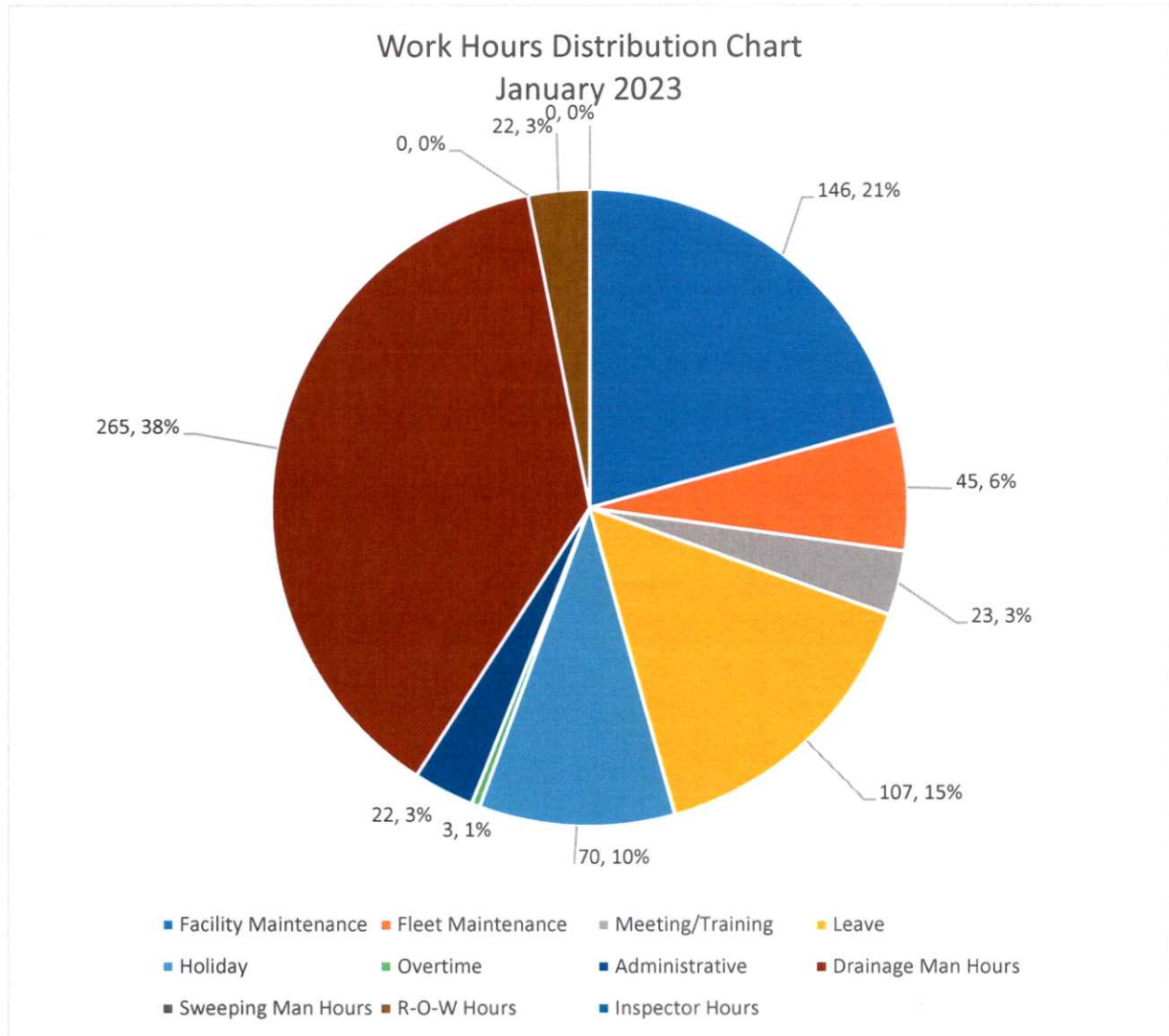
Sanitation Division

Sanitation Division	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	22-Dec	23-Jan	YTD 22/23
Total Hours Worked	2,685	3,634	4,406	4,024	4200.5	343.5	320	2,064
Facility Maintenance	3494	723	446	574	394.5	57	85	256
Fleet Maintenance	1034	488	445	331	294.5	13	18	89
Meeting/Training	502	265	130	135	127.5	12	9	91
Leave	1,253	428	700	476	336	75	10	291
Holiday	795	270	230	230	230	50	40	170
Overtime	508.5	119	4	12	39.5	3.5	0	4
Administrative	385	167	1	0	72.5	4.5	0	16
Sweeping Man Hours	0	1	0	0	0	0	0	0
Pothole Identification Hours	NEW					16	9	29
R-O-W Hours	0	166	30	97	170	3	7	62
Salt Hours	0	0	0	0	0	78.5	0	79
Salt Tons	0	0	0	0	0	15 Tons	0	15

Sanitation	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	22-Dec	23-Jan	YTD 22/23
Brush Collection Stops	5,944	6,080	5,605	5,620	5161	240	362	2,794
Brush Truck Loads	459	551	522	578	584	18	28	236
Leaves Pickup Bags	3741	3,542	3,422	3,535	2934	459	211	2,233
Brush/Leaves Hours	1366	1,492	1,239	1,300	1225.5	49	76	569
Litter Pickup Bags	334	507	546	511	456	43	35	242
Litter Pickup Hours	1147	1132	985	957	892	62	65	476

Public Services Department – Stormwater Division  
January 2023

Total Hours Worked in The Stormwater Division were 720 Hours. The chart below show what percentage of time was spent on each job task.





Public Services Department – Stormwater Division  
January 2023

Monthly Work Log

01/01/2023 Off

01/02/2023 Holiday New Year's Eve

01/03/2023 WO010323002 602 Highland: Mr. Dalton Hawkins states that he has a water management concern in the Northwoods Subdivision. He said that the road level was raised and meets the neighbor's driveway. Working with Streets and roads we inferred red the area and reshaped the road to allow drainage to stay on the road.



01/04/2023 WO010323003 100 Algonquin Ct: Ms. Wood reports that her garage is currently filling up with all of the stormwater and she was hopeful someone could come out and see what can be done. Arrived at location the stormwater drain was blocked by leaves. Cleared blockage.



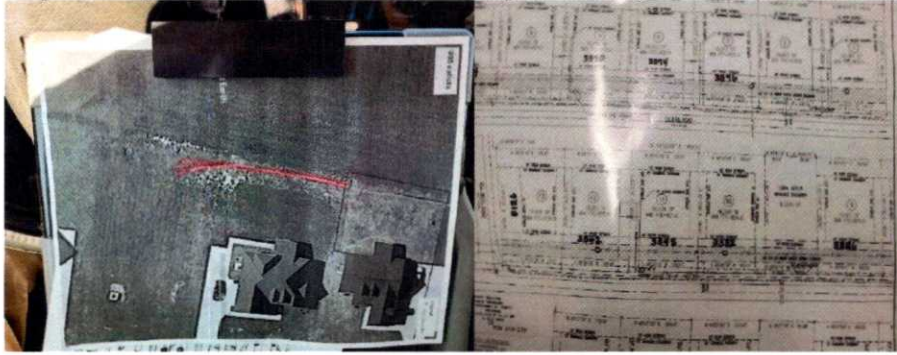
01/05/2023 WO010523002 112 Dakota Dr: Ms. Austin reports that there are a couple of "sinkholes" forming in her yard and they seem to be close to or caused by the drainage ditch. Upon Inspection the rain had washed out the drainage. Filled in and repaired.





Public Services Department – Stormwater Division  
January 2023

01/09/2023 WO010923004 805 Calista Rd: Homeowners imported dirt and caused water to flood neighbor's yard. Requested my director for us to fix ASAP. Inspection completed 811 called in work to start 01/17/2023



01/10/2023 WO011023008 219 Eastside Dr: This drainage system was flooding three homes and we cleaned and reshaped the drainage to allow the stormwater to flow properly to stop the flooding.



01/11/2023 WO011123004 426 Barksdale Dr. This was requested thru Acclea Drainage wasn't working properly. Reshaped and cleaned system. Note: finish photos were corrupted.



01/12/2023 Facility Maintenance: Regraded the parking lot due to potholes.

01/16/2023 Holiday Martin Luther King

01/17/2023 WO010923004 805 Calista Rd: Two days of work. 1-9-2023 inspection completed 811. 230092961, start date 1-17-2023 0700 completed 120 foot of ditch work added 12" HDPE and rock graded 160 feet x 25feet.



Public Services Department – Stormwater Division  
January 2023

1/18/2023 Completed 805 Calista Road Project



01/18/2023 WO011823007 1008 Red Fox Lane: Mr. Poihornakis called homeowner and advised that his area was in the county jurisdiction.

01/19/2023 Target Solution, 811 for next jobs, Facility Maintenance

01/23/2023 WO012323002 105-125 Amber Lane: HOA called in having drainage problems. Clean and clear 6 inlets and outlets grade work in ditch to allow water to flow. in one outlet well need to add rip rap due to the grade of the ditch to allow the water to flow out of the pipe and drain into the ditch. 1500 feet of work rip rap.





Public Services Department – Stormwater Division  
January 2023



01/24/2023 Continue: WO012323002 105-125 Amber Lane Above

01/25/2023 WO012523010 Truck 1303 2003 Chevy the driver side door hinges rusted and was causing the door not to close. Repaired





**Public Services Department – Stormwater Division**  
**January 2023**

01/26/2023 WO012623002 200 Kiowa CT: Resident states that the drainage behind the house has been washed out. Inspection completed will need work contacted resident she is renting and didn't go ahead of property owner and advised that we will get on the schedule.



01/30/2023 WO013023004 408 Sunnybrook Dr: Drainage ditch 80feet between 408 and 406 Sunnybrook due to inspection by Shawn Hunter I&I into the sewer system will cause premature failure of the pump and extra cost at the treatment plant



01/31/2023 811 for 200 Kiowa Ct contact all residents on Kiowa and Indian ridge Blvd due to being in back of homes. Help Streets and Roads doing asphalt.

**Public Services Department – Stormwater Division  
January 2023**

Stormwater / Public Works Inspection	
EPSC Site Inspections	8
Land Disturbance	21
Open Trench Inspections	6
Fence Inspections	18
Proof Rolls	2
Public Works Inspection	53
Final Storm	30
Final Road	30

Daily Work Log:

Jan. 2- Holiday Hours: New Year's Day

Jan. 3- Followed up on sediment discharges at Rec. Center and 302 Hillwood Dr. from the Development of the Mill. Met with the homeowner at 408 Sunnybrook regarding flooding on the property.

Jan. 4- Form inspections at Legacy Farms (74,111). Final inspections at Fields at Oakwood (205,77,79) Summerlin (161). Pre-app meeting at City Hall with Reyes Construction. Picked up streetlights from City Hall.

Jan. 5- PTO: Sick Time.

Jan. 9- Updated Reports, and work orders, responded to emails and updated schedule. Open Trench Inspection at Parks Ph. 4. Finals at Summerlin (161) Forms at Reserve (42). Fence Permit inspections.

Jan. 10- Proof roll at Legacy Farms and Copes Crossing. LD inspections at Summerlin (149) and Fields (119). EPSC Inspections at Legacy Farms, Copes Crossing, Dorris Phase 1&2. Meet the Property owner at 3362 Calista with Drainage Concerns.

Jan. 11- Meeting at PMC about alterations to storm facility. Meeting with Safe Harbor Rep onsite at Jackson and Dorris Ph. 2. Open Trench Inspection at Cambria. Fence Inspections.

Jan. 12- Moved Equipment back to the shop. Loves Ln. discussion. Fence Inspections. LD inspection for Summerlin (142) Form inspections at 3390 Calista Rd., Parks (330,326) Final Inspections at Reserve (42). Spoke to Farmers Bank Rep regarding concerns with Basin on Property with the intersection upgrades.

Jan. 16- Holiday Hours: MLK Day

Jan. 17- Open Trench Inspection at Cardinal Point. Form inspections at Reserve (59,37), and Legacy (68,113,113). Final Inspections at Parks (303,299,307), Concord (109) Legacy (73,69,40), and at Reserve (42). Fence Inspections.

Jan. 18- Form Inspections at Reserve (59,37) Legacy (4,5,42,41) Final Inspections at Reserve (42) Parks (301-306). EPSC Springbrook. Issued NOV for Willow Grove.

Jan. 19- Final Inspections at Summerlin (149,150). Form Inspections at The Reserve (50,38). Composed and Issued NOV for Fields at Oakwood.

Jan. 23- Moved Equipment to the municipal park for work to be completed for Fire Hall #1. Inspected property of Shell Fuel Stations on Hwy 76 for Trash accumulation in the wooded area. Form Inspections at Parks (308-312). Land Disturbance at Willow Grove (20,19,40,72-75). Final at Willow Grove (lot 2). Investigated property of the Shell stations.

Jan. 24- Updated Highland Park on issues. Final inspections at The Parks (338-333). Form Inspections at Legacy (40) and Finals at Legacy (76).

**Public Services Department – Stormwater Division**  
**January 2023**

Jan. 25- Pre-construction meeting regarding RV Park.

Jan. 26- Personal Time: Birthday!!

Jan. 30- Moved Equipment to Sunnybrook. LD inspections for Summerlin (183,182) Fields (116) Reserve (1) Willow (40,76-78). Open Trench at Cardinal Point.

Jan. 31- Form inspections at Legacy (87-89,107-109) Reserve (204). Final Inspections at Reserve (49). NHI Training, FEMA Webinar, Built Inspector's Report for BMA.

Inspector Hours:

Hours Worked: 140

Holiday Hours: 20

PTO: 20

Total Hours: 180



**Public Services Department – Public Works Division**  
**January 2023**

<b>Total Hours Worked</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>22-Dec</b>	<b>23-Jan</b>	<b>YTD 22/23</b>
Stormwater	8,134	9,364	8,741	10,229	9191.25	752	720	5,728
Facility Maintenance	3494	2187	1,227	1,137	887.25	37	146	508
Fleet Maintenance	1034	514	282	380	422.5	42	45	404
Meeting/Training	502	510	517	400	457	16	23	312
Leave	1,253	576	613	810	823	286	107	908.75
Holiday	795	470	385	555	545	75	70	385
Overtime	508.5	488	414	311	152.75	72	3	183
Administrative	385	698	803	867	1153.25	9	22	167
Drainage Work (feet)	0	906	2749	10	0	237	1,628	7,143
Drainage Man Hours	0	1470	1045	170	14	167	265	2313.5
Debris Removed Load	0	100	35	44	0	14	28	111
Sweeping Man Hours	0	18	13	0	0	11	0	73
Mowing Hours	0	22	175	219	221	0	0	109
Curb Repair	0	0	0	15	0	0	0	0
Shoulder LF	0	4485	630	5	640	20	0	20
Shoulder Hours	0	155	160	49	176	12	0	12
# of Potholes	0	250	473	346	385	1	43	69
Pothole Hours	0	759	734	1,181	831.5	1	12	45
R-O-W Hours	0	2835	2416	4,027	3044.5	47	22	353
Sign/Repaired	0	120	91	84	63	0	0	6
Sign Work Hours	0	289	179	234	109	0	0	4
Salt Hours	0	10	143	24	76.5	49	0	49
Salt Tons	0	12	20	23	18	3 Tons	0	0
Decorative Street Light Hours	0	57	46	125	133.5	0	11	11
Traffic Light Hours	0	0	65	20	158	0	0	0
Inspector Hours						178	180	626

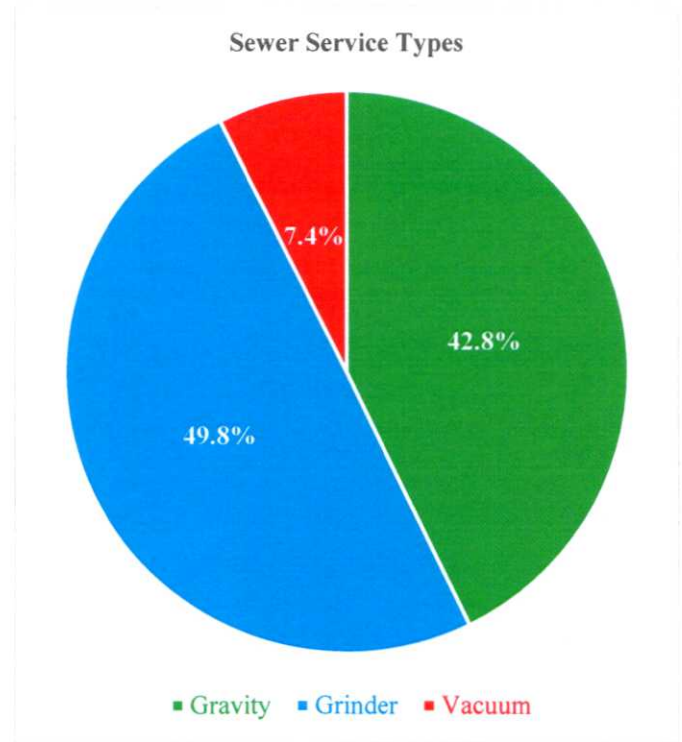
**Public Services Department - Wastewater Division  
January 2023**

