

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
December 14, 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 the Minutes from the November 16th Study Session and Board of Mayor and Aldermen meeting.
7. Welcome Visitors
8. Proclamation
9. Public Comment
10. Public Hearings
 - a. **Ordinance 23-19:** An ordinance deleting the Municipal Code Title 2, Chapter 3 Cemetery Board of Trustees.
11. Communication from Mayor, Aldermen, City Attorney, and City Administrator
12. 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
 - J. Municipal Court
13. Consideration of the Following Resolutions:
 - a. **Resolution 23-15:** A resolution amending the Schedule of Permit and Development Fees for multiple departments.
14. Consideration of the Following Ordinances:
 - a. **Ordinance 23-19:** An ordinance deleting the Municipal Code Title 2, Chapter 3 Cemetery Board of Trustees. *Second Reading.*
 - b. **Ordinance 23-20:** An ordinance amending the Municipal Code Title 8, Chapter 1 Intoxication Liquors Section 8-103 and Chapter 2 Beer Sections 8-207 and 8-208. *First Reading.*
15. Purchasing:
 - a. To approve or reject the proposal from Regions Bank and allow City Administrator Gerald Herman to enter into an agreement for banking services. The Finance Director recommends approval.

- b. To approve or reject City Administrator Gerald Herman to enter into an agreement with Wold | HFR Design for design services of renovating Fire Station #1. The Fire Chief recommends approval.
- c. To approve or reject City Administrator Gerald Herman to sign task order #5 and #6 with Jacobs Engineering for additional engineering services for the Wastewater Treatment Expansion Project in the total amount of \$205,000. The Public Services Director recommends approval.
- d. To approve or reject City Administrator Gerald Herman to enter into an agreement with Kimley-Horn to update Land Development Regulations in the total amount of \$160,000. The Planning and Codes Director recommends approval.

16. Other Business:

- a. To approve or reject the 2023 Board of Mayor and Aldermen meeting calendar.

17. Discussion Items:

- a. None

18. Other Information:

- a. 2024-2025 Budget Calendar

19. Adjournment:

CITY OF WHITE HOUSE
Board of Mayor and Aldermen
Study Session
Agenda
November 16, 2023
6:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:00 pm.

2. Roll Call

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

3. Adoption of the Agenda

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

4. Public Comment

No one signed up to speak.

5. New Business

a. Discuss late-night flash operations at signalized intersections.

Mayor Corbitt referred to City Administrator Gerald Herman to give history on the late-night flash operations at traffic signalized intersections. Mr. Herman mentioned that the City's loops system did not work properly because lighter vehicles like motorcycles could not trigger the light sequence making motorists run a red light. Mr. Herman continued that the City transitioned to the current GridSmart system which detects vehicles when arriving to an intersection. Mr. Herman noted that this system gives daily reports of total number of vehicles and their turn movements. Mr. Herman stated that these reports indicate that most traffic is between the hours of 5am and 11pm.

Alderman Wall stated that the intersection at Hwy 76 and Hwy 31W is his biggest concern. Ald. Wall continued that approaching the intersection from Hwy 76 has a line a sight issue with the Marathan gas station sign. Ald. Wall mentioned that motorists have to drive almost into the intersection to see past the sign.

City Administrator Gerald Herman asked the opinions of Police Chief Pat Brady, Fire Chief Patrick McLaughlin, Public Services Director Andy Cieslak, and Public Works Manager Isaiah Manfredi about their experiences with late-night flash mode at signalized intersections. Police Chief Pat Brady stated that he found only one instance where a wreck noted the flashing lights as a possible cause. Chief Brady continued that the officers enjoy the freedom of movement that the flash mode provides because they would have to constantly sit at traffic signals to go through their sequence with no traffic on the road.

Alderman Spicer questioned Chief Brady and Fire Chief Patrick McLaughlin about the number of emergency calls throughout the night. Fire Chief McLaughlin said he did not have the information readily available but could get it to the Board after the meeting.

Ald. Spicer stated that the City should continue to monitor the traffic counts throughout the night as the population increases to determine if a timing adjustment is needed in the future. Mayor Corbitt and Ald. Wall agreed.

6. Adjournment

Meeting was adjourned at 6:16 pm.

ATTEST:

John Corbitt, Mayor

Derek Watson, City Recorder

DRAFT

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
November 16, 2023
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

2. Prayer by Community Pastor

Prayer was led by Pastor Dillon Davis of Stone Chapel Church.

3. Pledge by Aldermen

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

4. Roll Call

Mayor Corbitt – Present; Ald. Matthews - Present; Ald. Silver – Present; Ald. Spicer– Present; Ald. Wall – Present;
Quorum – Present.

5. Adoption of the Agenda

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

6. Approval of the Minutes from the October 10th Study Session and October 19th Board of Mayor and Aldermen meeting.

Motion was made by Ald. Silver, second by Ald. Spicer to approve the minutes. A voice vote was called for with all members voting aye. **The October 10th Study Session and October 19th Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Corbitt welcomed all visitors.

8. Proclamation

Mayor Corbitt read aloud and signed a proclamation recognizing the 2023 CCS High School Volleyball Team for their athletic achievement and commendable representation of White House in the Tennessee State Independent Athletic Association Division I State Tournament.

9. Public Comment

No one signed up to speak.

10. Public Hearings

- a. **Ordinance 23-17:** An ordinance amending the fiscal budget for the period ending June 30, 2024.

No one spoke for or against.

- b. **Ordinance 23-18:** An ordinance amending the Municipal Code Title 16, Chapter 2 Street, Sidewalk and Drainage Design Standards Section 16-220.

No one spoke for or against.

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

Ald. Matthews thanked White House High School for inviting him to their Veterans Day Ceremony. Ald. Matthews praised the students, teachers, and faculty on how well the ceremony went. Mayor Corbitt and Ald. Wall who also attended the ceremony agreed.

City Administrator Gerald Herman stated that Phase 3 of the Southern Force Main project is substantially complete. Mr. Herman noted that Industrial Drive was repaved due to the project tearing up the road to run the new wastewater line. Mr. Herman continued that a portion of the force main was opened from Hester Drive to the treatment plant to help alleviate pressures on the old line. Mr. Herman mentioned that Phase 4 is nearing the bid phase and in the process of obtaining a few easements and right of ways.

Mr. Herman discussed a meeting he had with Kraft CPA and Finance Director Jason Barnes earlier in the day. Mr. Herman mentioned that the audit will be slightly delayed by 30 days due to staff turnover in the Finance Department during a crucial part of the audit and the December Board of Mayor and Aldermen meeting moved up a week in December. Mr. Herman noted that there will be a study session in January to present the draft audit report.

Mr. Herman announced that Finance Director Jason Barnes and his team was awarded the Certificate of Achievement for Excellence in Financial Reporting by Government Finance Officers Association. Mr. Herman noted that this award has not been received by the City in almost 20 years. Mr. Herman stated that one of his goals when he first started as City Administrator in 2012 was for the Finance Department to work toward achieving this award. Mr. Herman and the Board congratulated Mr. Barnes and his staff for their hard work and accomplishment.