**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 **January 31<sup>st</sup>, 2023**, City personnel count a total of **5,990** sewer system connections, with **7 new** applications for service in **January 2023**. Totalized counts of each type of connection are provided below:

<b>Gravity Sewer Connections</b>	<b>2,564</b>
<b>Low-Pressure Grinder Sewer Connections</b>	<b>2,982</b>
<b>Vacuum Sewer Connections</b>	<b>444</b>

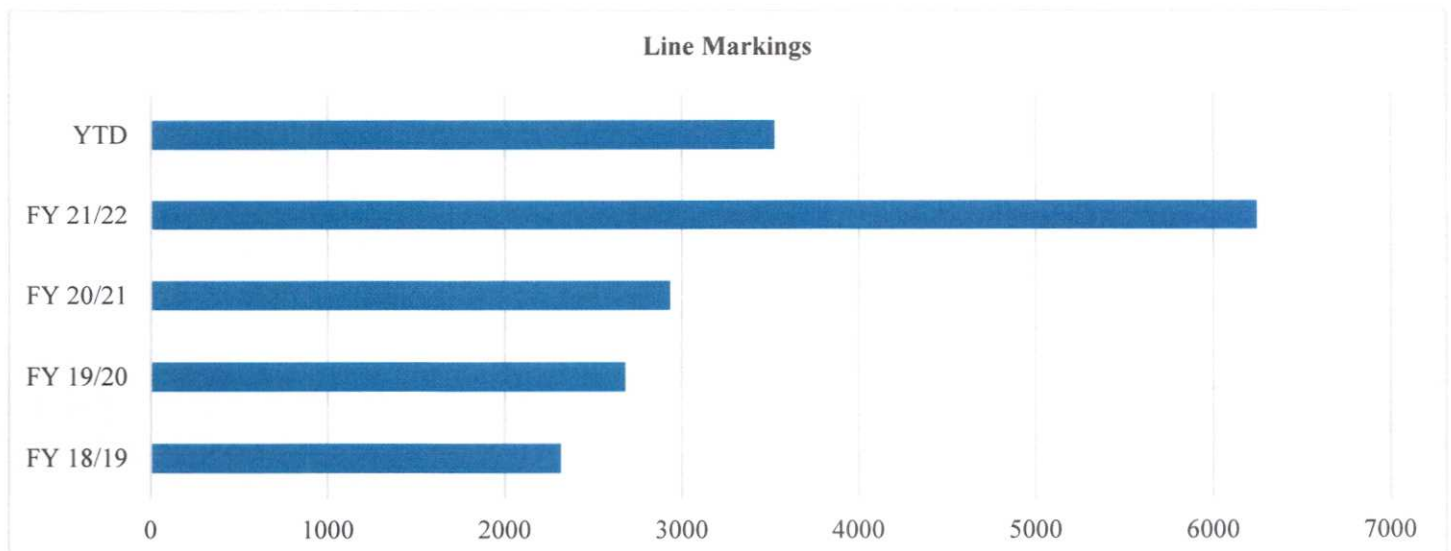
The City counts **187** commercial grinder stations, **2,795** residential grinder stations, and **28** major lift stations integrated into our system.



**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 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>January 2023</u></b>	<b><u>FY 22/23 YTD</u></b>
Tennessee 811	2315	2680	2933	6245		445	3525



**Public Services Department - Wastewater Division  
January 2023**

<u>Lift Station Location</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>		<u>Jan 2023</u>	<u>FY 22/23 YTD</u>
Union Road	6	6	9	0		0	1
Summerlin	2	5	22	0		0	0
Settlers' Ridge	1	1	1	1		0	0
Cope's Crossing	7	8	6	9		1	3
Cambria	1	4	3	4		0	0
Belmont Lodge Apartments	n/a	n/a	n/a	0		1	1
Kensington Green	n/a	1	0	0		0	0
Meadowlark Townhomes	n/a	n/a	n/a	0		0	0
Meadowlark	4	2	1	1		0	2
Sage (aka Hester)	0	1	0	0		0	1
Loves Truck Stop	n/a	0	0	3		0	1
Highway 76 (aka Springfield)	1	1	0	0		0	0
Portland	1	0	1	0		0	1
North Palmers Chapel Vacuum Station	8	3	1	7		0	1
Villas at Honey Run	n/a	n/a	n/a	1		0	2
31W Apartments	n/a	n/a	n/a	0		0	0
Calista Apartments	n/a	n/a	n/a	0		0	0
Calista Vacuum Station	4	2	1	9		0	3
Concord Springs	n/a	0	0	2		0	0
Fields at Oakwood	n/a	n/a	2	2		0	0
Los Jalapenos	n/a	n/a	n/a	0		0	0
Mt. Vernon Apartments	n/a	n/a	n/a	0		0	0
Grove at Kendall	n/a	n/a	n/a	0		0	0
Wilkinson Lane	1	3	1	3		0	0
Heritage High School	2	1	0	0		0	0
Legacy Farms	n/a	n/a	n/a	0		0	0
The Parks #1	n/a	0	0	0		0	0
Treatment Plant	4	6	3	0		0	0



**Public Services Department - Wastewater Division**  
**January 2023**

**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.

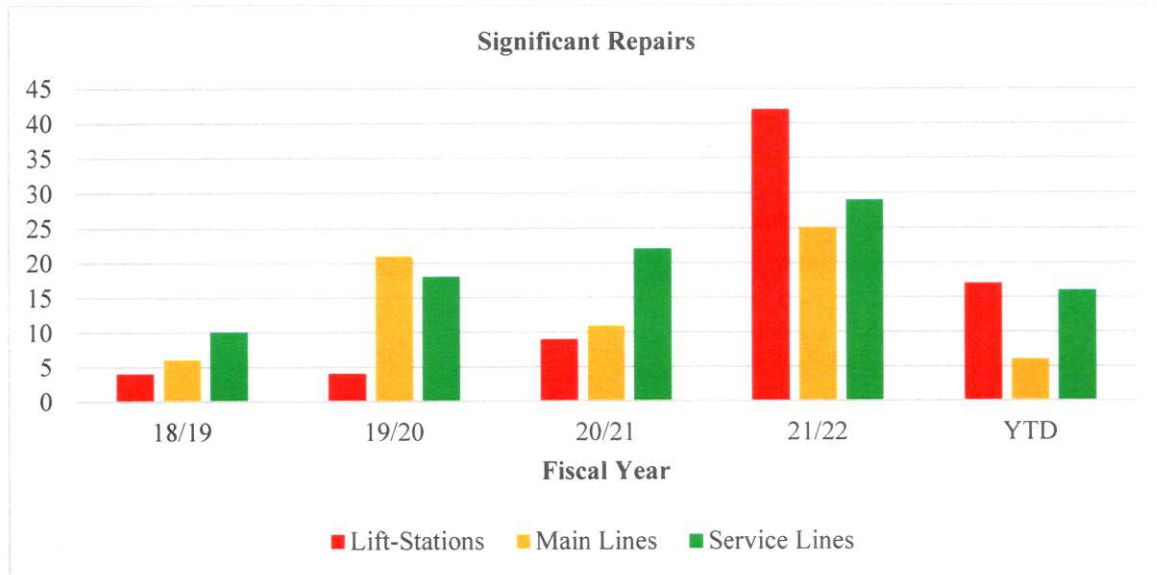
**Major Alarms:**

- **Copes Crossing:** Pump-1 has been rebuilt and returned to service following a seal failure. Station is operating normally.
- **Belmont Lodge:** Both grinder pumps at the Belmont Lodge Apartments clogged and jammed. Pump-1 was able to be unclogged without pulling pumps and returned to service. Pump-2 will have to be pulled from tank once ground is dry enough to access with crane truck. Tank is scheduled for cleaning during this process, and station is currently operating on one pump.

**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 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>Jan 2023</u></b>	<b><u>FY 22/23 YTD</u></b>
Major Lift Stations	4	4	9	42		3	17
Main Line	6	21	11	25		2	6
Service Line	10	18	22	29		0	16



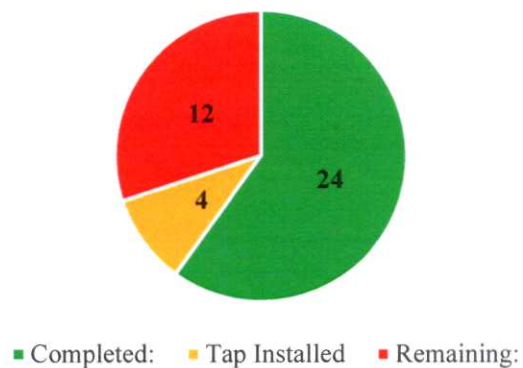


Public Services Department - Wastewater Division  
January 2023

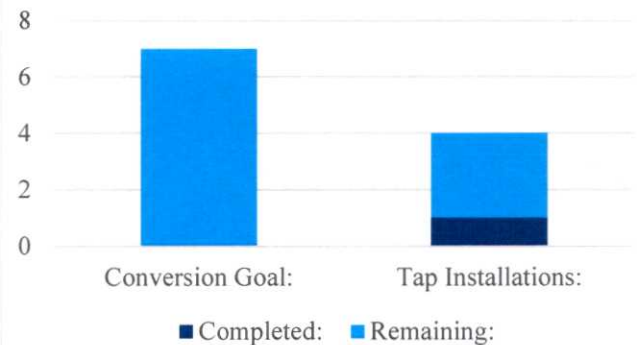
Ongoing Projects:

- 1. 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. **Phase-1 installation is almost complete, pending the installation of one final valve and final site cleanup / road patches. Phase-2 bids have been received, and Twin States awarded the contract for the second phase as well. Phase-2 will run approximately 5,600 ft from Hester Dr to the intersection of Sage Rd and Cardinal Dr. The pre-construction meeting for Phase-2 was held on Monday, 12-05-2022.**
- 2. Calista Vacuum Station:** All three of the new Mink vacuum pumps installed in 2019 have failed prematurely, with metal shavings discovered in the oil pan of pump #3, and a splined coupler failure in both pump #1 and pump #2. We are sending pump #3 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. Pumps 1 and 2 have been repaired and are operating normally once again. The exhaust pipes for pump 3 have been modified to reduce smoking from the older Busch pump.**
- 3. 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:



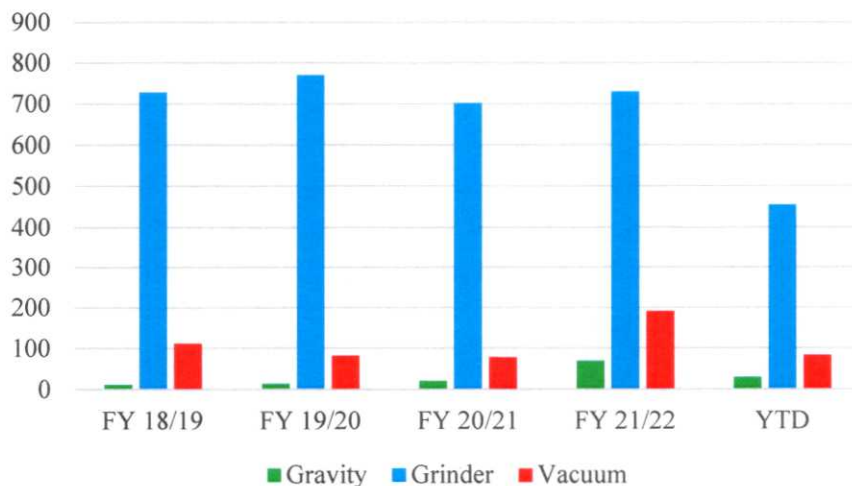
Septic-to-Sewer Conversion Goals  
(FY-2022/2023)



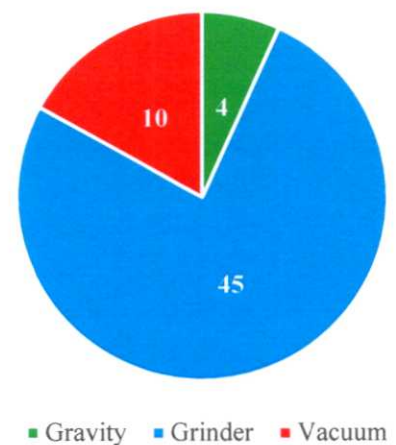
**Public Services Department - Wastewater Division  
January 2023**

<u>Work Orders</u>	<u>FY 18/19</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>		<u>Jan 2023</u>	<u>FY 22/23 YTD</u>
<b>Vacuum System Service Request</b>	112	82	78	191		10	83
<b>Gravity Service Request</b>	10	13	20	69		4	29
<b>Low Pressure Service Request</b>	728	770	702	730		45	454
<b>Total Pumps Replaced</b>	361	449	492	472		31	265
<b>Total Pumps Rebuilt</b>	n/a	n/a	135	114		11	30
<b>Total Warranty Pumps Returned</b>	n/a	n/a	n/a	129		5	90
<b>Grinder Tank PM Program</b>	358	267	219	117		6	72
<b>Open Trench Inspections</b>	103	226	409	702		47	371
<b>Final Inspection for New Service</b>	62	110	248	405		27	273
<b>Sanitary Sewer Overflow (SSO)</b>	3	49	19	28		3	8
<b>Odor Complaints</b>	43	43	35	22		0	16

**Sewer Service Calls by Connection Type (YTD)**



**Sewer Service Calls by Connection Type (January 2023)**



Public Services Department - Wastewater Division  
January 2023

**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.

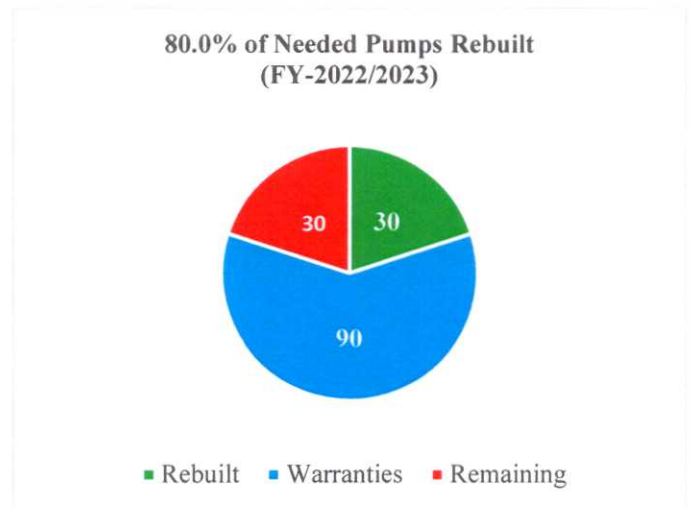


**Pump Rebuilds:**

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  
January 2023

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.

Parameter	Oct - 22	Nov - 22	Dec - 22	Jan - 23	
Flow – To Creek	0.518 MGD	0.648 MGD	0.732 MGD	0.718 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	0.518 MGD	0.648 MGD	0.732 MGD	0.718 MGD	
Capacity	1.400 MGD	1.400 MGD	1.400 MGD	1.400 MGD	
% of Plant Throughput	37.0%	46.3%	52.3%	51.3%	(0.718 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	46.3%	57.9%	65.4%	64.1%	(0.718 MGD) / (1.120 MGD)
Rainfall	2.13"	4.95"	6.68"	6.37"	

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	January 2023	FY 22/23 YTD
Effluent Violations	7	12	7	32	1	7

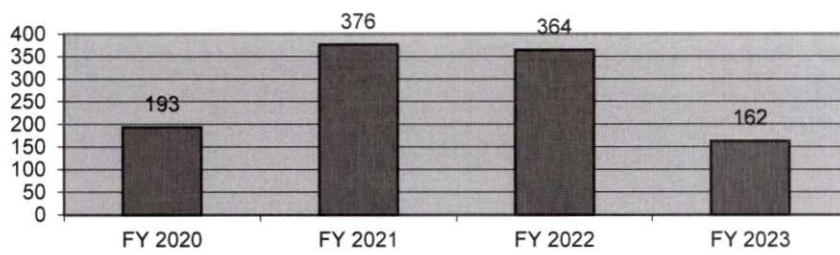
- Violations:** One violation for Total Phosphorus Rolling Average in pounds per year. This will continue until the new plant is operational. Violations may continue for several months after completion of construction until the annual rolling average can be reduced below the violation limits by the new facility.
- 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.**
- Peracetic Acid:** TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly. The PAA feed rate is operating at a constant **2.50** parts per million (ppm). The average residual was **0.22** PPM with a max residual of **0.37** PPM. **Last month the feed rate was 2.90 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 **37.7 CFU's** which is well below the limit. **Last month the average was 30.8 CFU.**

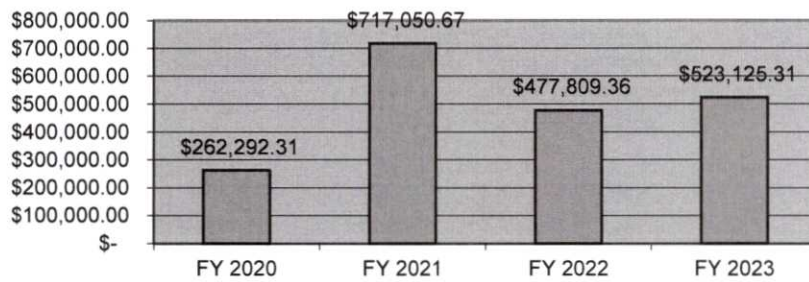


Planning and Codes Department  
January 2023

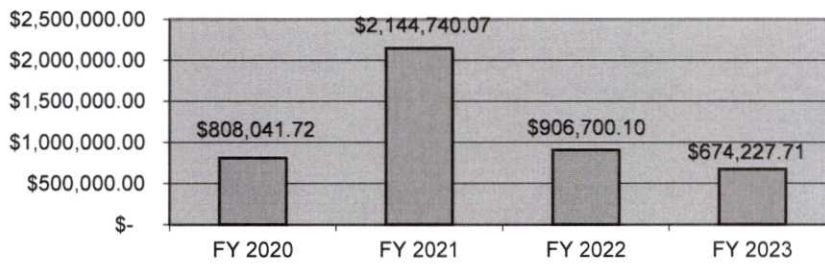
Single Family Permits



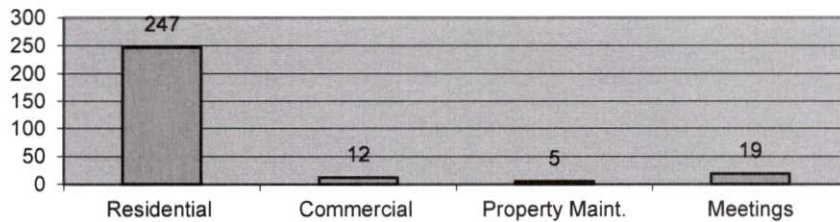
Impact Fees



Permit Fees



Monthly Inspections / Meetings



**Planning and Codes Department  
January 2023**

	Month	FY2023	FY2022	FY2021	FY2020
<b>MEETING AGENDA ITEMS#</b>					
Planning Commission	0	57	67	74	69
Construction Appeals	0	0	0	0	0
Zoning Appeals	0	3	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	10	162	340	376	193
Multi-Family Residential	0	10	0	22	13
Other Residential	11	50	89	83	91
New Commercial	1	7	7	6	6
New Industrial	0	0	0	2	0
Other Com/Ind	3	20	25	23	33
Sign	0	11	11	17	14
Occupancy Permits	42	235	319	400	212
Other	1	10	11	12	3
<b>BUILDING INSPECTIONS</b>					
Residential	247	3082	5452	2621	2858
Hours	123.5	1416.5	1367	533	699
Commercial /Industrial	12	61	139	92	110
Hours	10	40	48	18	12.83
<b>CODE ENFORCEMENT</b>					
Total Cases	5	83	35	98	179
Hours	2.5	46	35.75	70.24	86.75
Complaints Received	5	78	55	41	116
<b>MEETINGS</b>					
Administration	8	58	117	72	58
Hours	12	75	127	70	38
Planning	9	68	127	53	76
Hours	13.5	84.5	96	50	70
Codes	2	3	8	11	28
Hours	2	6	10	9	37
<b>FEES</b>					
Permit Fees	\$23,432.20	\$ 674,227.71	\$ 906,700.10	#####	\$808,041.72
Board Review Fees	\$2,750.00	\$ 9,575.00	\$ 14,100.00	\$ 84,775.00	\$11,000.00
City Impact Fee	<b>\$12,450.00</b>	<b>\$ 523,125.31</b>	<b>\$ 477,809.36</b>	<b>\$ 717,050.67</b>	<b>\$262,292.31</b>
Roads	\$3,810.00	\$ 143,837.51	\$ 664,873.68	\$ 301,769.60	\$77,860.90
Parks	\$3,960.00	\$ 107,526.00	\$ 114,114.00	\$ 150,326.00	\$ 74,646.00
Police	\$2,820.00	\$ 105,515.13	\$ 125,535.54	\$ 191,431.41	\$ 59,096.30
Fire	\$1,860.00	\$ 81,269.87	\$ 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	212	212	22	0	96
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 30	\$ 9,584,953.60	\$7,074,276.17	\$3,374,092.67	\$1,633,984.00	\$922,141.63
Workings Days in Month	16		17	16	15



**Parks, Recreation, & Cultural Arts Department**  
**January 2023**

**Update on ongoing projects:**

*Soccer Complex Renovation Phase II*

- Received some revisions that need to be made on the design from TDEC this month.

*Tennis Courts*

- Parking lot now complete
- All that remains is establishing grass and landscaping and it should be fully complete
- We anticipate a soft opening sometime next month followed by a ribbon cutting event



*Rec Center*

- Work has slowly continued on the Rec Center project
- After discussion, it was decided to undercut for the parking lot on the north side of the gymnasium with how wet it has been. However, it has been so wet that hasn't gotten much traction either. They also may be installing a gravel lot for the time being once they are actually able to start work on it.
- There have been some issues with sewer lines being hit and not knowing where they go to, so that has slowed the progress on the south end of the gymnasium.
- Once the parking lot on the north side of the gymnasium is complete it will allow for work to continue on the south end and they will be able to re-route lines.

*Splash Pad Maintenance Building*

- Decided to stop construction to investigate whether we could replace holding tank due to it possibly being a future hindrance.
- After discussion we decided to re-size the building to not cover the holding tank so that we could more easily replace the tank if needed in the future.



**Parks, Recreation, & Cultural Arts Department  
January 2023**

*Cemetery Software*

- We have continued playing with the software and making corrections
- It may be another month before we are comfortable enough to go live as we keep finding some mistakes that need to be corrected before it goes out to the public.

*Museum Chimney Restoration*

- Collected 3 quotes
- Still finalizing things with the company we will end up using

*Greenway Bridge Restoration*

- This involves repairing the small Greenway bridge along Tyree Springs that is slumping and needs repairs to its foundation
- Received one quote back
- We will likely be moving forward with it soon but the creek will need to be drier and school will likely need to be out in order to complete the project as traffic control will be needed while it is going on
- In the meantime, we have temporarily jacked up the bridge and placed concrete bags underneath it to secure it a little more.



*Field 5 Fencing*

- Complete



**Parks, Recreation, & Cultural Arts Department**  
**January 2023**

*Utility Vehicle*

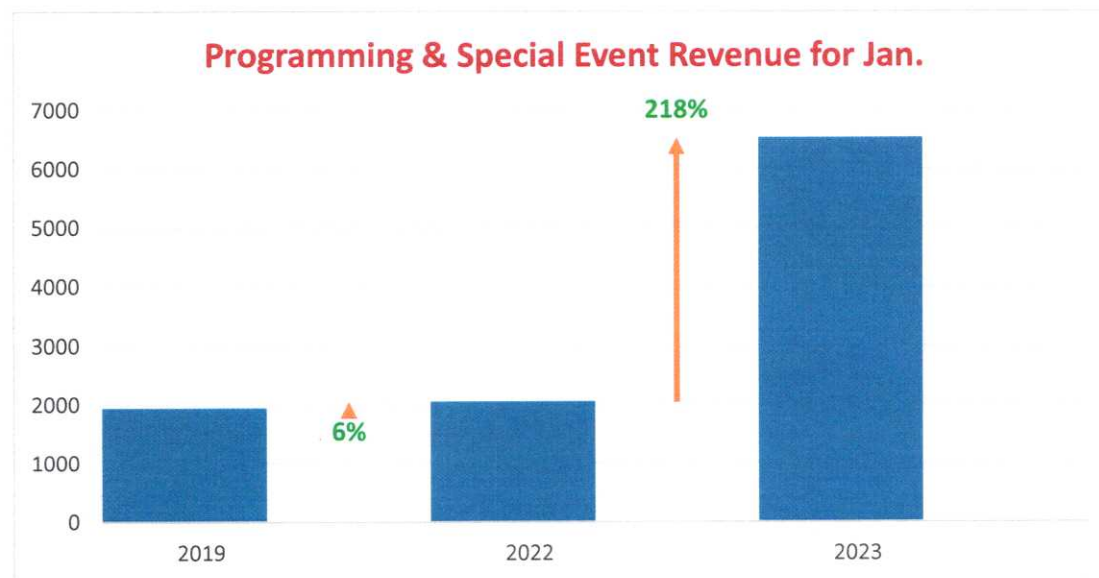
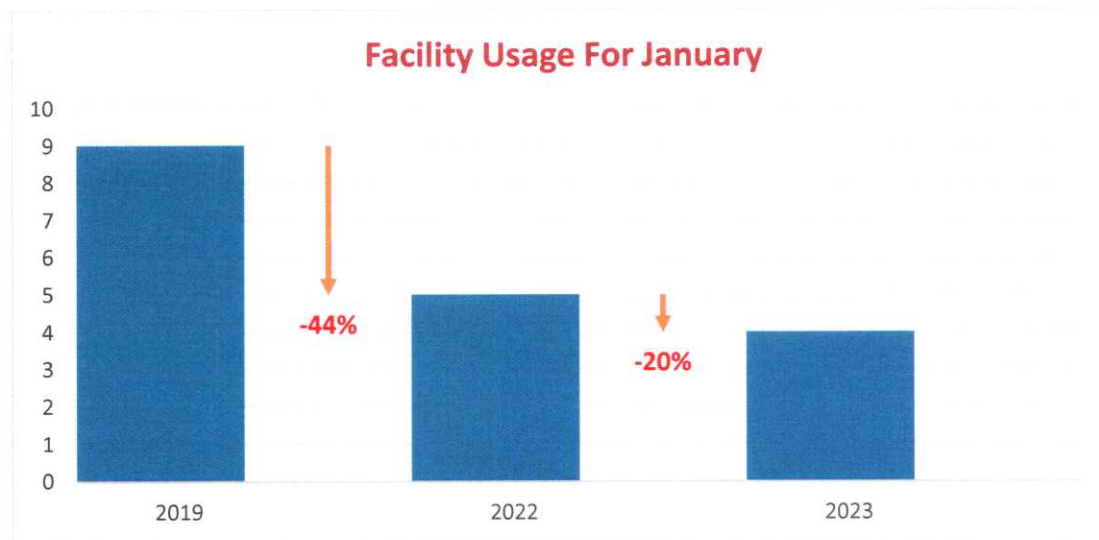
- Found Kawasaki Mule on state contract and put on order
- Should hopefully arrive before the end of the budget year

*Cemetery Fencing*

- This is to finish the decorative fencing that is between the cemetery and the neighboring property to the north.
- We went out to bid this month and bids are due back February 1<sup>st</sup>.
- Once complete, we will have the entire cemetery fenced in

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

*Dog Park Parking lot paving/stripping*



**Parks, Recreation, & Cultural Arts Department**  
**January 2023**

**Recreation**

**Special Events**

None

**Adult Athletics**

Men's Basketball: Registration Jan 16<sup>th</sup>- Feb 28<sup>th</sup>

- 4 teams & 2 Free agents as of 01/31

Adult Softball: Registration Jan. 30<sup>th</sup>- Mar. 6<sup>th</sup>

- 1 Free agent as of 01/31

**Youth Athletics**

*Youth Basketball*

- 377 kids registered- 49 teams
- Games started December 10<sup>th</sup>
- Games set to end Feb 23<sup>rd</sup>

Girls' Volleyball: Registration Jan. 1<sup>st</sup> – Feb. 12<sup>th</sup>

- 64 registered as of 01/31

Challenger Baseball: Registration Jan. 1<sup>st</sup> – Feb. 28<sup>th</sup>

- 3 registered as of 01/31

Submitted RFP for photographer.



**Other**

Open gyms:

Pickle Ball Open Gym

- Tuesdays and Thursdays- Averaging 15 people a day

Open Gym Basketball

- Averaging 6 people per day

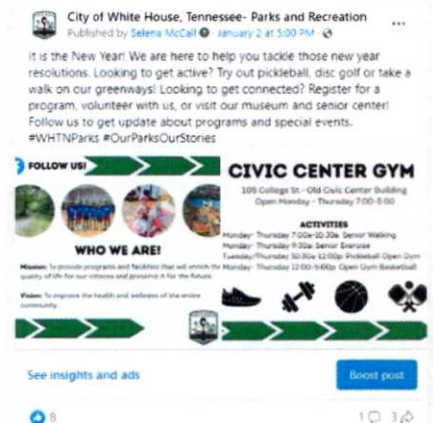
Website:

- Cleaned up tabs and content on Museum page.



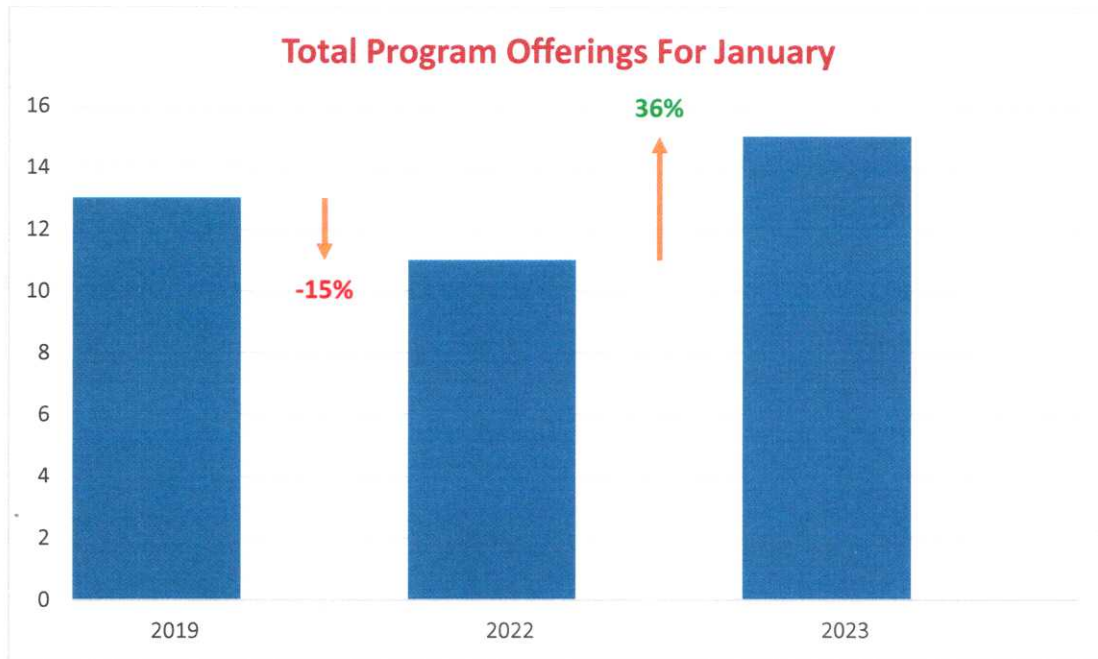
Facebook

- 296 Followers
- 20 total posts for January
- Best Performing Post:
  - New year post about department's Mission and vision
    - Reach: 4,597
    - 549 engagements





Parks, Recreation, & Cultural Arts Department  
January 2023



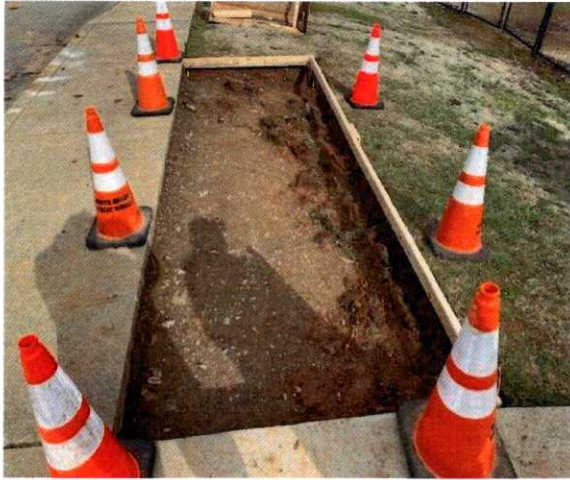
**Maintenance**

- Painted sign posts, Trailhead signs and picnic tables.