12. Acknowledge Reports

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

13. Consideration of the Following Resolutions:

- a. **Resolution 23-12:** A resolution approving certain amendments and revisions to the Personnel Manual.

Motion was made by Ald. Silver, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Wall, second by Ald. Spicer to approve. A voice vote was called for with all members voting aye. Motion passed. **Resolution 23-12 was approved.**

- b. **Resolution 23-13:** A resolution to discontinue a period of temporary employment for employees of a political subdivision participating in the Tennessee Consolidated Retirement System (TCRS) in accordance with Title 8 Section 34 through 37 of the Tennessee Code Annotated.

Motion was made by Ald. Spicer, second by Ald. Silver to discuss. After discussion, a motion was made by Ald. Silver, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Resolution 23-13 was approved.**

- c. **Resolution 23-14:** A resolution authorizing participation in the James L. Richardson "Driver Safety" matching grant program.

Motion was made by Ald. Silver, second by Ald. Wall to discuss. After discussion, a motion was made by Ald. Silver, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Resolution 23-14 was approved.**

14. Consideration of the Following Ordinances:

- a. **Ordinance 23-17:** An ordinance amending the fiscal budget for the period ending June 30, 2024.
Second Reading.

Motion was made by Ald. Silver, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Silver, second by Ald. Wall to approve. A roll call vote was requested by Mayor Corbitt; Ald. Matthews – aye; Ald. Silver – aye; Ald. Spicer – aye; Ald. Wall – aye; Mayor Corbitt - aye. Motion passed. **Ordinance 23-17 was approved on Second Reading.**

- b. **Ordinance 23-18:** An ordinance amending the Municipal Code Title 16, Chapter 2 Street, Sidewalk and Drainage Design Standards Section 16-220. *Second Reading.*

Motion was made by Ald. Spicer, second by Ald. Silver to discuss. After discussion, a roll call vote was requested by Mayor Corbitt to approve; Ald. Matthews – aye; Ald. Silver – aye; Ald. Spicer – aye; Ald. Wall – aye; Mayor Corbitt - aye. Motion passed. **Ordinance 23-18 was approved on Second Reading.**

- c. **Ordinance 23-19:** An ordinance deleting the Municipal Code Title 2, Chapter 3 Cemetery Board of Trustees. *First Reading.*

Motion was made by Ald. Spicer, second by Ald. Wall to discuss. After discussion, a motion was made by Ald. Silver, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Ordinance 23-19 was approved on First Reading.**

15. Purchasing:

- a. To approve or reject the bid from Rogers Group, Inc. in the amount of \$2,939,750 and allow City Administrator Gerald Herman to enter into a construction agreement for the Soccer Complex parking lot expansion project. The Parks and Recreation Director recommends approval.

Motion was made by Ald. Matthews, second by Ald. Silver to discuss. After discussion, a motion was made by Ald. Silver, second by Ald. Spicer to approve. A voice vote was called for by Mayor Corbitt with all members voting aye except for Ald. Matthews who voted no. **Motion passed.**

16. Other Business:

- a. To approve or reject appointing Mr. Gary Faust to the Beer Board.

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

17. Discussion Items:

- a. None

18. Other Information:

- a. None

19. Adjournment:

Meeting was adjourned at 7:39 pm.

ATTEST:

John Corbitt, Mayor

Derek Watson, City Recorder

DRAFT

REPORTS....

**Administrative & Legislative Services Department
November 2023**

Administration

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

- November 1:
 - White House Recreation Center Meeting
 - Proampac Leadership Team Luncheon
- November 2:
 - State of the County and Schools Lunch & Learn
 - Leisure Service Board Meeting
- November 14:
 - Interview for Robertson County Livability magazine
 - Advanex Hester Drive Extension
 - RFP Land Use Regulation Committee Review
 - Board/Volunteer Reception
 - Planning Commission Meeting
- November 15:
 - RTA Board Meeting
 - GNRC Transportation Policy Board
 - Industrial Development Board Meeting
- November 16:
 - City of White House Audit Update
 - FSEP CD&I Committee
 - Fairpointe Planning Transportation Meeting
 - BMA Study Session- Flashing Traffic Signals
 - Board of Mayor and Alderman Meeting
- November 20:
 - Committee Review for Banking Services
 - Christmas Event Planning Meeting
 - Economic Development Meeting
- November 21:
 - Forward Sumner Meeting
 - After Hours & Ribbon Cutting for Six One Five Real Estate Advisors
- November 27:
 - Department Head Staff Meeting
 - WWTP Update
- November 28:
 - Mayor Update Meeting
 - Power Hour- White House Chamber of Commerce
- November 29:
 - Sumner County Council of Governments Luncheon
- November 30:
 - TDEC SWIG 2022-8179 Meeting

Administrative & Legislative Services Department
November 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 2023-2024.

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$34,261,901	\$13,595,304	↓17.06%
Economic Development	\$136,600	\$4,278	↓8.06%
State Street Aid	\$505,000	\$475,785	↑2.60%
Parks Sales Tax	\$2,296,00	\$97,514	↑0.51%
Solid Waste	\$1,657,227	\$1,195,648	↑0.45%
Parks Impact Fees	\$1,055,000	\$17,741	↑5.26%
Police Impact Fees	\$110,000	\$101,112	↑63.80%
Fire Impact Fees	\$274,000	\$12,684	↑63.78%
Road Impact Fees	\$650,000	\$642,287	↑57.52%
Police Drug Fund	\$25,000	\$20,505	↑16.14%
Debt Services	\$2,512,200	\$247,028	↑0.12%
Wastewater	\$15,952,225	\$8,431,093	↑4.62%
Dental Care	\$100,000	\$28,630	↑4.60%
Stormwater Fund	\$1,672,625	\$933,849	↑2.62%
Cemetery Fund	\$42,690	\$25,337	↑0.83%

*Expended/Encumbered amounts reflect charges from July 1, 2023 – June 30, 2024.

Purchasing

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

Total Purchase Orders

	FY 2024	FY 2023	FY 2022	FY 2021	FY 2020	FY 2019	FY 2018
July	341	313	325	261	269	346	362
August	161	166	132	128	106	151	166
September	108	104	98	106	98	126	119
October	145	98	98	79	97	91	147
November	130	104	103	72	78	120	125
December		84	73	71	58	72	104
January		116	117	123	81	122	177
February		111	105	75	93	119	113
March		145	145	106	107	131	142
April		103	105	154	85	138	185
May		138	153	133	82	129	121
June		35	52	47	45	50	52
Total	885	1,517	1,506	1,355	1,199	1,595	1,813

Purchase Orders by Dollars	Nov 2023	FY 2024	FY 2023	FY 2021	Total for FY24	Total for FY23	Total for FY22
Purchase Orders \$0-\$9,999	127	705	1,448	1281	\$1,133,007.56	\$1,645,212.29	\$1,640,827.83
Purchase Orders \$10,000-\$24,999	2	16	32	29	\$329,952.44	\$421,438.69	\$404,406.65
Purchase Orders over \$25,000	1	29	37	45	\$6,225,613.97	\$39,313,456.65	\$11,687,700.37
Total	130	650	1,517	1355	\$7,688,573.97	\$41,380,107.63	\$13,732,934.80