**Parks, Recreation, & Cultural Arts Department**  
**January 2023**

- Dug and poured a concrete pad for porta john at field 7. We also poured a pad under sidewalk by Jr pro to help with erosion.



- We are currently finishing dry wall in our shop so we can paint. Should be done early next month.
- We cleaned up and straightened our equipment shed at shop. Now it is clean and organized.
- Bought parts and repaired gate at the park playground.
- Bought parts and repaired the gate at cemetery.
- Put up a new flag at cemetery. (Bought some extra ones to have on hand)
- Put up Authorized Personnel signs on doors at the park and soccer complex.
- We put the green pads on back stops to be ready for season.
- We put the rubber back stops back on field 5 after the new fence was completed.
- We changed the oil and filter on our skid loader.

**Museum**

**Volunteers**

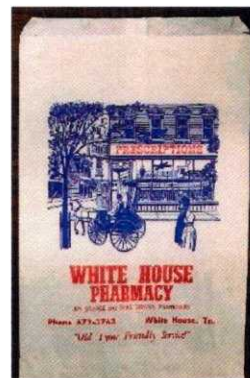
With the help of the museum's volunteers, we have been planning the year. We are preparing for school presentations, new displays and The Gathering at the White House Inn Museum. The volunteers have provided the museum with 12.5 hours of service in January.

**Exhibits**

The exhibit which celebrates the life of Mrs. Evelyn Palmer Guill has been taken down in order to put up the next month's display. The new exhibit will debut on February 1, 2023.

**Donations**

Chris Martin donated a prescription bag from White House Pharmacy, several funeral programs, 1990 First Baptist Church Directory with history and a White House High School seat cushion.





**Parks, Recreation, & Cultural Arts Department  
January 2023**

**Seminar**

Attended a seminar on Best Practices for Interpreting Black Tennessee History. The speaker was Brigette Jones of the Belle Meade Mansion.

**Tours at Museum**

Tours were given to walk ins.

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

January 17 – Chamber Luncheon with Ferrell Haile

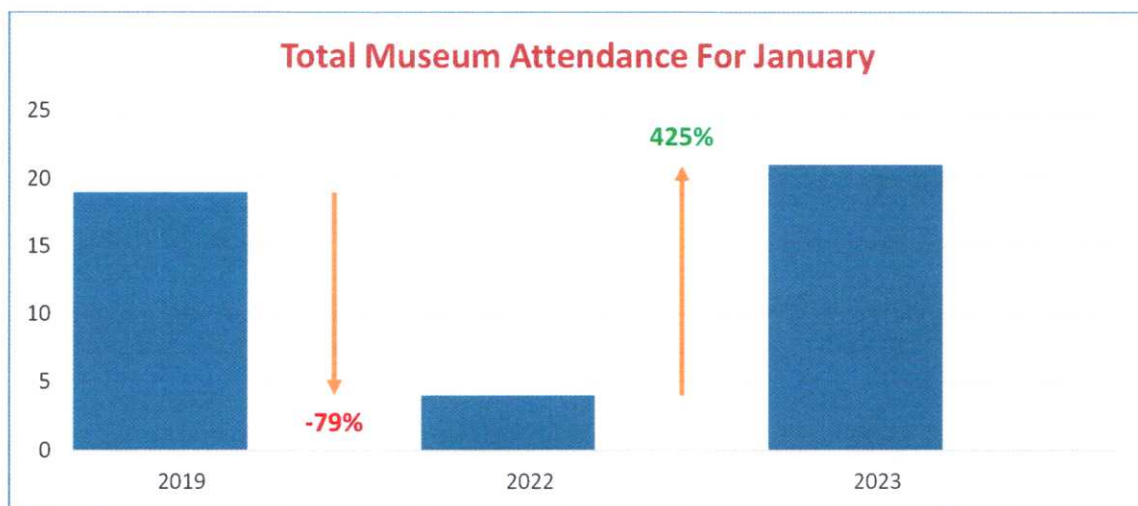
January 24 – Parks Recognition Luncheon

January 26 – Ribbon Cutting at Dash of Dez



**Visitors' Center and Museum Attendance**

Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
1	2	19	21	0





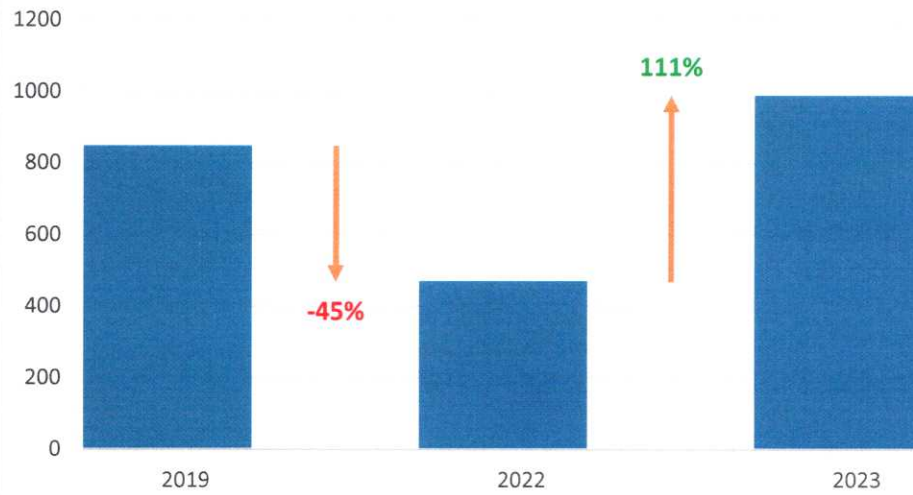
**Parks, Recreation, & Cultural Arts Department  
January 2023**

**Senior Center**

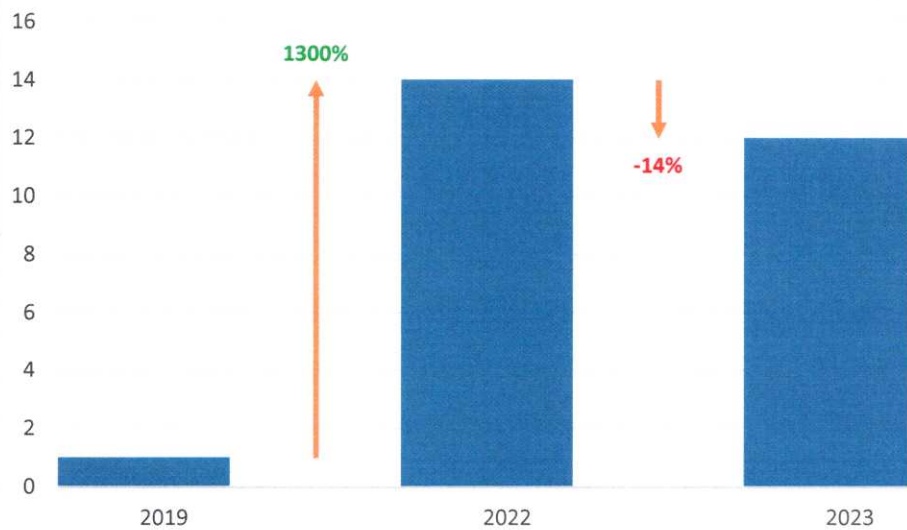
<b>Senior Center Participation - December 2022</b>			
<b><u>Outings/Events:</u></b>			
Birthday Lunch	24		
Garden Club	29		
Bunco	9		
Board Game Day	4		
Mystery Trip/Corvette Museum	13		
Bible Study	2		
Farmers Rummy	9		
<b>Total</b>	<b>90</b>		
		<b><u>Sr Meals Wednesdays</u></b>	
		129	
		132	
		125	
		117	
		<b>503</b>	<b>TOTAL</b>
<b><u>Programs:</u></b>			
Fittercise-Strength, Yoga	521		
Walk	157		
Bingo	34		
Cards, Games,Pool	134		
Pickle Ball	67		
<b>TOTAL</b>	<b>913</b>		
<b>MEMBERS</b>	<b>301</b>	Updated members	as of 1/31
<b>TOTAL Sr Center Participants:</b>	<b>1413</b>	<b>Total</b>	<b>1506</b>

Parks, Recreation, & Cultural Arts Department  
January 2023

Senior Programming Attendance For January



Senior Center First Time Visitors for January



Parks, Recreation, Cultural Arts Department  
January 2023

	FYE 2019	FYE 2020	FYE 2021	Jan. 19	Jan. 22	Jan. 2023	YTD 22-23
<b>Facility Usage</b>							
Special Use Permits Submitted	13	15	39	0	0	9	14
Pavilion 1 Usage	3	7	21	0	0	0	7
Pavilion 2 Usage	11	5	13	0	0	0	5
Pavilion 3 Usage	106	38	74	0	0	0	65
Splash Pad Pavilion Usage	177	106	99	0	0	0	122
Total Number of Pavilions Usage	297	156	207	0	0	0	199
Gymnasium Rentals	130	79	23	9	5	2	64
Amphitheater Usage	3	0	1	0	0	0	7
Community Room				0	0	2	11
Total Number of Facility Rentals	196	89	30	9	5	4	82
Ballfield Rentals	7	45	146	0	0	0	106
Vistor Center Attendance	6	21	20	2	2	1	16
Vistors Who Also Toured Museum	14	84	70	5	0	2	101
Museum Attendance Only	85	668	115	14	4	19	936
Total Museum Attendance	99	752	189	19	4	21	1037
<b>Programming</b>							
Number of Youth Program Participants	679	578	417	0	0	0	667
Number of Adult Program Participants	240	76	100	0	0	0	69
Number of In-House Special Events Offered	8	7	9	0	0	0	7
Number of In-House Special Event Attendees	2987	2964	1077	0	0	0	2150
Number of Rec Programs Offered	34	18	19	3	2	4	13
Number of Senior Center Memberships	319	1768	2000	201	205	301	1605
Number of New Senior Center Memberships	16	16	0	0	0	9	9
Senior Center Participants	14,966	9594	4412	1,272	712	1,506	9570
Senior Center First Time Visitors	32	59	36	0	14	12	84
Number of Senior Trips Offered	54	37	9	3	3	1	27
Number of Senior Trip Participants	896	613	81	37	35	13	335
Number of Senior Programs Offered	117	76	34	10	9	11	79
Number of Senior Program Participants	9,989	6798	1061	848	470	990	6282
Number of Senior Meals Served	54	34	36	5	3	4	28
Number of Meals Participants	4052	2235	3277	387	207	503	2953
Offsite Presentation Attendees	0	15	0	0	0	0	300
Total Number of Programs Offered			53	13	11	15	92
<b>Revenues</b>							
Youth Programs	\$55,825.00	\$41,183.00	\$44,261.00	\$1,939.00	\$2,053.00	\$4,460.00	\$ 64,582.00
Adult Programs	\$ 8,460.00	\$ 3,580.00	\$ 6,230.00	\$0.00	\$0.00	\$2,065.00	\$ 6,270.00
Special Events	\$ 4,355.00	\$ 2,009.00	\$ 3,495.00	\$0.00	\$0.00	\$0.00	\$ 780.00
Senior Meals	\$10,875.00	\$ 5,961.50	\$ 8,222.50	\$1,015.00	\$602.00	\$1,663.50	\$ 9,793.50
Shelter Reservations	\$12,135.00	\$ 4,780.00	\$ 9,112.50	\$170.00	\$290.00	\$70.00	\$ 3,730.00
Facility Reservations	\$19,305.00	\$ 8,046.88	\$ 2,956.25	\$1,668.75	\$2,750.00	\$2,787.50	\$ 9,621.50
Field Rentals	\$ 2,521.00	\$ 1,203.34	\$ 5,820.50	\$0.00	\$0.00	\$0.00	\$ 4,015.00
Affiliate League/Tournament Fee Revenue	\$13,286.00	\$16,017.20	\$ -	-	\$0.00	\$0.00	\$ 22,045.50
Misc	\$11,744.00	\$15,394.74	\$ 9,686.39	\$1,629.06	\$59.68	\$2,567.12	\$ 4,417.18
<b>Maintenance</b>							
Mowing Hours	1,554	2,601	2,195	0	0	0	824.5
Work Orders Received	N/A	8	9		0	0	12
Work Orders Completed	N/A	8	9		0	0	11
Number of Projects Started	27	40	39		3	2	5
Number of Projects Completed	18	35	32		3	2	5
Number of ballfield rainouts	NA	NA	NA		NA	0	25
Bags of Field Dry Used	NA	NA	NA		NA	0	3



**White House Library**  
**January 2023**

**Summary of Activities**

The library director attended a director's check-in with the regional office. There was an introduction of new directors in the region, upcoming in-services, tracking training, technology grant, state and federal orders, and reconsideration of material policies.

The director and library supervisor got updated headshots at the Chamber office. These pictures will be used on the city website.

The library director met with Alderman elect Sam Matthews and Jana Spicer. The director explained what her role at the library was and gave them a folder with information about the library, the library board, and the regional board.

The library director attended a Lions club meeting on January 11. The director is going to follow up with Hank Dehaven about having eye screenings for kids at library.

The library director and catalog librarian did a follow up meeting with the LibCal representative to discuss the reservation software. The rep walked the two through some of the setting issues that were causing problems. The two will make the necessary adjustments and see if that fixes the issue before purchasing the software.

The library staff did an active shooter training on January 11 with Officer Enck. Staff were taught the three main strategies on what to do in that type of situation and how to be aware of your surroundings.

The library director attended a library board meeting on January 12. The board voted on a proposed budget, general policy updates, patron acceptable behavior policy, and computer policy. The board also completed the library director's evaluation at this meeting.

The library director and library supervisor attended a conflict management course at the regional library on January 24. A representative from MTAS presented on methods to help resolve conflict in the workplace.

The library director attended the BMA study session to conduct interviews for the Aldermen ward 3 vacancy.

The library director attended the first budget retreat session in which the department heads reviewed each of their CIP projects and gave them a score based on the matrix system. The library director will present her request to the city administrator in February.

**Department Highlights**

The highlights for the month were the active shooter training, the conflict management training, and the library board voting to update library policy. All three of these will be helpful to the staff.

**White House Public Library  
January 2023 Performance Measures**

**Official Service Area Populations**

2019	2020	2021	2022
14,202	14,363	14,455	14,820

**Membership**

January	2019	2020	2021	2022	2023
New Members	111	100	85	95	151
Updated Members	283	332	332	326	991
Yearly Totals	2019	2020	2021	2022	2023
Total Members	8,376	9,496	7,027	7,125	7,254
% of population with membership	59	66	49	48	49

Every year the library will purge the system of patrons that have not used their cards in the past 3 years.

**Total Material Available:** 39,454

**Estimated Value of Total Materials:** \$986,350

**Total Materials Available Per Capita:** 2.66

**Last Month:** \$982,450

**Last Month:** 2.65

**State Minimum Standard:** 2.00

**Materials Added in January**

2019	2020	2021	2022	2023
436	176	120	365	183

**Yearly Material Added**

2019	2020	2021	2022	2023
3,004	3,025	3,035	3,573	183

**Physical Items Checked Out in January**

2019	2020	2021	2022	2023
4,954	4,809	4,189	5,178	6,167

**Cumulative Physical Items Check Out**

2019	2020	2021	2022	2023
62,522	50,042	59,515	80,653	6,167

**Miscellaneous item checkouts**

January	2019	2020	2021	2022	2023
Technology Devices	51	28	54	63	67
Study Rooms	95	77	21	58	65
Games and Puzzles	69	96	120	148	165
Seeds	0	16	50	23	96
STEAM Packs	22	30	0	24	20
Cake Pans	*	13	2	4	4
Outdoor Items	*	*	*	*	1
Honor Books	*	*	*	*	11

**Yearly Totals**

2019	2020	2021	2022	2023
137	381	725	743	67
253	305	395	746	65
222	955	1,263	2,060	165
112	302	878	883	96
61	25	160	234	20
1	28	21	69	4
*	*	*	17	1
*	*	*	19	11

**Library Services Usage**

January	2019	2020	2021	2022	2023
Test Proctoring	2	2	0	3	1
Charging Station	6	11	3	1	1
Notary Services	*	13	4	11	9
Library Visits	4,549	4,549	2,519	3,151	3,498
Website Usage	1,092	1,092	2,253	2,449	3,910
Reference Questions	2	2	4	4	0

**Yearly Totals**

2019	2020	2021	2022	2023
27	74	108	61	1
19	47	45	21	1
16	88	144	135	9
55,728	30,007	38,913	48,253	3,498
16,935	17,977	27,907	33,678	3,910
77	60	73	31	0

**Computer Users**

January	2019	2020	2021	2022	2023
Wireless	731	592	238	299	372
Adult Users	369	375	220	200	189
Kids Users	186	194	2	123	161

**Yearly Computer Users**

2019	2020	2021	2022	2023
2,017	3,829	3,878	4,544	372
1,103	2,138	2,235	2,608	189
556	427	957	2,987	161

**Library Volunteers**

January	2019	2020	2021	2022	2023
Library Volunteers	17	14	12	10	8
Volunteer Hours	106	155	114	86	41

**Yearly Totals**

18-19	19-20	20-21	21-22	22-23
82	36	20	48	25
809	1,286	1,204	1,492.5	694



**White House Public Library**  
**January 2023 Performance Measures**

**Universal Class Counts**

January	
Sign ups	4
Courses started	2
Lessons viewed	67
Class Submissions	88

**Yearly Totals**

2019	2020	2021	2022	2023
9	10	13	18	4
16	53	39	2	2
194	1,771	1,008	876	67
105	800	515	465	88

**Programs**

1,000 books	2019	2020	2021	2022	2023
Monthly Sign-ups	2	2	1	9	0
total Sign-ups	214	67	174	133	133

Achievements	2019	2020	2021	2022	2023
100 Mark	0	0	22	10	0
500 Mark	2	0	2	5	0
Completion	1	2	4	7	1

**Face-to-face Kids Programs**

January	2019	2020	2021	2022	2023
Programs	15	12	0	12	11
Attendees	237	260	0	250	264
Yearly	2019	2020	2021	2022	2023
Programs	154	43	91	136	11
Attendees	4,201	1,185	2,167	3,646	264

**Grab & Go Kits**

January	2020	2021	2022	2023
Kits	0	6	0	0
Taken	0	251	0	0
Yearly	2020	2021	2022	2023
Kits	38	44	7	0
Taken	1094	1,699	334	0

The library did not start programs back up the first week of January to give both patrons and staff time to adjust after the holidays.

**Teen/tween Face-to-Face Programs**

January	2020	2021	2022	2023
Programs	0	0	8	8
Attendees	0	0	32	18
Yearly	2020	2021	2022	2023
Programs	11	43	98	8
Attendees	77	370	437	18

**Grab & Go**

January	2020	2021	2022	2023
Kits	0	4	0	0
Taken	0	55	0	0
Yearly	2020	2021	2022	2023
Kits	13	24	7	0
Taken	152	409	151	0

Since the library has only done combined teen/tween classes for the last year, the director will only record those numbers until the program grows and needs to be divided by age. The library did cancel one of its sewing classes due to weather and will reschedule it in February.

**Face-to-face Adult Programs**

January	2019	2020	2021	2022	2023
Programs	14	11	3	6	8
Attendees	88	54	17	27	36
Yearly	2019	2020	2021	2022	2023
Programs	157	42	63	75	8
Attendees	1,343	214	351	377	36

**Device Advice**

January	2019	2020	2021	2022	2023
Sessions	*	*	7	9	14
Yearly	125	51	81	131	14
Passive					
January	*	*	0	0	0
Yearly	*	*	0	20	0

The library had a special guest author visit during its creative writing program. In addition, device advice appointments were up, probably from so many individuals getting new devices for Christmas.

**Interlibrary Loan Services**

January	2019	2020	2021	2022	2023
Borrowed	58	53	59	27	54
Loaned	37	20	12	66	16

**Yearly Interlibrary Loan Services**

2019	2020	2021	2022	2023
690	534	673	872	54
410	151	226	317	16

January	R.E.A.D.S
Adults	2240
Juvenile	142

Yearly Totals	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Adults	21,138	23,138	19,466	21,110	13,940
Juvenile	1,430	1,189	1,032	2,013	946

The READS statistics come from the state.



City Court  
January 2023

**CITY COURT REPORT**  
**JANUARY 2023**

**CITATIONS**

TOTAL MONIES COLLECTED FOR THE MONTH	\$2,152.50	
<b>TOTAL MONIES COLLECTED YTD</b>		<b>\$25,564.50</b>

**STATE FINES**

TOTAL MONIES COLLECTED FOR MONTH	\$828.66	
<b>TOTAL MONIES COLLECTED YTD</b>		<b>\$13,800.80</b>

TOTAL REVENUE FOR MONTH	\$2,981.16	
<b>TOTAL REVENUE YTD</b>		<b>\$39,365.30</b>

**DISBURSEMENTS**

LITIGATION TAX	\$197.02	
DOS/DOH FINES & FEES	\$98.80	
DOS TITLE & REGISTRATION	\$137.75	
RESTITUTION/REFUNDS	\$0.00	
ON-LINE CC FEES	\$0.00	
CREDIT CARD FEES	\$0.00	
WORTHLESS CHECKS	\$0.00	
TOTAL DISBURSEMENTS FOR MONTH	\$433.57	
<b>TOTAL DISBURSEMENTS YTD</b>		<b>\$5,215.56</b>

ADJUSTED REVENUE FOR MONTH	\$2,547.59	
<b>TOTAL ADJUSTED REVENUE YTD</b>		<b>\$34,149.74</b>

**DRUG FUND**

DRUG FUND DONATIONS FOR MONTH	\$6.65	
<b>DRUG FUND DONATIONS YTD</b>		<b>\$4,210.38</b>

Offenses Convicted & Paid For Month	Count	Paid
Improper Parking		
Financial Responsibility Law	5	\$472.50
Registration Law	8	\$700.00
Improper Equipment		
Texting/Hands Free Law	1	\$30.00
Codes Violation		
DL Exhibited		
Red Light	2	\$85.00
Animal Control		
Stop Sign		
Speeding	8	\$697.50
Seat Belt-Child Restraint	1	\$30.00
Anti-Noise Regulations		
Exercise Due Care	1	\$55.00
Following Too Close		
Total	26	\$2,070.00

# RESOLUTIONS....

**RESOLUTION 23-01**

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ADOPTING SECTION 125  
PREMIUM ONLY PLAN FOR PLAN YEAR ENDING MARCH 31, 2024.**

**WHEREAS**, the undersigned Secretary or Principal of the City of White House (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on February 16, 2023, and that such resolutions have not been modified or rescinded as of the date hereof;

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

Section 1. The form of Amended Section 125 Cafeteria Plan effective April 1, 2023 presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

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

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

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

Adopted this 16<sup>th</sup> day of February 2023.

\_\_\_\_\_  
John Corbitt, Mayor

ATTEST:

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



# Adoption Agreement (2023)

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## For City of White House

### Section 125 Premium Only Plan

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

1. **Name of Employer:** City of White House
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2023**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective October 1, 2004.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2023**, and end on **March 31, 2024**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
  - a. ☒ (X) State of Tennessee
  - b. ☐ ( ) Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
  - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
  - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
  - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
  - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by \_\_\_\_\_  
City of White House

# Plan Document

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**As Amended and Restated for 2023**

**For City of White House**

**Section 125 Premium Only Plan**

Introduction

Article I                      Definitions

Article II                     Participation

Article III                    Contributions to the Plan

Article IV                    Benefits

Article V                     Participant Elections

Article VI                    Health Savings Account Program

Article VII                   Administration

Article VIII                  Amendment or Termination of Plan

Article IX                    Miscellaneous

## **Introduction**

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

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

## **Article I — Definitions**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **Article II — Participation**

### **2.1 Eligibility**

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

### **2.2 Effective Date of Participation**

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

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

### **2.3 Application to Participate**

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

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

### **2.4 Termination of Participation**

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

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



## 2.5 Termination of Employment

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

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

## **Article III — Contributions to the Plan**

### 3.1 Salary Redirection

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

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

### 3.2 Application of Contributions

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

### 3.3 Periodic Contributions

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

## **Article IV — Benefits**

### 4.1 Benefit Options

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

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

#### 4.2 Description of Benefits

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

#### 4.3 Nondiscrimination Requirements

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

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

### ***Article V — Participant Elections***

#### 5.1 Initial Elections

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

#### 5.2 Subsequent Annual Elections

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



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

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

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

### 5.3 Failure to Elect

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

### 5.4 Change in Status

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **Article VI - Health Savings Account Plan**

### **6.1 Establishment of Plan**

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

### **6.2 Coordination with Premium Only Plan Benefits**

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

## **Article VII— Administration**

### **7.1 Plan Administration**

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

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



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

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

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

## 7.2 Examination of Records

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

## 7.3 Payment of Expenses

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

## 7.4 Application of Benefit Plan Surplus

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

## 7.5 Insurance Control Clause

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

#### 7.6 Indemnification of Administrator

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

### ***Article VIII — Amendment or Termination of Plan***

#### 8.1 Amendment

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

#### 8.2 Termination

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

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

### ***Article IX — Miscellaneous***

#### 9.1 Plan Interpretation

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

#### 9.2 Gender and Number

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

#### 9.3 Written Document

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

#### 9.4 Exclusive Benefit

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

#### 9.5 Participant's Rights



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

#### 9.6 Action by the Employer

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

#### 9.7 Employer's Protective Clauses

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

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

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

#### 9.8 No Guarantee of Tax Consequences

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

#### 9.9 Indemnification of Employer by Participants

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

#### 9.10 Funding

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



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

#### 9.11 Governing Law

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

#### 9.12 Severability

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

#### 9.13 Captions

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

#### 9.14 Continuation of Coverage

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

#### 9.15 Family and Medical Leave Act

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

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

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

#### 9.16 Health Insurance Portability and Accountability Act

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

#### 9.17 Uniformed Services Employment and Reemployment Rights Act

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

#### 9.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

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

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

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

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

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

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

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

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

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

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



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

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

#### 9.19 COMPLIANCE WITH HIPAA SECURITY STANDARDS

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

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



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

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

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

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

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

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

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

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

**RESOLUTION 23-02**

**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 16<sup>th</sup> day of February 2023.

\_\_\_\_\_  
John Corbitt, Mayor

ATTEST:

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

### 6.3. ANNUAL VACATION WITH PAY

Vacation time will accrue based on the employee's years of service. The maximum number of vacation hours an employee may accrue is 200, with the exception of members of the Fire Department working a 24 hour shift whose vacation will carry a maximum accrual of 264 hours and members of the Police Department working a 12 hour shift whose vacation will carry a maximum accrual of 210 hours.

**Eligibility.** Part-time, temporary and seasonal employees are not eligible for leave.

Vacation time will be calculated according to the following schedule for all personnel working 8, 10 and 12 hour shifts:

Years of Service	Pay Period
Beginning of 1st year through completion of 10 years	6.16 hours
Beginning of 11th year through completion of 20 years	6.54 hours
Beginning of 21st year through completion of 30 years	7.12 hours
Beginning of 31st year	7.70 hours

Vacation time will be calculated according to the following schedule for fire personnel working a 24 hour shift:

Years of Service	Pay Period
Beginning of 1st year through completion of 10 years	8.01 hours
Beginning of 11th year through completion of 20 years	9.92 hours
Beginning of 21st year through completion of 30 years	11.08 hours
Beginning of 31st year	12.92 hours

For leave purposes, the service an individual has to his/her credit includes all time spent as an-employee of the City. When an employee is on "leave without pay", no vacation leave accumulates. Employees may not borrow against future annual vacation nor transfer earned leave to or from another employee.

**Scheduling.** Vacations should be scheduled in advance for the mutual convenience of the employee and the City so proper adjustments can be made in work schedules. Department Heads preparing vacation schedules may give a choice of dates based on seniority of the personnel in his/her department, and no employee may begin his/her vacation leave until his/her request has been approved by the Department Head.

Leave request forms should not be forwarded to the payroll office until approved by the Supervisor. Employees may use available vacation time to supplement sick time if their sick time balance is depleted. In this event, employees are required to provide notice per Section 5.15 Attendance.

**Separation of Employment.** An employee who voluntarily separates from the employment of the City shall only be paid for his/her unused vacation leave if the employee provides the required written resignation notice. Failure to provide the required written notice will result in forfeiture of vacation payout. Vacation leave payout will be at the employee's straight time rate of pay. Payment of the unused accrued vacation will only be made after the return of any issued City property. If an employee is terminated, no unused vacation time will be paid.

**Legal Holidays.** Legal holidays falling within a vacation period are not to be counted as vacation days. Payment in lieu of vacation is prohibited.

**Military.** Service in the Tennessee National Guard, State Militia, Military Reserves, or any U.S. Military branch may be charged as annual vacation at the option of the employee when called to active duty. Employees electing to coincide vacation time with military leave shall receive full pay for the amount of specified vacation leave.

**Workers Compensation.** Employees on Workers' Compensation will continue to accrue vacation during the period of absence.



#### 6.4. PERSONAL DAYS

Full-time employees receive two (2) personal days (20 hours) per fiscal year, July 1 - June 30. These days must be used each year and do not accrue.

**Eligibility and Waiting Period.** Part-time, temporary and seasonal employees are not eligible for personal days.

During the first year of employment, full-time employees hired after July 1 shall not be eligible for personal days until the beginning of the next fiscal year.

**Scheduling.** Personal days should be scheduled in advance for the mutual convenience of the employee and the City so proper adjustments can be made in work schedules. Department Heads preparing personal day schedules may give a choice of dates based on seniority of the personnel in her/her department, and no employee may begin his/her personal day leave until his/her request has been approved by the Department Head.

~~Leave request forms should not be forwarded to the payroll office until approved by the Supervisor.~~

Employees may use available personal time to supplement sick time if their sick time balance is depleted. In this event, employees are required to provide notice per Section 5.15 Attendance.

**Separation of Employment.** Unused personal days are not paid upon separation of employment regardless of type.

#### 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 three (3) months of the City Administrator's authorization.

Employees may use available weather emergency leave to supplement sick time if their sick time balance is depleted. In this event, employees are required to provide notice per Section 5.15 Attendance.

#### 7.4. USE OF CITY VEHICLES AND EQUIPMENT

Employees who are required to be assigned a City-owned vehicle shall use that vehicle in the execution of their official duties for the City. The vehicle shall be used daily in commuting to and from their place of employment.

City vehicles and equipment are considered City property, therefore, only approved City employees are allowed use of the vehicles and equipment. Riders who are not employees of the City, or guests of the City (as defined in Section 2 - Definitions) while conducting City business are expressly not allowed unless prior written approval from the City Administrator is obtained. Violations of the City Vehicle Use policy may result in disciplinary action up to, and including, termination of the employment.

In some cases, take home use of a City owned vehicle is a fringe benefit and is considered taxable income. The required daily charge for use of a take home vehicle as issued by the Internal Revenue Service shall be reported annually by the City on employees' W-2 forms.

The City of White House employees that drive a City-owned vehicle will at all times operate them in a safe manner, adhering to all local, state, and federal traffic laws. Employees are expected to extend common driving courtesies to fellow motorists at all times. Employees must possess a valid driver's license with the proper endorsements in order to be eligible to operate a City-owned vehicle. Employer retains the right to, at any time during employment, verify independently that an employee's driver's license remains valid.