**Administrative & Legislative Services Department
November 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.

	2023-2024 Update Request s	2022-2023 Update Requests	2021-2022 Update Requests	2020-2021 Update Requests	2019-2020 Update Requests	2023-2024 Page Visits	2022-2023 Page Visits	2021-2022 Page Visits	2020-2021 Page Visits	2019-2020 Page Visits
July	51	52	54	15	152	34,294	31,946	32,401	11,536	1,164,517
Aug.	44	63	66	20	126	38,060	31,340	25,635	9,145	752,932
Sept.	48	65	48	17	43	31,899	27,594	24,833	8,335	679,248
Oct.	55	47	52	10	78	33,673	29,829	23,816	8,390	386,735
Nov.	42	54	63	174	56	30,149	30,449	23,022	7,587	695,971
Dec.		32	39	13	156		27,768	22,904	17,483	847,724
Jan.		53	56	108	67		31,686	26,942	17,123	720,531
Feb.		47	52	135	22		28,043	23,253	19,796	N/A
March		62	57	39	85		30,614	30,026	22,930	N/A
April		72	68	101	43		31,817	31,127	20,881	N/A
May		51	54	38	27		35,606	31,335	23,514	5,998
June		42	674	214	48		23,919	34,600	30,909	10,251
Total	240	640	609	884	901	168,075	360,611	329,885	197,629	5,263,907

“City of White House, TN” Mobile App

	FY 24 New Downloads	FY 23 New Downloads	FY22 New Downloads	FY21 New Downloads
July	9	8	8	45
Aug.	4	13	9	44
Sept.	4	9	13	19
Oct.	2	11	6	40
Nov.	4	11	6	29
Dec.		10	10	10
Jan.		18	18	11
Feb.		10	9	20
Mar.		9	14	11
April		11	11	7
May		3	10	11
June		1	10	11
Total	23	114	124	258

	FY24 # of Request	FY23 # of Request	FY22 # of Request	FY21 # of Request
July	55	50	38	20
Aug.	46	43	54	27
Sept.	52	40	46	16
Oct.	40	45	64	15
Nov.	38	53	19	20
Dec.		70	42	27
Jan.		61	41	18
Feb.		20	41	72
March		41	38	36
April		68	26	26
May		50	39	48
June		47	47	58
FY Total	231	588	495	383

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

**Administrative & Legislative Services Department
November 2023**

White House Farmers Market

	Application Fees # (amount collected)	Booth Payments (\$)
January	2 (\$30)	\$300
February	5(\$75)	\$360
March	4(\$60)	\$600
April	4(\$60)	\$600
May	10(\$150)	\$1,620
June	5(\$75)	\$570
July	2(\$30)	\$120
August	0	0
September	0	0
October	0	0
November	0	0
December	0	0
Total	32(\$480)	\$4,170

Building Maintenance Projects

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

Major projects this month include:

	2022-2023 Work Order Requests	2022-2023 Work Order Requests	2021-2022 Work Order Requests	2020-2021 Work Order Requests	2019 – 2020 Work Order Requests	2018 – 2019 Work Order Requests	2017 – 2018 Work Order Requests
July	18	14	19	11	10	22	21
August	23	23	8	27	10	26	24
September	13	21	12	9	13	19	22
October	13	13	10	6	7	14	18
November	13	12	23	16	7	18	34
December		8	17	19	3	8	19
January		11	6	11	16	14	16
February		10	8	16	18	7	21
March		16	14	12	11	7	17
April		6	13	17	2	12	25
May		34	20	25	11	6	26
June		19	14	31	10	9	23
Total	80	187	164	200	98	162	266

**Finance Department
November 2023**

Finance Section

During November the Finance Office continued FYE 6/30/2023 audit tasks, and collecting current year property taxes. The total property taxes billed for tax year 2023 is \$5.6 million. As of the end of November, approximately \$350k (6.3%) was collected. Members of the Finance Office also participated in the following events during the month:

November 1: Assistant Finance Director passed CMFO “Payroll, Benefits, and Pensions” exam

November 1: Finance staff meeting

November 2-9: Tyler Tech Enterprise Permitting & Licensing credit card configuration virtual meetings

November 16: Virtual court training

November 16: Audit update meeting with KraftCPAs

November 16: Monthly BMA meeting

November 20: Banking Services Committee review meeting

November 28: Finance staff meeting

Performance Measures

Utility Billing

	Nov 2023	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
New Build Applications (#)	43	175	307	284	357	171
Move In Applications (#)	85	458	926	977	737	649
Total Applications (#)	128	633	1233	1261	1094	820
Move Outs (#)	22	149	831	898	743	602
Electronic new customer signups (#)	71	357	476	410	300	127
Electronic new customer signups (%)	55%	56%	39%	33%	27%	15%

Business License Activity

	Nov 2023	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
Opened	4	31	95	92	76	69
Closed (notified by business)	0	4	9	7	6	10

Accounts Payable

	Nov 2023	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
Total # of Invoices Processed	504	2194	4455	4254	4079	4003

Property Tax Relief Applications

	Nov 2023	FY 2024 Total	FY 2024 Est.	FY 2023 Total	FY 2022 Total
New Parcels (#)	4	4	29	27	29
Existing Parcels (#)	37	38	124	101	99
Total Parcels (#)	41	42	153	128	128
State Relief Credits (\$)	8,248	8,312	21,040	23,860	20,844
City Relief Credits (\$)	7,147	7,211	18,255	16,536	10,155
Combined Relief Credits (\$)	15,395	15,523	39,295	40,396	30,999

**Finance Department
November 2023**

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

Operating Fund	Budgeted Operating Revenues (\$)	General Fund Cash Reserves Goal (\$)	Current Month Fund Cash Balance (\$)	G.F. Cash Reserves Goal Performance
General Fund	12,575,765	3,772,730	7,031,280	56%
Cemetery Fund	55,450	16,635	257,505	464%
Debt Services	2,530,300	759,090	1,607,306	64%
Dental Care Fund	78,300	23,490	166,050	212%
Roads Impact Fees	421,800	126,540	786,237	186%
Parks Impact Fees	440,484	132,145	508,378	115%
Police Impact Fees	315,200	94,560	1,003,739	318%
Fire Impact Fees	208,200	62,460	663,519	319%
Economic Development	141,900	42,570	259,272	183%
Parks Sales Tax	1,093,500	328,050	788,426	72%
Police Drug Fund	5,250	1,575	43,567	830%
Solid Waste	1,577,500	473,250	825,119	52%
State Street Aid	456,800	137,040	463,438	101%
Stormwater Fund	1,100,750	330,225	924,026	84%
Wastewater	6,293,000	1,887,900	8,742,259	139%

*Balances do **not** reflect encumbrances not yet expended.*

***These figures do NOT include November 2023 interest earnings because the State of TN Treasury did not post at the time of this report. ***

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 2023-2024.