The **Take Home Vehicle Policy** includes, but is not limited to, the provisions below:

- 7.4.1. City-owned vehicles are not assigned, nor shall they be used for the convenience of the employee with regard to personal transportation needs or other non-business activities. Vehicles shall be driven only for City business and not for personal business.
- 7.4.2. The maximum driving mileage radius for take home vehicles is a twenty (20) miles one way.
- 7.4.3. Reserved for Future Use
- 7.4.4. The City Administrator shall, at least annually, review the assignment of City vehicles to specific employees as well as the necessity for specific employees to take vehicles home overnight.
- 7.4.5. The following employees are required to commute to and from the workplace in a qualified, non-personal use vehicle as defined by IRS Reg. § 1.274-5T (k., Reg. § 1.132-5(h))
- Certified Police Officers
  - Fire Chief
  - Assistant Fire Chief
  - Fire Inspector
  - Scheduled on-call utility worker
  - Wastewater Collections Supervisor
  - Emergency Response Team
- 7.4.6. All accidents, whether at fault or not at fault of the employee, shall be reported to the employee's Department Head as soon as possible. Employees shall be accountable for the safety and care of the vehicles assigned to them. Employees are solely responsible for the following:
- All traffic laws while operating any City vehicle or equipment;
  - Any violation of such laws which result in speeding, parking or other moving violations; and
  - Tickets and/or citations shall be paid by the employee
- 7.4.7. No employee will operate a city vehicle while under the influence of alcohol, illegal substances, or medications (prescription or over the counter) which could affect the employee's ability to operate the vehicle safely.
- 7.4.8. Any employee who is assigned a take home vehicle is subject to all IRS, local, state and federal laws. All employees assigned take home city vehicles, who are not exempt from IRS filing regulations, must be informed of the IRS options available to them, choose an option, and give notification to the Finance Department to ensure IRS compliance. The employee is solely responsible and will be held accountable as to the use, safety and operation of the vehicle.
- 7.4.9. Employees on vacation leave (or other circumstances) for more than 2 consecutive working days will park their city vehicle at their designated facility.
- 7.4.10. **Care and Maintenance.** All city vehicles shall be kept clean and in orderly condition. Maintenance of city vehicles requires the cooperation of the employee using such vehicle. Employees shall notify their Department Head of all mechanical or other unsafe problems. The employee operating the vehicle is responsible for regularly checking the oil level, anti-freeze/coolant level, battery water level, fuel and tires. Employees assigned a take home vehicle shall additionally be responsible for keeping the vehicle clean and neat in appearance. ~~Vehicle maintenance personnel may periodically request all city owned vehicles and equipment to be brought to the maintenance shop for preventive maintenance scheduling.~~ Preventive maintenance will be scheduled with the Department Head. The cost for maintaining city vehicles will be charged back to the department requesting maintenance.

**Disciplinary action.** Violation of this policy is considered a misuse of city property. Anyone misusing or abusing city vehicles shall be subject to appropriate disciplinary action, up to and including termination.

# ORDINANCES....



## ORDINANCE 23-01

### AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 1, CHAPTER 1 BOARD OF MAYOR AND ALDERMEN, SECTIONS 1-104 AND 1-108.

**WHEREAS**, the Board of Mayor and Aldermen desire to update the Municipal Code regarding the Order of Business;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the White House Municipal Code Title 1, Chapter 1 Board of Mayor and Aldermen, Sections 1-104 AND 1-108 be amended from the Municipal Code as follows:

TITLE 1: GENERAL ADMINISTRATION  
CHAPTER 1: BOARD OF MAYOR AND ALDERMEN  
SECTIONS: 1-104 and 1-108

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

**Section 1-104. Order of Business.** At each meeting of the board of mayor and aldermen, the following regular order of business shall be observed unless dispensed with by a majority vote of the members present:

- (1) Call to order by the mayor.
- (2) ~~Adoption of agenda~~ **Prayer**
- (3) Pledge of Allegiance.
- (4) Roll Call by the recorder
- (5) Adoption of agenda
- (6) Approval of minutes of the previous meeting(s).
- (7) Welcome visitors.
- (8) **Proclamations**
- (9) **Public Comment**
- (8) ~~(10)~~ Public hearings or delegations.
- (9) ~~(11)~~ Communications from the mayor, aldermen, city attorney, and city administrator.
- (10) ~~(12)~~ Acknowledge reports and/or appointments made by the mayor.
- (11) ~~(13)~~ Consideration of Resolutions
- (12) ~~(14)~~ Consideration of Ordinances
- (13) ~~(15)~~ Purchasing
- (14) ~~(16)~~ Other business
- (15) ~~(17)~~ Discussion items
- (16) ~~(18)~~ Other information
- (17) ~~(19)~~ Adjournment.

**Section 1-108. ~~Community meetings~~ **Public Comment**.** (1) The board of mayor and aldermen shall **at their regular monthly meeting** ~~periodically establish a time for community meetings to~~ allow time to hear from the public on their views of the city government and its activities.

(2) Citizens wishing to speak at the meeting must sign in prior to the commencement of the ~~community~~ meeting, stating their name, address, and subject to which they would like to speak.

(3) Every citizen of the city shall be entitled to speak for (3) three minutes concerning any item in city government. After citizen speaks or time runs out, citizen shall step away from the podium to allow for the next speaker. Board member may or may not respond to a speaker for further clarification. Citizens are not allowed to debate board members.

(4) All public meetings shall be orderly and conducted with proper decorum.

First Reading: January 19, 2023 PASSED

Second Reading: February 16, 2023

ATTEST:

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John Corbitt, Mayor

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Derek Watson, City Recorder

ORDINANCE 23-02

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 2, CHAPTER 1 LEISURE SERVICES BOARD, SECTION 2-101.

**WHEREAS**, the Board of Mayor and Aldermen desire to update the Municipal Code regarding the Leisure Services Board requirements;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the White House Municipal Code Title 2, Chapter 1 Leisure Services Board, Section 2-101 be amended from the Municipal Code as follows:

TITLE 1: BOARDS AND COMMISSIONS, ETC.

CHAPTER 1: LEISURE SERVICES BOARD

SECTION: 2-101

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

**Section 2-101. Board created, membership, terms, appointments and vacancies.** There is hereby created the White House Board of Leisure Services, hereinafter called "the board." The board shall consist of seven (7) members who shall serve without compensation and who shall be appointed by the mayor. The board shall be composed of the mayor, or the mayor's designee from the board of mayor and aldermen or city administrator, one (1) alderman elected by the mayor and alderman and five (5) ~~citizens who are residents of the City of White House~~ **additional members (4 of which shall be residents of the City of White House)** and appointed by the mayor. The term of office for the five (5) citizens shall be staggered three (3) years or until their successors are appointed. Vacancies in such board shall be filled by the mayor for the unexpired term.

First Reading: January 19, 2022 PASSED

Second Reading: February 16, 2022

\_\_\_\_\_  
John Corbitt, Mayor

ATTEST:

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



**ORDINANCE 23-03**

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 17, REFUSE AD TRASH DISPOSAL IN ITS ENTIRETY.**

**WHEREAS**, the Board of Mayor and Aldermen desire to update the Municipal Code regarding refuse and trash disposal;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the White House Municipal Code Title 17, Refuse and Trash Disposal be replaced in its entirety.

First Reading: February 16, 2023

Second Reading: March 16, 2023

\_\_\_\_\_  
John Corbitt, Mayor

ATTEST:

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

**TITLE 17**

**REFUSE AND TRASH DISPOSAL**

**Chapter**

1. Refuse
2. Brush Collection – Bulk Rubbish Pick-up

**CHAPTER 1**

**REFUSE**

**SECTION**

- 17-101. Purpose
- 17-102. Definitions
- 17-103. Rules and regulations to implement
- 17-104. Premises to be kept clean
- 17-105. Garbage Dumpsters & Carts
- 17-106. Swill, Handling of
- 17-107. Disposal of Garbage and other Refuse
- 17-108. Collection, Contraction of
- 17-109. Refuse Collection
- 17-110. Disposal or Burning
- 17-111. Cart Weight
- 17-112. Animals
- 17-113. Replacement Carts
- 17-114. Oversized wastes
- 17-115. Disposal of waste
- 17-116. Hours of collection located near residential buildings
- 17-117. Nurserymen - Duty to Remove Trash

- 17-118. Fee Schedule
- 17-119. Littering Prohibited
- 17-120. Prohibited Substances and Practices
- 17-121. Back Door Service
- 17-122. City Empowered to Collect Refuse

**17-101. Purpose.** This chapter is determined and declared to be a sanitary measure for the protection and promotion of the health, safety and welfare of the Citizens of White House, Tennessee.

**17-102. (1) Definitions.** (a) "**Apartment units.**" The term "apartment units," as hereinafter referred to in this chapter shall mean and include all multi-family dwellings where more than one (1) family unit is in one complex located in the city limits of the City White House and shall include duplexes and triplexes as well as multi-unit apartments and shall include government subsidized apartments.

(b) "**Back Door Service.**" All handicapped, disabled, or elderly (over the age of sixty-five (65) customers, who have provided verification to the Owner/Collector from a physician as to their inability to transport carts to the curbside, may place carts at their front doorstep to be visible from the street, or at a location as may be determined by the Owner/Collector. Back Door Service is provided at no additional charge to owner or persons with a disability and with no able-bodied person in the household.

(c) "**Bulk rubbish.**" The term "bulk rubbish," as hereinafter referred to in this chapter shall include but not be limited to wooden and cardboard boxes, crates, furniture, bedding, appliances, and certain other household items, such as stoves, water tanks, washing machines, furniture bedding and other refuse items which by their size and shape cannot be readily placed in city approved cart.

(d) "**Cart.**" The term "cart," as hereinafter referred to in this chapter shall mean containerized carts distributed and owned by the City of White House and its current collector provided to the residents of the City of White House.

(e) "**Collector.**" The term "collector," as hereinafter referred to in this chapter shall mean a qualified contractor, its designee, or private collecting company, that collects, transports, or disposes of any refuse within the corporate limits of the City of White House, Tennessee.

(f) "**Construction waste.**" The term "construction waste," or "construction and demolition" (C&D) as hereinafter referred to in this chapter shall include but not be limited to materials from construction, demolition, remodeling, and construction site preparation, including but not limited to rocks, brick, dirt, roofing, wood, debris, fill, plaster, guttering and all types of scrap materials.

(g) "**Commercial waste.**" The term "commercial waste," as hereinafter referred to in this chapter shall include solid waste resulting from the operation of any commercial, industrial, institutional, or agricultural establishment, and multiple housing facilities or any entity that produces more refuse than will fill no more than two (2) 96-gallon carts per week. Commercial establishments shall be responsible for removal of their solid waste or shall contract with a private collector having a valid permit or license to do business within the city.

(h) "**Cooking waste.**" The term "cooking waste," as hereinafter referred to in this chapter shall include putrescible and non-putrescible materials originating from the preparation, cooking, and consumption of food.

(i) "**Dumpster.**" The term dumpster, as hereinafter referred to in this chapter shall mean 2-yards or higher capacity receptacles, usually constructed primarily of steel.

(j) "**Electronics**" Electronic waste, sometimes called "e-waste", includes all devices that require electricity to operate. If it plugs in, charges up, or takes batteries, it's considered e-waste when it breaks. Please check local and state regulations for proper disposal.

(k) "**Ferrous metal.**" The term "ferrous metal," as hereinafter referred to in this chapter shall include but not be limited to metals, white goods, appliances, including, but not limited to stoves, metal roofing, siding and other metal items.

(l) "**Garbage.**" The term "garbage," as hereinafter referred to in this chapter shall include putrescible wastes, except sewage and body wastes, including vegetable and animal offal (organs) and carcasses of dead animals, but excluding recognizable industrial by-products.

(m) "**Owner.**" Hereinafter referred to the City of White House.

(n) "**Public Services Director.**" The person (or his designee) hired by the City for the position of Public Services Director and has the responsibility of overseeing the Public Services Department, including Refuse Collection and/or Sanitation Division.

(o) "**Producer.**" Either the person responsible for the ashes, garbage, refuse, industrial waste, and any other waste material or the occupant of the place or building in which such is produced or in which the person responsible for



such has a place of business or residence.

(p) "**Recyclables.**" The term "recyclables," as hereinafter referred to in this chapter shall include magazines, office paper, brown paper bags, paperboard, junk mail, phone books, newspapers, aluminum cans, tin or steel cans, cardboard, plastic bottles and containers #1-7, or others that may from time to time be added or removed by the City of White House as markets and innovations allow.

(q) "**Refuse.**" The term "refuse," as hereinafter referred to in this chapter shall include garbage, rubbish, ashes, and all other combustible and non-combustible materials, market refuse, waste from the handling and sale of produce and other similar unwanted materials, but shall not include sewage, bulk rubbish, body wastes or recognizable industrial byproducts. Refuse shall also mean and include all garbage, rubbish and waste as those terms are generally defined except that dead animals, fowls and body wastes are expressly excluded therefrom and shall not be stored there within.

(r) "**Residential units.**" The term "residential units," as hereinafter referred to in this chapter shall mean solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities. The City of White House shall be the sole provider of residential solid waste collection in the city limits.

(s) "**Rubbish.**" The term "rubbish," as hereinafter referred to in this chapter shall include non-putrescible waste materials that are not recyclable.

(t) "**Small commercial customers.**" The term "small commercial customers" as hereinafter referred to shall mean commercial customers not requiring dumpster service. An entity that produces more than two (2) 96 gallons carts per week of refuse will not be considered a "small commercial customer". Small commercial establishments may participate in the city's refuse collection program, remove their own solid waste, or contract with a private collector having a valid permit or license to do business within the city.

(u) "**Yard waste.**" The term "yard waste," as hereinafter referred to in this chapter shall include but not be limited to grass clippings, leaves, tree and shrubbery trimmings, and other related yard waste materials.

**17-103. Rules and regulations to implement.** The Public Services Director may make such necessary or desirable rules and regulations as are consistent with the provisions of this chapter to aid in its administration and to ensure compliance and enforcement.

**17-104. Premises to be kept clean.** All persons within the City are required to keep their premises in a clean and sanitary condition, free from the accumulation of refuse except when stored as provided in this chapter. It shall be the duty of every person in possession, charge, or control of any premises of a residential establishment, where refuse is created or accumulated to keep or cause to be kept at all times in carts, specified herein, for the deposit of refuse generated on the premises.

All persons are hereby required to store such refuse in garbage carts or dumpsters between the intervals of collection or to dispose of such material in a manner prescribed by the provisions of this chapter so as to not cause a nuisance or become injurious to the public health and welfare.

No person should place any refuse in any street, alley or other public place, or upon any private property whether owned by such person or not, within the City except it be in proper carts or dumpsters for collection or under express approval granted by the Public Services Director. Nor shall any person throw or deposit any refuse in any stream or other body of water.

Any unauthorized accumulation of refuse on any premises is hereby declared to be a nuisance and is prohibited. The Planning and Codes Department shall be notified when unauthorized refuse is found and to be accumulating on any premises.

No person shall cast, place, sweep or deposit anywhere within the City any refuse in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sanitary sewer system, drain, stormwater system, stream, ditch, greenway, or other public place, or into any occupied premises within the City.

**17-105. Garbage Dumpster & Cart.** Each owner, occupant, or producer using or occupying any building or other premises within the City of White House where garbage, refuse, or trash accumulates or is likely to accumulate, shall provide and keep covered an adequate number of garbage or refuse dumpsters or carts for the storage of such refuse.

(1) **Policy for garbage cart collection.** The City of White House hereby establishes a policy for the collection of refuse through a contractor with the use of a semi-automated/automated garbage system. The policy of placement of the carts and contents shall be as follows:

(a) This policy shall apply for all single-family residential customers, condominiums, town homes, multi-family dwellings, certain apartment units and government subsidized apartment units and small



commercial establishments that can be served by the regular residential collection truck as follows:

(i) All refuse must be placed in the cart with lid closed and placed at the curb on public city street before 5:30 A.M. on the designated collection day and removed the same day. If possible, please have your cart(s) out and ready to be serviced the night before your scheduled pickup date.

(ii) One pickup per week will be provided

(iii) One (1) cart for garbage/refuse and one (1) cart for recycling shall be given to each costumer. One (1) additional cart for garbage/refuse can be purchased at the standard monthly rate. If the allowable number of carts is insufficient, other arrangements must be made for the removal and disposal of the refuse.