Operating Fund	Budgeted Operating Revenues (\$)	YTD Realized* (\$)	% Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year)
General Fund	12,575,765	3,094,551	↓ 17.06%
Cemetery Fund	55,450	23,567	↑ 0.83%
Debt Services	2,530,300	1,057,358	↑ 0.12%
Dental Care	78,300	36,225	↑ 4.60%
Roads Impact Fees	421,800	418,351	↑ 57.52%
Parks Impact Fees	440,484	206,711	↑ 5.26%
Police Impact Fees	315,200	332,426	↑ 63.80%
Fire Impact Fees	208,200	219,536	↑ 63.78%
Economic Development	141,900	47,691	↓ 8.06%
Parks Sales Tax	1,093,500	461,160	↑ 0.51%
Police Drug Fund	5,250	3,035	↑ 16.14%
Solid Waste	1,577,500	664,392	↑ 0.45%
State Street Aid	456,800	202,190	↑ 2.60%
Stormwater Fund	1,100,750	487,491	↑ 2.62%
Wastewater	6,293,000	2,912,608	↑ 4.62%

*Realized amounts reflect revenues realized from July 1, 2023—November 30, 2023

***These figures do NOT include November 2023 interest earnings because the State of TN Treasury did not post at the time of this report. ***

**Human Resources Department
November 2023**

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

November 01: Part Time Library Clerk Interviews
 November 07: Public Entity Partners Supervisor Training
 November 08: Firefighter Interviews
 November 09: Library Board Meeting
 November 15: Part Time Library Clerk New Hire Orientation
 November 16: Police Officer Interview
 Board of Mayor and Aldermen
 November 29: Tennessee City Managers Association Middle Tennessee Meeting
 November 30: Police Officer New Hire Orientation

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

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
July	0	0	0	0
August	1	1	0	0
September	0	1	0	1
October	1	2	1	0
November	0	1	0	1
December		0	0	0

Three-year average: 6.33

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
January		1	0	1
February		0	1	0
March		0	0	2
April		0	0	1
May		0	1	0
June		0	1	3
Total	2	6	4	9

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

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
July	0	0	0	1
August	0	0	1	1
September	0	0	0	1
October	0	2	1	1
November	0	0	1	3
December		2	0	0

Three-year average: 5.33

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
January		0	0	0
February		0	0	0
March		0	1	0
April		0	1	0
May		0	0	0
June		0	0	0
Total	0	4	5	7

**Human Resources Department
November 2023**

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

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
July	2	1	1	1
August	3	1	1	1
September	1	1	2	0
October	0	1	0	0
November	1	2	0	1
December		1	1	2

Current year turnovers that occurred within
90 day probationary period: 0

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
January		0	4	2
February		0	2	0
March		2	3	0
April		0	2	2
May		0	2	0
June		1	1	3
Total	7	10	19	12
Percentage	5.51%	8.40%	16.52%	10.91%

Three-year average: 11.94%

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

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
July	0	0	0	1 (T)
August	1 (T)	0	0	0
September	0	0	0	0
October	0	1 (S)	0	0
November	1 (T)	0	0	0
December		0	0	1 (T)

Three-year average: 1.667

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
January		0	1 (T)	1 (T)
February		0	0	0
March		1 (T)	0	0
April		0	0	0
May		0	0	0
June		0	0	0
Total	2	1	1	3

**Police Department
November 2023**

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in November:** White House Rotary Club Meeting (Nov 2, 9, 16, 23 & 30), Sumner County Drug Task Force Meeting (Nov. 15), Command Staff Meeting (Nov. 16), Board of Mayor & Alderman Meeting (Nov. 15), Chief's Interviews with 2 Certified Officers and Department Head Meeting (Nov. 27).

➤ **Police Department Administration Performance Measurements**

Achieve re-accreditation from the Tennessee Law Enforcement Accreditation program by April 2024.

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

She has submitted a letter to the Accreditation Specialist Ken Sircy for an extension till April 2024. It will be presented at The Tennessee Chief of Police meeting the first week of December 2023. He expects the extension to be approved.

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
February	0	610	0	610
March	0	652	24	676
April	0	280	0	280
May	0	264	0	264
June	0	144	0	144
July	0	308	0	308
August	24	434	16.5	474.5
September	0	208	39	247
October	84	0	20	104
November	0	227	0	227
Total	108	3,295	99.5	3,502.5

Patrol Division Performance Measurements

1. ***Maintain or reduce the number of patrol shifts staffed by only three officers at the two-year average of 570 shifts during the Fiscal Year 2023-2024. (There are 730 Patrol Shifts each year.) *Three officer minimum staffing went into effect August 5, 2015.***

Number of Officers on Shift	November 2023	FY 2023-24
Three (3) Officers per Shift	21	84
Four (4) Officers per Shift	39	208

*Two Officer Minimum staffing was put in place due to staff shortage.

**Police Department
November 2023**

2. **Acquire and place into service two Police Patrol Vehicles.** We received our two new vehicles (November 18th) that were ordered from Lonnie Cobb Ford in August 2022 from the 2022-23 Budget Year. They are currently at Truckers Lighthouse for equipment to be added. Four new vehicles have been ordered from Lonnie Cobb Ford.
3. **Conduct two underage alcohol compliance checks during the Fiscal Year 2023-2024.**
Fall Compliance checks were completed in October. Three businesses failed – Kroger, EJ's and Sudden Service (Hwy 31W).
4. **Maintain or reduce TBI Group A offenses at the three-year average of 60 per 1,000 population during the calendar year of 2023.**

**** Note: October stats are still unable to be obtained from Tyler Technologies.**

Group A Offenses	November 2023	Per 1,000 Pop.	Total 2023	Per 1,000 Pop.
Serious Crime Reported				
Crimes Against Persons			56	
Crimes Against Property			148	
Crimes Against Society			98	
Total			302	
Arrests			207	

**U.S. Census Estimate 7/1/2022 – 14,516*

5. **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.**

	November 2023	TOTAL 2023
Traffic Crashes Reported	40	438
Enforce Traffic Laws:		
Written Citations	56	513
Written Warnings	34	508
Verbal Warnings	346	2,860

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

COLLISION RATIO				
2023	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
November	40	3 YTD 52	8%	12% YTD 438

Traffic School: There was no Traffic School in the month of November.

**Police Department
November 2023**

Staffing:

- Ofc. Blake McClusky is currently in FTO. He will go to the Academy in January.
- We have hired two Certified Officers. Officer Adam Wims started November 30, 2023. Officer Tanner Pharris starts December 12, 2023.
- We currently have 2 positions open. We are testing two applicants on December 6th, 2023. We are approved for a new Police Officer position January 1st. We are continuing to accept applications.

Sumner County Emergency Response Team:

ERT held a three-day training in November:

- **15 Nov 2023 – Sumner Co Range**
New operator tryout – Gallatin, Sumner Co & White House. Ofc. Emmis Jake Hunter was selected to ERT.
- **16 Nov 2023 – Portland Range**
Sniper Team Stalking Exercise, Night Fire Qualifications.
- **17 Nov 2023 – Murfreesboro**
Room Entry, Hallways & Stairwells, Small Unit Tactics (SUT).

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.

2023 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
November		

Communications Section

	November	Total 2023
Calls for Service	1025	11,794
Alarm Calls	52	515

Request for Reports

	November	FY 2023-24
Requests for Reports	12	78
Amount taken in	\$11.55	\$74.05
Tow Bills	\$225.00	\$225.00
Emailed at no charge	39	129
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

- THSO-Officers have begun working the grant for 23-24 year.
- Upcoming Holiday meeting and awards banquet 12/7 at FUMC in White House.

Volunteer Police Explorers: Nothing to report currently.

**Police Department
November 2023**

Item(s) sold on Govdeals: Nothing to report currently.

Crime Prevention/Community Relations Performance Measurements

- ***Teach D.A.R.E. Classes (10 Week Program) to one public elementary school by the end of each school year.*** Sgt Enck began D.A.R.E. August 28th, to 5th graders at White House Middle School. There are approximately 150 kids. Dare Graduation is scheduled for December 11th at 10:00am.
- ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Discover White House Expo was October 7th. ***Complete***
- ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.*** Citizen's Police Academy has been cancelled. We are planning to have several new programs for the public.
- ***Participate in joint community events monthly to promote the department's crime prevention efforts and community relations programs.***

11/2 - WHPD assisted White House High School with a lockdown drill.

11/16 - Wheels in Motion H.B. Williams Elementary.

11/16 – “Thankful Thursday” Breakfast at Community Christian School.

11/30 – Wheels in Motion Heritage Elementary.

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

Upcoming Events:

- Christmas Parade.
- Shop with a Cop/Fireman.

2023 Participation in Joint Community Events		
	<u>November</u>	<u>Year to Date</u>
Community Activities	4	82

**Fire Department
November 2023**



Summary of Month's Activities

Fire Operations

The Department responded to 157 requests for service during the month with 107 responses being medical emergencies. The Department also responded to 8 vehicle accidents of which 5 had injuries, and 3 had no injuries. Of the 157 responses in the month of November there were 21 calls that overlapped another call for service which is 13.38% of our responses for the month. That brings the overlapping call volume for FY23-24 to 130 or 17.56% of the call volume.

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 November from dispatch to on scene time averaged was, six minutes and fifteen seconds (6:15). The average time a fire unit spent on the scene of an emergency call was sixteen minutes and thirty-six seconds (16:36).

Department Event

- November 14th – Monthly Officer meeting
- November 14th – Touch-A-Truck with Temple Baptist
- November 16th – Thankful Breakfast at Community Christian School
- November 22nd – Thanksgiving meal by White House Heritage High School

Fire Administration

- November 2nd – Lock down drill at White House High School
- November 8th – Firefighter Interviews
- November 20th – Christmas Event Planning Meeting

Emergency Calls Breakdown

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

Incident Responses FY to Date

Fires	19
Rescue & Emergency Services	500
Hazardous Conditions (No Fire)	14
Service Calls	58
Good Intent Call	57
False Alarms & False Call	81
Calls for The Month	157
Total Responses FY to Date	732

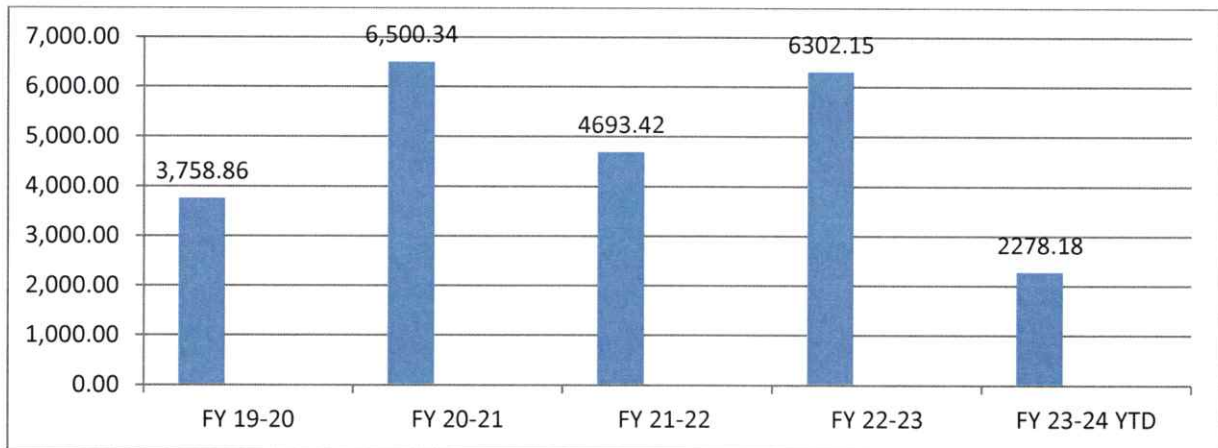
**Fire Department
November 2023**

Response by Station

	Month	FY to Date	%
Station #1 (City Park)	112	473	64.97%
Station #2 (Business Park Dr)	45	255	35.02%

Fire Fighter Training

The Department goal is to complete the annual firefighter training of 228 hours for career firefighters. The total hours of 4788 hours of training per year is based on twenty-one career firefighters.



	Month	FYTD
Firefighter Training Hours	514.17	2278.18

Training breakdown for ISO and NFPA*

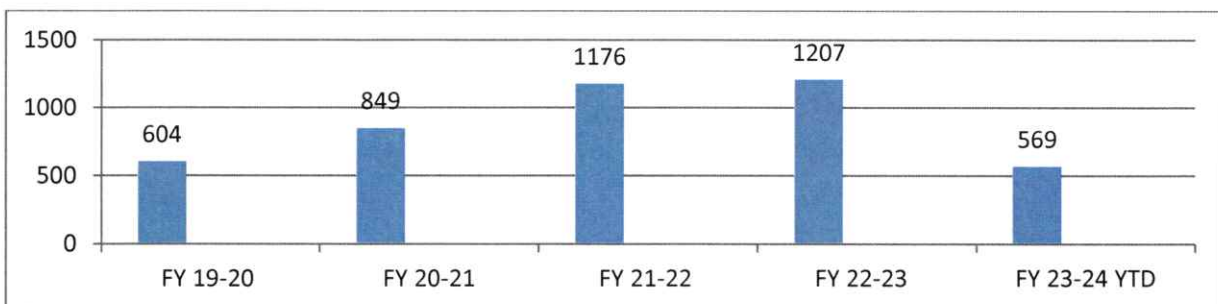
	Fire Officer	Company	Facilities	NFPA	Non-ISO
Month	14	240.75	70.5	67.42	121.5
Total for FY	130	1284.25	214	602.38	628.45

*National Fire Protection Association – The fire service industry standard.

Insurance Service Office – A nationally recognized agency that rates fire departments on their level of readiness. This rating is used by insurance companies to determine insurance rates for their customers.