(iv) Disturbing cart(s). No unauthorized person shall uncover, rifle, pilfer, dig into, turn over, or in any other manner disturb any refuse cart belonging to another.

(v) Condition of cart(s). When refuse is placed in or taken from the carts, the lids shall promptly be replaced. Each cart shall be kept clean and free of odor.

(vi) All trash must be bagged and fit inside your cart with the lid closed.

(vii) Place your cart at least 3 feet away from all objects including your second cart (if applicable), mailbox, car or trees. The lid opening should face the street with the wheels of the cart toward your house. Do not place cart in road to obstruct the flow of traffic.

**17-106. Swill, Handling of.** It shall be unlawful for any person, firm or corporation conducting any hotel, restaurant, or any public eating place to deposit, throw or place swill or other refuse food matter in the sanitary sewer system, stormwater system, alley, street, or other public place or to deposit, throw or place any swill upon any private property, trails, or streams, regardless of the ownership, unless the swill is enclosed in vessels or tanks of approved type by the Public Services Director and which shall be watertight and shall have tightly fitting covers, which covers shall not be removed except when necessary for depositing or removing swill. Vessels and tanks shall be kept readily accessible for collection.

**17-107. Disposal of garbage and other refuse.** All disposal of refuse shall be by method or methods approved by the city and such disposal shall also conform to all laws of the State of Tennessee regulating the disposal of refuse.

**17-108. Collection, contraction of.** The City of White House, as the need arises, may advertise for bids for a contract covering the exclusive right to collect, remove and dispose of all domestic refuse from the city or any specific portion thereof under such terms and conditions as the owner may set in the bidding specifications. The contract shall be for a period of not more than two five-year increments totaling ten (10) years. Advertising shall precede bid opening by at least thirty (30) days. The Board of Mayor Aldermen may reject any and all bids and may award the contract based upon any of the following factors: (1) Bid price. (2) Qualification, reputation, education, training, experience and financial ability of the bidder and its key employees and owners. (3) The place of residence and accessibility of the owners, managers, supervisors and/or the other employees.

**17-109. Refuse collection.** No company or person shall haul refuse within the city other than in a vehicle having a tight refuse compartment including a tight cover so that no leakage of liquids onto the street or blowing of trash and paper shall occur. Refuse collected by the City of White House or its designated agent shall become the property of the City of White House upon collection.

**17-110. Disposal or burning.** It shall be unlawful for any person to burn, dump, or in any manner dispose of garbage, refuse, rubbish, swill, ashes or other waste upon any streets, alleys, public places, trails or streams, or private property within the city. The disposal of refuse in any quantity by any person in any place, public or private, other than at a site or sites designated for refuse disposal is expressly prohibited.

**17-111. Cart weight.** Residential users of trash pickup shall not load carts to a weight in excess of 50 pounds

**17-112. Animals.** Animal owners shall restrain any animal known to be vicious so that they cannot reach refuse cart or intercept collector coming onto the property to pick up refuse.

**17-113. Replacement carts.** Collector in coordination with Owner shall be responsible for supplying and replacing refuse carts. Refuse carts which are unsanitary, broken, or bent so that they cannot be tightly closed shall be replaced within fourteen (14) days after being tagged as unsatisfactory. Fourteen (14) days after being tagged, the collector of refuse may remove and replace the cart at the next routine trash pickup.

**17-114. Oversized wastes.** Oversized wastes including but not limited to Christmas trees, appliances, & mattresses are not included in regular refuse service.

**17-115. Disposal of waste.** All persons or companies collecting solid wastes within the City of White House are directed to deliver the solid waste at such places as designated by the Board of Mayor and Aldermen of the City of White House. The term "solid waste" shall include trash, garbage, chipped tree limbs, leaves and other waste products which would otherwise be transported to a landfill or other suitable dumping site for disposition.

**17-116. Hours of collection located near residential buildings.** No person shall empty or remove any carts used for the accumulating of garbage or handling of rubbish between the hours of 10:00 p.m. and 6:00 a.m. when said containers are located within 2,500 feet of any building or structure used for residential purposes. Carts used for commercial purposes installed or placed after the effective date of this ordinance shall have contact information in a clearly visible location on such cart. Provided, however, the prohibition of such activity shall not be applicable when specifically permitted by the Director of Public Services.

**17-117. Nurserymen - Duty to Remove Trash-** Every nurseryman, commercial tree and landscaping service, non-resident, or other person who cuts trees or trims shrubs or grass as an independent contractor of the occupant of the premises, shall remove or cause to be removed all such trash from the premises serviced by him. If you hire or solicit someone to cut your brush, be sure that the cost of hauling the brush, yard waste and other debris away is included in the price and that it is hauled away by the company.

**17-118. Fee schedule.** (1) Garbage/Refuse and Recyclable collection fee. Each customer who owns or rents property within the corporate limits shall pay a refuse and recyclable collection fee of nineteen dollars (\$19.00) per month. Residents may add a second refuse cart and pay an additional nineteen dollars (\$19.00) per month. Any commercial business with more than two carts must contract refuse pickup with a private hauler.

(2) Residents and commercial accounts that have city provided solid waste disposal service shall be permitted two disposal drop-offs per calendar year at the Public Services convenience center, not including bulk rubbish. The material load shall be limited to a pickup truck, or a trailer no larger in size than four by eight feet (4' x 8'). Proper ID is required at time of drop-off. This convenience center provides a suitable way for White House residents to dispose of excess residential trash, recyclables, compostable, and other waste items that are not accepted in our curbside trash program. Vehicles with commercial tags will not be allowed to enter.

(3) Once the two permitted dumps are used the fee schedule for bringing refuse to the Public Services Facility, not including bulk rubbish is as follows:

Single item: \$15

Pick-up truck load or 4' x 8' Trailer: \$50

(4) Residents that have city provided refuse service are allowed to bring brush and limbs to the Public Services Facility at no additional charge. Bio-Degradable Brown Paper Lawn/Leaf bags are available at the Public Works Facility at no additional charge. Limit 10 bags per household on any given day.

(5) Semi-Annually the city holds a bulk rubbish drop-off day from 8am to 12pm that occurs on the second Saturday in January and June. Residents that have city provided solid waste disposal service shall be allowed to dump with proper ID.

(6) Recycling Drop-off is open during regular business hours Monday through Thursday 7:15 am to 5:15 pm to all White House residents to recycle metal (Tin Cans, Iron, Aluminum, Steel, Copper, Brass). A separate roll off for recycling according to the signage that states "metal only" is located at the convenience center / Public Services Facility.



**17-119 Littering Prohibited.** (1) General Prohibition. No person shall throw, deposit or accumulate litter in or upon any public place or private premises as hereinbefore defined within the city, except while such person is temporarily engaged in clearing the public place or private premises of litter or improving the public place or private premises.

- (2) Litter on Streets Prohibited. No person or persons shall leave, discard, deposit, throw away or cause to be left, discarded, deposited or thrown away, any container of any type material, waste, food paper, wood, trash or any refuse upon any street, on/off ramps, alley, gutter, sidewalk or greenway.
- (3) Deposit of Sweepings upon Street Prohibited. It is unlawful for any person, firm, company or corporation to deposit upon any sidewalk or street within the city any sweepings from any sidewalk, stairway or other opening leading to the street or sidewalk. All such sweepings or materials from any sidewalk or any other opening leading to the street or sidewalk within the city shall be removed in a pan, shovel or other container and placed in a receptacle for rubbish.
- (4) Littering Parks Prohibited. No person shall throw or deposit litter in any park within the city except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.
- (5) Depositing Litter on Occupied Private Property Prohibited. No person shall throw or deposit litter on any occupied private property within the city, whether owned by such person or not; except, that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.
- (6) Deposit of Litter on Vacant Lots Prohibited. No person shall throw or deposit litter on any open or vacant private property within the city, whether owned by such person or not.
- (7) Debris Dropped from Vehicles Prohibited on Streets. No person shall throw, deposit or drop, or cause to be thrown, deposited or dropped, any dirt, debris, boulders, pebbles, hardpan, rock, glass or any material whatsoever on any street in the city, or permit any dirt, debris, pebbles, hardpan, rock, boulders, or glass to drop, roll or leak from any vehicle on any street in the city. It is unlawful for any person to place upon the surface of the street, alley or public place in the city any nails, broken glass, sharp implements, crushed rock, or any other substance tending to cause injury to the tires of vehicles passing along such street, alley or public place. In the event that such debris is deposited on any street in the city, the Director of Public Services shall require the person responsible to immediately remove the debris and clean the street right-of-way. In the event that the city undertakes to affect such cleanup, the cost thereof shall be charged to the person responsible.
- (8) Throwing Litter from Vehicles Prohibited. No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the city, or upon private property.
- (9) No person shall throw or deposit litter in any fountain, pond, lake, stream, or any other body of water in a park or elsewhere within or partly within the city.
- (10) Scattering Waste Paper, Lunch Remains, etc. To leave or scatter about any boxes, empty or otherwise, waste paper, remains of lunches, newspaper or rubbish of any kind, except that such material and matter may be left and deposited in receptacles provided for such purpose.
- (11) Every person operating a tow vehicle on public or private streets or alleys is responsible for the pickup and removal of all residue from vehicle collision scenes, from which such operator is engaged in the removal of damaged vehicles. Such pickup shall be done at the time of the vehicle removal.

**17-120. Prohibited Substances and Practices.** (1) The following substances are hereby prohibited and shall not be deposited in garbage carts or dumpsters:

- (a) Flammable liquids, solids or gases, such as gasoline, benzine, alcohol or other similar substances.
- (b) Any material that could be hazardous or injurious to collector or owner which could cause damage to city/collector equipment.
- (c) Construction and Demolition (C&D) waste which shall include materials from



construction, demolition, remodeling, construction site preparation, including but not limited to rocks, trees, debris, dirt, bricks, fill, plaster, and types of scrap building materials.

(d) Hot materials such as ashes, cinders, etc.

(e) Human or animal waste shall be prohibited from being placed in garbage container.

(f) Infectious waste, hypodermic needles, syringes, Pasteur pipettes, broken glass, scalpel blades, etc. used in patient care or which have come into contact with infectious agents unless placed in approved medical waste containers.

(g) Animal carcasses, body parts (including fluids), and bedding of animals.

(h) The city does not take any type of electronics including but not limited to TV's, Computers, Office Equipment, Audio and Visual Equipment, Telephones and Cell phones. If it plugs in, charges up, or takes batteries, it cannot be accepted.

(i) No carpet, padding or associated materials shall be accepted.

(j) No household hazardous waste shall be accepted.

(k) Prohibited substances encompasses the refuse service and convenience center located at the Public Services facility.

(2) No appliance or machinery containing any gaseous substances will be taken.

(3) The following unlawful practices are hereby prohibited:

(a) It shall be unlawful for any person, other than the occupant-user, to move, remove, upset, scatter, tamper, use, carry away, deface, mutilate, destroy, damage, or interfere with the garbage cart.

(b) It shall also be unlawful for any person to dump waste or grass upon any street, alley, or public place or public way.

(c) The disposal of refuse in any quantity by any person in any place, public or private, other than at a site or sites designated for refuse disposal is expressly prohibited.

**17-121. Back Door Service.** (1) Application for back door service can be picked up at the Public Services Department or filled out online at the City's website. All requests must be approved by the Public Services Director. Requests can be made by any resident who:

(a) Qualifies as defined by or in the Title 17-102 Section (1), Part (b)

(b) Any resident that is located three-hundred feet (300') or more from the street

(c) Any resident that can clearly show that they have an uncommon reason for the request

**17-122. City empowered to collect refuse.** The city is hereby empowered to carry out all the terms and provisions of this chapter and to collect and dispose of refuse in the manner provided herein.

## CHAPTER 2

### **Brush Collection – Bulk/Rubbish Pick-up**

#### **SECTION**

17-201. Purpose.

17-202. Definitions

17-203. Leaf and Limb Removal Service

17-204. Bulk/Rubbish Pick-up Service

17-205. Nurserymen - Duty to Remove Trash

17-206. Fee schedule

17-207. Prohibited Practices

17-208. Permitted Practices

**17-201. Purpose.** This chapter is determined and declared to be a sanitary measure for the protection and promotion of the health, safety and welfare of the Citizens of White House, Tennessee.

**17-202 Definitions** (a) "**Bulk rubbish.**" The term "bulk rubbish," as hereinafter referred to in this chapter shall include but not be limited to wooden and cardboard boxes, crates, furniture, bedding, appliances, and certain

other household items, such as stoves, water tanks, washing machines, furniture bedding and other refuse items which by their size and shape cannot be readily placed in city approved containers.

(b) **"Brush Collection"** Brush collection takes place throughout the year but may be altered during leaf collection periods. The City defines brush as tree trimmings, shrubbery (with no roots), limbs, etc., generated by routine maintenance of a property by the homeowner.

(c) **"Collector."** The term "collector," as hereinafter referred to in this chapter shall mean a City of White House, qualified contractor, its designee, or private collecting company, that collects, transports, or disposes of any refuse within the corporate limits of the City of White House, Tennessee.

(d) **"Electronics"** Electronic waste, sometimes called "e-waste", includes all devices that require electricity to operate. If it plugs in, charges up, or takes batteries, it's considered e-waste when it breaks. Please check local and state regulations for proper disposal.

(e) **"Knuckle Boom Truck" or Grapple Truck** Hereinafter is referred to a truck that has a grapple loader or boom that is used for loading brush and bulky material.

(f) **"Owner"** Hereinafter referred to the City of White House

(g) **"Producer."** Either the person responsible for the ashes, garbage, refuse, industrial waste, and any other waste material or the occupant of the place or building in which such is produced or in which the person responsible for such has a place of business or residence.

(h) **"Yard waste."** The term "yard waste," as hereinafter referred to in this chapter shall include but not be limited to grass clippings, leaves, tree and shrubbery trimmings, and other related yard waste materials.

**17-203. Leaf and Limb Removal Service** (a) It shall not be the responsibility of the refuse collecting agency of the city to shovel or pick up leaves or lawn clippings. It shall be the responsibility of the property owner to bag their lawn clippings and leaves in a city approved, eco-friendly, compostable bag. The city shall make the approved eco-friendly bags available to the residents at no additional cost. The approved bags will be made available at the Public Services Facility (725 Industrial Drive). Bagged material that is not in the city approved bags shall not be collected, or accepted, at the Public Services drop-off facility. Furthermore, it shall not be the responsibility of the collecting agency of the city to remove any trunks or limbs of trees unless said brush shall have been cut into lengths of not more than six (6) feet. The trunks or limbs of trees measuring six (6) inches or more in diameter shall be cut into lengths of no more than two (2) feet and of a weight of no more than fifty (50) pounds, and all of said material shall be piled at curbside. The city pickup based on availability for limb and leaf collection at a maximum of once per month.

(b) Brush piles must be piled straight, and placed behind or on the curb for collection.

(c) Do not place brush on center medians or islands.

(d) Do not place brush next to objects such as fences, guy wires, and poles or under trees. Equipment is restricted in those areas.

(e) Brush may not be mixed with other debris. If mixed with dirt, rocks, lumber, etc., brush will not be collected until properly separated

(f) Do not obstruct or place brush on sidewalks, or pedestrian walkways

**17-204. Bulk/Rubbish Pick-up Service** Residents that have refuse service with the city are subject to call the Public Services office for bulk pick-up items. Public Services Director or his designee will approve or disapprove pickup based on availability and items being removed.

**17-205. Fee schedule.** (1) Customer requested fee for pickup and disposal at the Public Services Facility:

Single item = \$30,

Pick-up truck load = 100

**17-206. Nurserymen - Duty to Remove Trash** Every nurseryman, commercial tree and landscaping service, non-resident, or other person who cuts trees or trims shrubs or grass as an independent contractor of the occupant of the premises, shall remove or cause to be removed all such trash from the premises serviced by him. If you hire or solicit someone to cut your brush, be sure that the cost of hauling the brush, yard waste and other debris away is included in the price and that it is hauled away by the company.

**17-207. Prohibited Practices.** (a) Using plastic bags for grass and leave clippings

(b) Placing brush, clippings and/or leaves in medians or where they can be washed into a storm sewer, catch basin or stream and clog up drainage systems.

(c) Blow or sweep leaves, grass clippings, and other yard debris onto City streets, sidewalks or bike lanes.