Fire Inspection

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

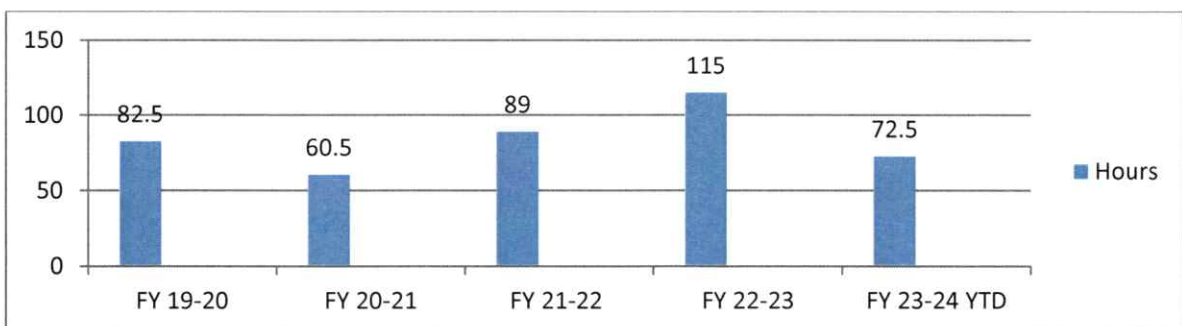
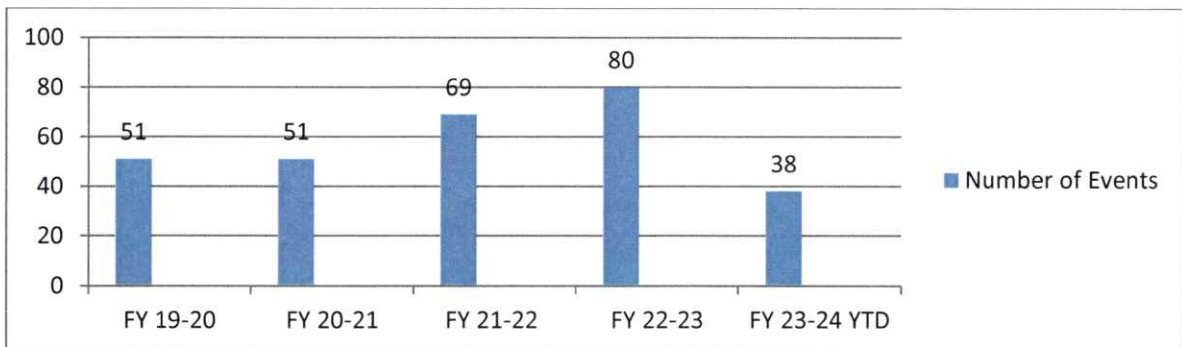
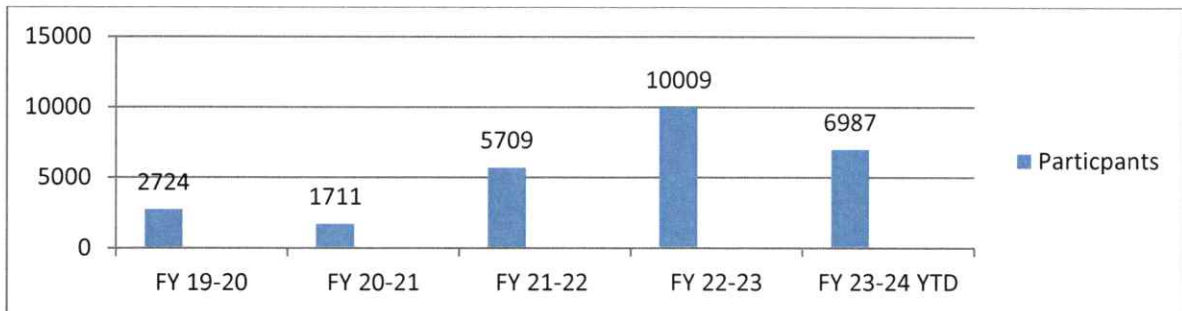


**Fire Department
November 2023**

	Month	FYTD
November Fire Inspection	112	569
Reinspection	15	77
Code Violation Complaint	4	7
Violations Cleared	10	48
Annual Inspection	7	61
Knox Box	4	22
Fire Alarms	9	32
Measure Fire Hydrant	2	6
Plans Review	7	20
Pre-C/O	3	14
Pre-incident Survey	12	101
Sprinkler Final	0	1
Final/Occupancy	0	12

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 currently; Career Day, Station tours, Fire Extinguisher training and Discover WH/Safety Day.



**Fire Department
November 2023**

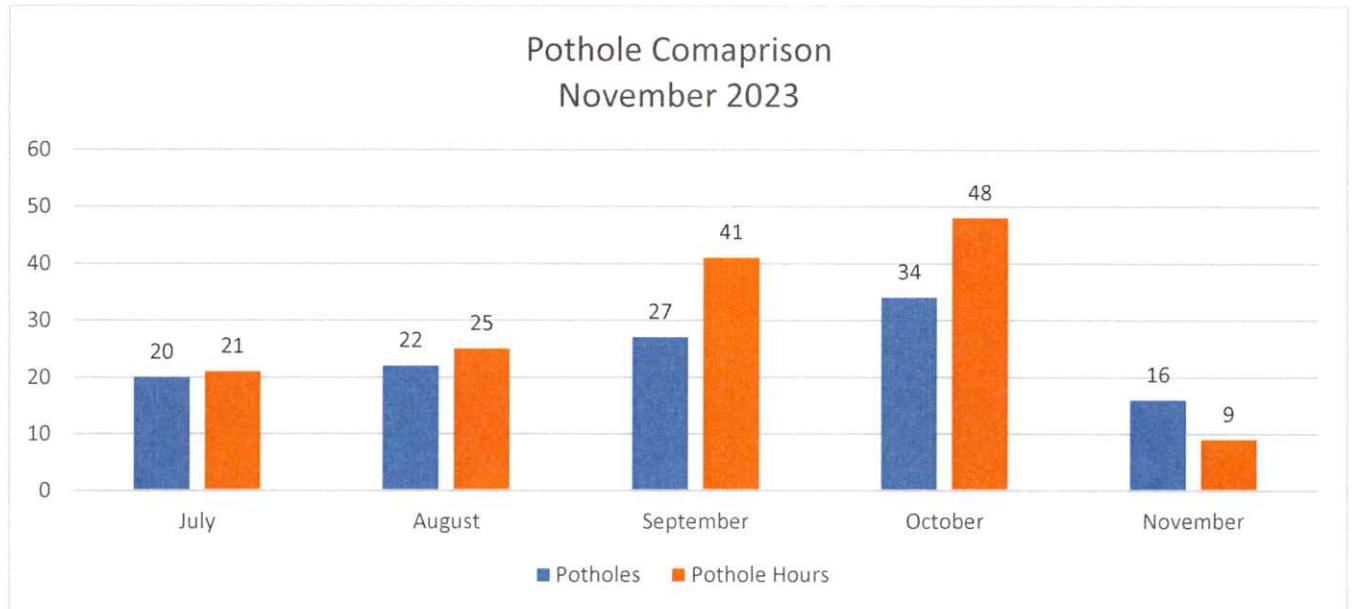
	Month	FYTD
Participants	227	6987
Number of Events	6	38
Education Hrs.	6.5	72.5

Social Media Statistics for the Month

Post Reach	1573
Post Engagement	42
New Page Followers	12

Public Services Department – Public Works Division
November 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 20 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 Public Works Division 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
150 S. Palmers Chapel	November 20, 2023 7:16 AM	November 21, 2023 7:24 AM	1 Day
466-476 Marlin Road	November 20, 2023 7:19 AM	November 21, 2023 7:24 AM	1 Day
Pleasant Grove Road	November 20, 2023 8:00 AM	November 21, 2023 10:00 AM	1 Day
Lone Oak Drive	November 20, 2023 8:00 AM	November 21, 2023 11:00 AM	1 Day
182 Cherry Lane	November 21, 2023 10:20 AM	November 22, 2023 7:30AM	< 1 Day

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

Monthly Work Log

Note: Friday is logged now because of Tuesday – Friday Employee Schedule.

Wednesday 11-1-2023

- Loaded curb stops for Morgan Trace roadway swale repair / Delivered barricades for Jingle Mingle Event / Complete trailer repairs for parade float

Thursday 11-2-2023

- Replace Beechbrook Court road name sign / ROW Mowing on Pleasant Grove Road, Wilkinson Lane, Calista Road and Union Road

Friday 11-3-2023

- Completed inspections / Worked on parade float

Monday 11-6-2023

- Changed flashers in cabinets because battery back up installation caused rapid flash at traffic signals / Meeting with Isaiah and Andy / Picked up brush on Pinson Lane that was over the white line / Picked up barricades from Jingle Mingle event / Hauled off old yellow trailer to Volunteer Recycling / Pulled up curb stops at Morgan Trace due to citizen complaint

Tuesday 11-7-2023

- Cut asphalt parking lot at PW Admin Office so that gas line can be installed / Delivered shelf mounted loop detector to Stansell Electric at Raymond Hirsch and 31W as there was a detection issue at this intersection / Loaded up all recycled aluminum and delivered it to Volunteer Recycling / Begun construction of Christmas Tree.

Wednesday 11-8-2023

- Finished Christmas Tree frame and ran wiring to the Library / Traffic control on brush collection route / Picked up and installed electrical relays for Vehicle 1326

Thursday 11-9-2023

- Installed 4' x 4' Christmas Tree Panels

Friday 11-10-2023

- Inspections, parade float and conducted brush pick up operations

Monday 11-13-2023

- Holiday Veterans Day Observed (Thank you all Veterans!)

Tuesday 11-14-2023

- Loaded skid loader along with water tank and concrete / Finished panels for Christmas Tree / Also installed Garland around light poles near Library / Worked on installing and rewiring relays for 1326 / Changed IP addressing information at SR-76 & Sage, Wilkinson Lane and Love's Lane

Wednesday 11-15-2023

- Changed green light at Tyree Springs Road and Raymond Hirsch Parkway / Hung more garland at the Library and decorative street light poles / helped finish deck on parade float.

Thursday 11-16-2023

- String trimmed around all generators on Public Works Campus / Repaired pothole on Sunnybrook Drive / Stormwater and Road Inspections

Friday 11-17-2023

- Inspections / Went to Lowes to purchase material for parade float / Helped dig to find wiring that was damaged at the front gate at Public Services.

Monday 11-20-2023

- Cut down tree near Wilkinson Lift Station / Delivered volt meter to Isaiah at Raymond Hirsch and SR-76 / Installed Christmas Decorations throughout the City of White House.

Tuesday 11-21-2023

- Picked up chains for chainsaws at Ace Hardware / Clean Vehicle 1332 / Dug up detection loop at front gate / Fixed throttle body issue of truck 1303 / Repaired potholes on Lone Oak Drive / Pleasant Grove Road / Confirmed lights being out at Oak Place, Pleasant Lane and Meadows Road.

Wednesday 11-22-2023

- Facility Maintenance / Replaced fire extinguishers / Checked on the GFCI issue at Portland Road and 31W / Installed road plate at front of gate at Public Services.

Thursday 11-23-2023

- Holiday (Thanksgiving)

Monday 11-27-2023

- Worked on parade float

Tuesday 11-28-2023

- Attended Safety Committee Meeting / Repaired vehicle 1333 / Installed new Bluetooth Lane Light System at SR-76 Greenway Crossing

Wednesday 11-29-2023

- Continued working on Bluetooth Lane Light System at SR-76 / Discussed and reviewed maps for Snow Plow Route List

Thursday 11-30-2023

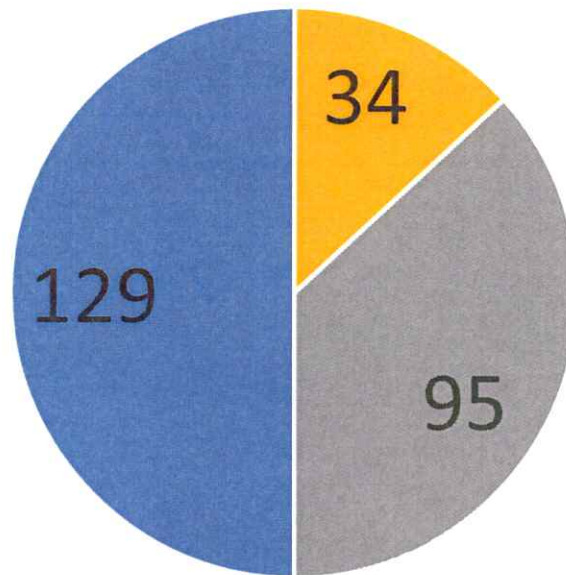
- Finished installation of Lane Light System at SR-76 / Delivered barricades for parade route / Prepared for parade.