(d) Stack brush against mailboxes, trees, fences, utility poles, guardrails or other stationary objects.

(e) Put lumber, household trash and other types of debris in your brush pile.

(f) Bamboo over 8 feet long

(g) Limbs more than 4 inches in diameter or longer than 6 feet.

(h) Tree stumps more than 6 inches in diameter or longer than 2 feet not exceeding 50 pounds. Stumps with dirt and root balls will not be collected.

(i) Brush piles too far from the curb or City right-of-way will not be collected.

(j) Electronics will not be accepted at the city's bulk drop off sites

**17-208 Permitted Practices.** (a) Set brush and/or yard waste out before the scheduled start date in your area where your garbage is collected (at the curb or in the alley).

(b) Place leaves and grass clippings in biodegradable paper bags only.

(c) Only place limbs, branches and true yard waste by the curb for brush crews.

(d) Large branches can only be up to 6 inches in diameter and 2 feet long.

(e) Tree stumps up to 6 inches in diameter and 2 feet in length. Stumps must be free of dirt and root balls.

(f) Limit one Knuckle Boom Truck load on the week of scheduled service. The owners current grapple truck measures 19 Feet Length, 9 Feet Width, and 5 Feet in Height.



PURCHASING....



# *City of White House Public Works*

## *Memo*

**To:** Public Services Department  
**From:** Andy Cieslak, DPW  
**Date:** February 16<sup>th</sup>, 2023  
**Re:** Request to Authorize – Engineering Services for Cyber Security Plan

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On this date February 16<sup>th</sup> 2023, I am requesting that the Board of Mayor Alderman authorize the city to enter into an agreement with Jacobs Engineering to conduct on-site assessment's, workshops, investigations, plan/development & implementation of a Cyber Security Plan for the City of White House.

These services will be provided to establish an understanding of the state of the City's systems following completion of the SCADA system upgrade to be performed as part of the current Wastewater Treatment Plant (WWTP) Improvements Project; develop a cybersecurity assessment based on industry standards; and develop a Cybersecurity Plan in support of Tennessee House Bill 2346 and Senate Bill 2282. Attached is the agreement and quote for \$125,000.00 for your review and consideration.

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

Andy Cieslak  
Director of Public Services



## Summary

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ON MARCH 28, 2022, THE SENATE ADOPTED AMENDMENT #1 AND PASSED SENATE BILL 2282, AS AMENDED.

AMENDMENT #1 rewrites this bill to require certain utilities to prepare and implement a cyber security plan to provide for the protection of the utility's facilities from unauthorized use, alteration, ransom, or destruction of electronic data. The initial plan must be implemented by the later of July 1, 2023, or one year from the date that the utility is formed. This amendment requires utilities to assess and update the cyber security plan every two years to address new threats. The utilities to which these provisions apply are: entities subject to the jurisdiction of the water and wastewater financing board; entities subject to the jurisdiction of the utility management review board; rural electric membership cooperatives; and county-owned or municipal-owned utilities that provide electric, natural gas, or propane services to the public.

This amendment requires the comptroller of the treasury to:

- (1) Verify that a utility has implemented a cyber security plan in accordance with this amendment;
- (2) Enforce the provisions of this amendment;
- (3) Submit a report to the chair of the commerce committee of the house of representatives, the chair of the commerce and labor committee of the senate, the department of safety, and the legislative librarian on the first Monday of February each year regarding compliance with this amendment; and
- (4) When applicable, report a noncompliant utility to the applicable regulatory board for consideration of sanctions, or, if no such board applies, impose sanctions directly.

This amendment also requires public utilities that provide electric, water, wastewater, or natural gas services to prepare and implement a cyber security plan, subject to the same deadlines and update requirements as described above with the only significant difference being that the Tennessee public utilities commission (instead of the comptroller) will exercise the verification, enforcement, and reporting responsibilities.

## Actions (22)

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### On June 3, 2022 in the Senate:

- Effective date(s) 06/01/2022
- Pub. Ch. 1111

### On June 1, 2022 in the Senate:

- Signed by Governor.

### On May 23, 2022 in the Senate:

- Transmitted to Governor for action.

### On May 17, 2022 in the House:

- Signed by H. Speaker





AGREEMENT FOR PROFESSIONAL SERVICES

INDUSTRIAL CONTROL SYSTEMS AND CYBERSECURITY ASSESSMENT AND PLAN  
CONSULTING

Task Order No. 5

Client Project No. \_\_\_\_\_ Engineer Project No. \_\_\_\_\_

This Task Order is entered into on the effective date noted above pursuant to the "Master Agreement for Professional Services" between CITY of WHITE HOUSE, Tennessee ("Client") and JACOBS ENGINEERING GROUP INC. ("Engineer"), dated February 18, 2016 ("Agreement"). The Agreement is incorporated herein and forms an integral part of this Task Order.

**Services Authorized & Compensation**

The Client authorizes the Engineer to perform services and be compensated as detailed within Exhibits A and B.

CITY OF WHITE HOUSE, TENNESSEE

JACOBS ENGINEERING GROUP INC.

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

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

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

Name: Robert Cook, P.E.

Title: Manager of Projects

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



**Exhibit A**  
**Task Order 5**  
**Scope of Services**

**Industrial Control Systems and Cybersecurity Assessment and Plan Consulting**

**Project Understanding**

Jacobs will assist the City of White House (City) to enhance its industrial control systems (ICS) availability and cybersecurity posture by identifying cybersecurity requirements and preparing a Cybersecurity Plan as required by the State of Tennessee.

Cybersecurity consulting services will be provided by experienced professionals with familiarity with ICS and cybersecurity systems infrastructure. These services will be provided to establish an understanding of the state of the City's systems following completion of the SCADA system upgrade to be performed as part of the current Wastewater Treatment Plant (WWTP) Improvements Project; develop a cybersecurity assessment based on industry standards; and develop a Cybersecurity Plan in support of Tennessee House Bill 2346 and Senate Bill 2282.

These services will be based in the ICS layer or Level 0 to Level 3.5 De-Militarized Zone (DMZ) of the Purdue Network Model.

**Task 1: Cybersecurity Assessment Project and Engineering Services**

Activities for this task include a project kickoff meeting and general coordination, preparation for the onsite workshops, meetings with the third-party SCADA contractor for the WWTP Improvements Project and meetings with the City's Information Technology (IT) Services Department. Utilizing ICS network information provided by the City and SCADA contractor documentation, an initial review of network block diagrams will be conducted to assist with understanding the future state of the ICS network, including the legacy ICS network, to provide a basis for the workshop during the onsite visit. An agenda will be submitted and agreed upon for the onsite portion of work prior to the visit.

**Deliverables**

- SCADA Current State and SCADA Upgrade Project – Documentation Summary
- Site Visit(s) – Agenda
- Third Party Meeting(s) – Agenda
- IT Services Department Meeting(s) – Agenda

**Task 2: Cybersecurity Assessment Onsite Workshop and Investigations**

Activities for this task include two full days of workshops, architecture review, and investigation time onsite. This survey does not include in-depth examinations into the network with software or tools. The survey will require support of City operations staff and management. Topics such as network architecture, stability, availability, regulatory compliance, and cybersecurity will be discussed with operations and site personnel. Workshops will assist the development of a project roadmap to



support development of the Cybersecurity Plan focused on availability, cybersecurity, and standards for the City's ICS network. This will include a shortlist of prioritized objectives that will form the outline for the report to follow.

#### Deliverables

- SCADA Upgrade Project – Onsite Workshop and Project Documentation Review
- SCADA Legacy System – Onsite Workshop and Project Documentation Review
- City's IT Support Structure – Onsite Workshop
- Tennessee House Bill 2346 and Senate 2282 Cybersecurity Plan – Review Bills

#### **Task 3: Cybersecurity Assessment Report Development**

After completion of the site visit, Jacobs will prepare a report including a recommended course of action to support development of the Cybersecurity Plan. The report will include, but is not limited to, the following:

- ICS Network Block Diagram – Post SCADA Upgrade and Legacy Components
- ICS and OT Asset Summary – Hardware and Software
- Observations of assessment, plant operations and cybersecurity improvement opportunities
- Recommendations based upon industry standards as referenced
- Cybersecurity Plan based on Tennessee House Bill 2346 and Senate 2282 - Summary Proposal for Cybersecurity Plan

Deliverable: Report and Assessment Review Workshop

#### **Task 4: Cybersecurity Plan Project and Engineering Services**

Activities for this task include a kickoff meeting and general coordination, preparation for the onsite workshops, meetings with the third-party SCADA contractor and meetings with the City's IT Services Department during Cybersecurity Plan development. An agenda will be submitted and agreed upon for the onsite portion of work prior to the visit.

#### Deliverables.

- Site Visit(s) – Agenda
- Third Party Meeting(s) – Agenda
- IT Services Department Meeting(s) – Agenda

#### **Task 5: Cybersecurity Plan Development**

Activities for this task include development of the Cybersecurity Plan referencing the results of the Cybersecurity Assessment. The Cybersecurity Plan will require support of City operations staff and management. Two workshops will be conducted to support the development of the Cybersecurity Plan focused on availability, cybersecurity, and standards for the City's ICS network. Workshop One





will include discussion of topics such as network architecture, stability, availability, regulatory compliance, and cybersecurity with operations and site personnel. Workshop Two will include a formal review with the City of the Cybersecurity Plan preliminary document. Comments from the City on the preliminary Cybersecurity Plan will be received and discussed during the workshop. Jacobs will document the comments and provide written response to the City's comments to obtain agreement prior to beginning Task 6.

#### Deliverables

- Cybersecurity Plan Draft – Documentation
- Tennessee House Bill 2346 and Senate 2282 Cybersecurity Plan – Summary
- Cybersecurity Plan Standards Reference – Summary

#### **Task 6: Cybersecurity Plan Final**

Jacobs will prepare the final ICS Cybersecurity Plan to incorporate comments received from the City on the preliminary document. The ICS Cybersecurity Plan will provide technical guidance for the City's operational ICS environment. Upon completion of Task 6, the final Cybersecurity Plan document will be issued to comply with the requirements of Tennessee House Bill 2346 and Senate Bill 2282.

The completion schedule for the current WWTP Improvements Project and associated SCADA upgrades has been extended until at least the end of 2023. As a result, an additional review will be performed at completion of the WWTP Improvements Project to insure continued alignment of the Cybersecurity Plan with the SCADA upgrades.

#### Deliverables

- ICS Cybersecurity Plan and ICS Cybersecurity Plan Review Meeting
- Follow-up Cybersecurity Plan review at completion of WWTP construction

#### **Assumptions**

Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the City or other third parties without independent verification.

Additional services beyond the Scope of Services defined above will require an amendment or separate task order to be negotiated.

Jacobs' consultation, review, configuration, or study (as applicable) of the City's software, hardware, products, or systems (collectively "City System") in no way makes Jacobs responsible for the performance, operation or security of the City System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of the City System. Additionally, Jacobs cannot and does not provide any representation, warranty, or guarantee that its services will ensure the City System will not be vulnerable, susceptible, or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. The City is solely responsible for



the security of the City System, and Jacobs' services do not in any way relieve the City of any responsibility for the protection, firewalling and/or overall security of City System. Jacobs shall have no responsibility or liability for the security of the City System, and the City shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of the City System at any time regardless of the source or cause thereof.

## Compensation

Compensation will be based on standard hourly billing rates in Exhibit B. Estimated task budgets for the scope of services described herein are provided in the table below.

Labor Tasks and Expenses	Compensation
Task 1: Cybersecurity Assessment Project and Engineering Services	\$4,220
Task 2: Cybersecurity Assessment Onsite Workshop and Investigations	\$13,920
Task 3: Cybersecurity Assessment Report Development	\$21,324
Task 4: Cybersecurity Plan Project and Engineering Services	\$5,104
Task 5: Cybersecurity Plan Development	\$38,744
Task 6: Cybersecurity Plan Final	\$36,688
<b>Labor Total</b>	<b>\$120,000</b>
Expenses	\$5,000
<b>Total</b>	<b>\$125,000</b>



## Exhibit B: Billing Rate Schedule

Functional Classification - Description	Hourly Rate
Admin Staff I	\$72
Admin Staff II	\$93
Project Coordinator / Admin Staff	\$113
Designer / RPR - 0	\$82
Designer / RPR - 1	\$93
Designer / RPR - 2	\$103
Designer / RPR - 3	\$124
Designer / RPR - 4	\$134
Designer / RPR - 5	\$149
Designer / RPR - 6	\$165
Engineer / Consultant- 0	\$93
Engineer / Consultant- 1	\$108
Engineer / Consultant- 2	\$129
Engineer / Consultant- 3	\$149
Engineer / Consultant- 4	\$170
Engineer / Consultant- 5	\$180
Engineer / Consultant- 6	\$196
Engineer/ Consultant- 7	\$205
Project Manager / Design Manager / Construction Manager - 1	\$170
Project Manager / Design Manager / Construction Manager - 2	\$191
Project Manager / Design Manager / Construction Manager - 3	\$206
Project Manager / Design Manager / Construction Manager - 4	\$216
Technologist / Subject Matter Expert - 1	\$206
Principal Manager /Technologist / Subject Matter Expert - 2	\$232
Principal Manager /Technologist / Subject Matter Expert - 3	\$263
Principal Manager / Subject Matter Expert - 4	\$283

Expenses	Rate
Automobile Mileage	Current IRS Rate
Agency Review Fees	Paid by Client
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	At Cost
Printing, overnight mail, courier, long distance, postage, copies, etc.	At Cost

Sub-Consultant Services (Does not include  
Contract Labor; Contract Labor Cost per  
Task Order)

At Cost + 5%

\* Rates are subject to 3.5% escalation beginning January 1, 2024.



# OTHER BUSINESS...

February 7, 2023

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** Amanda Brewton, Human Resources Director  
**Re:** Insurance Renewals for 2023 – 2024 Plan Year

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After negotiations between the City of White House's broker, Willis Towers Watson, and the City's insurance providers, Willis Towers Watson is recommending that we renew our coverages with the current providers. I have listed a summary below of the changes for the upcoming plan year.

<u>Coverage Type</u>	<u>Provider</u>	<u>Rate Changes</u>	<u>Estimated Annual Increase</u>
Medical	Cigna	None	--
Dental	Delta Dental	Increase from \$6.97 to \$7.25 per enrolled employee	\$350.00
Vision	Cigna	None	--
Long Term Disability	Cigna	None	--
Life/AD&D	Cigna	None	--
Short Term Disability	Madison National	None	--

The City is currently on its sixth renewal with the Cigna level funded plan. Due to the unique design of this plan, the City receives a 50% rebate on any overfunding that occurred during the previous plan year. In the past five years, the City has received a total of \$510,195.20 back in rebates. Also, the City has received a rate pass with no increase in rates for the past two years and previous years were minimal increases compared to market trends.

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

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

Reference: Insurance Providers for Plan Year 2023-2024

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

WTW is making the recommendation to continue coverage of the medical health plan through Cigna HealthCare (details on this recommendation are outlined in the following paragraphs). In addition to the medical plan, WTW has reviewed the ancillary benefits which include Dental (Delta Dental), Vision (CIGNA), Long Term Disability (CIGNA), Life/AD&D (CIGNA) and Short Term Disability (Madison National).

There is a slight change in Delta Dental fees for the 2023 – 2024 policy year. The current fee of \$6.97 will increase to \$7.25 effective 4/1/2023. The increase is equal to \$360 annually assuming no change to enrollment.

Cigna HealthCare has assessed the annual claims data and cost for the current policy year and concluded that a 7% increase to the medical premiums would be warranted.

For calendar year 2022, the net paid claims for medical and prescriptions was equal to \$803,185 compared to the 2021 of net paid claims equaling \$799,342. The total change in enrollment varied slightly year over year due to limited turnover of 15%.

The WTW financial team reviewed the renewal along with the recommendation from Cigna HealthCare and suggested the plan would be over-funded and subsequently asked for a rate hold for the 2023-2024 plan year. Cigna HealthCare has agreed to our recommendation and will hold the premium for the forthcoming plan year.

We are pleased to report that The City of White House will be enriching the medical plan with not changes is cost for the 2023-2024 plan year.

Please feel free to contact me with any additional questions.

Regards,



Todd Harrison  
Director of Health and Benefits - Willis Towers Watson



# DISCUSSION ITEMS...

# OTHER INFORMATION....