**Public Services Department – Public Works Division
November 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).

Street Sign Replacement Tracker



■ Signs left to replace ■ Signs replaced ■ Total Signs to Be Replaced

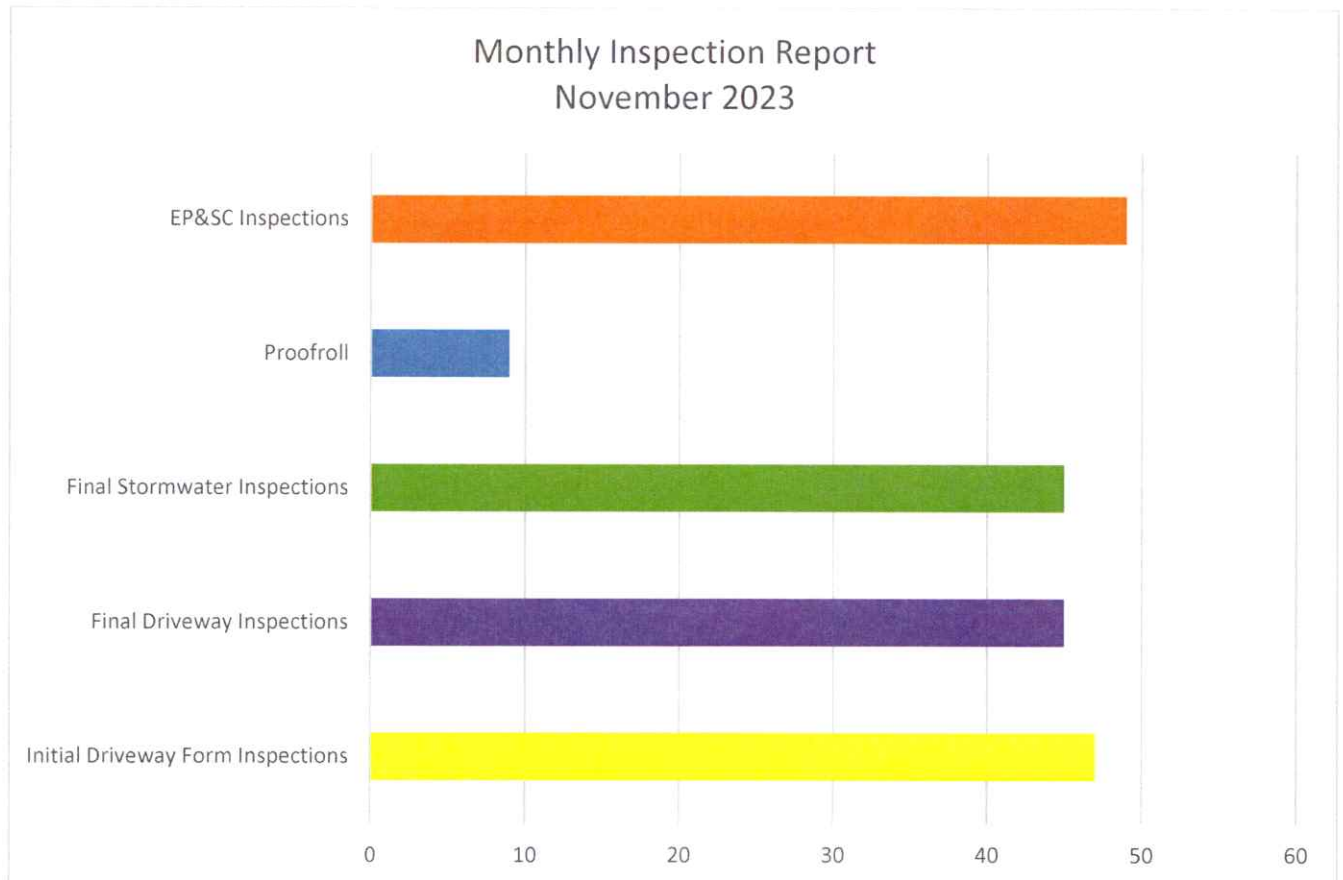
Note: Only signs that were damaged were repaired and no signs were brought into compliance for the month of November

Inspector Notes

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

New Construction and Inspections:

The Public Works Inspector performs various different types of inspections throughout the process of a new home being built within City of White House City Limits, additionally the Public Works Inspector performs proof rolls on subgrade and base stone during the construction of new roads within new developments that are being built within The City of White House. Below gives an accurate account of how many Initial Drive Form Inspections, Final Driveway Inspections, EP&SC (Erosion Prevention & Sediment Control Inspections, and Final Stormwater Inspections were performed on a monthly basis.



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

<u>Traffic Signal Complaints Log</u>	<u>November</u>	<u>FY 23/24 YTD</u>
SR-76 & Love's Lane	0	0
SR-76 & I-65 Southbound Ramps	0	0
SR-76 & I-65 Northbound Ramps	0	0
SR-76 & Hester Drive	1	1
SR-76 & Wilkinson Lane	1	1
SR-76 & Sage Road	0	0
SR-76 & Raymond Hirsch	2	2
SR-76 & Hwy 31W	0	0
SR-76 & Pleasant Grove Road (Flashing Signal)	1	1
Hwy 31W & Portland Road	0	0
Hwy 31W & Raymond Hirsch	0	0
Hwy 31W & Sage Road	0	0
Tyree Spring Road & Raymond Hirsch Parkway	0	0
Wilkinson Lane & Richard Wilks	0	0

Traffic Signal Complaint Details:

SR-76 & Hester Drive:

Complaint: Phase 8 light cycled 3 time and no green signal. **Resolution:** Adjustment to Gridsmart Detection Zone

SR-76 & Wilkinson Lane:

Complaint: Phase 1 No Left Turn Arrow at or after 9:00 PM. **Resolution:** City Engineer made adjustment to controller and repaired the issue.

SR-76 & Raymond Hirsch:

Complaint: Red light too long on Raymond Hirsch to left onto SR-76. **Resolution:** Being evaluated by City Engineer but no complaint since initial complaint

Complaint: Green arrow is too short. Not enough vehicles make it through before turning red.
Resolution: Evaluated and determined to be long enough. If adjusted it would negatively impact other approaches to the intersection

SR-76 & Pleasant Grove Road:

Complaint: Needs a signalized intersection. **Resolution:** CSR Designing signalized intersection.

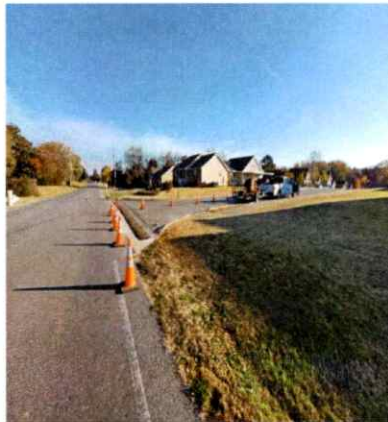
**Public Services Department – Stormwater Division
November 2023**

Stormwater Division worked a total of 640 hours, including 0 hours of overtime, 160 hours of leave time and 100 hours of holiday time (Chris Keith remains on medical leave). The maintenance crew improved approximately 630 linear feet of the drainage system. Inspector spent 61% of time on Stormwater.

11/02/2023 – recycled old trailer, set up snow plow



11/06/2023 – remove tree debris, remove Morgan Trace gutter ramps.



11/07/2023 – Preventative maintenance, vehicle maintenance



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

11/08/2023 – Wilkinson Ln. drainage improvements



11/08/2023 – street sweeping

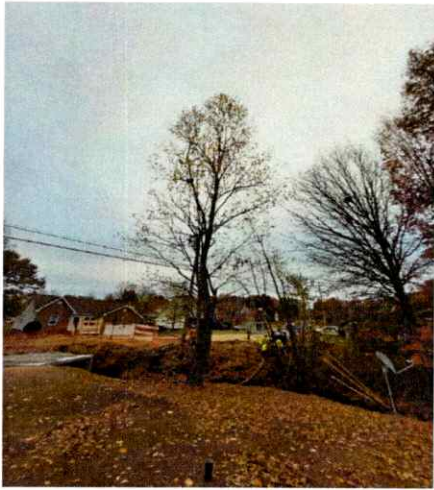


11/09/2023 – set up Christmas tree, street sweeping



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

11/09/2023 – Apache Trail CIP tree removal and pole inspection (CEMC)



11/14/2023 – The Mills outfall modifications.



11/15/2023 – Apache Trail CIP, tree removal for design adjustments to flow path.



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

11/16/2023 – Tyree Springs drainage improvements



11/20/2023 - Storm cleanup at pump station



11/28/2023 - 219 Hobbs meeting, safety meeting, shop inspections, brush truck ride along



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

11/29/2023 - Street sweep, parade float, rain hot spots, assist public works

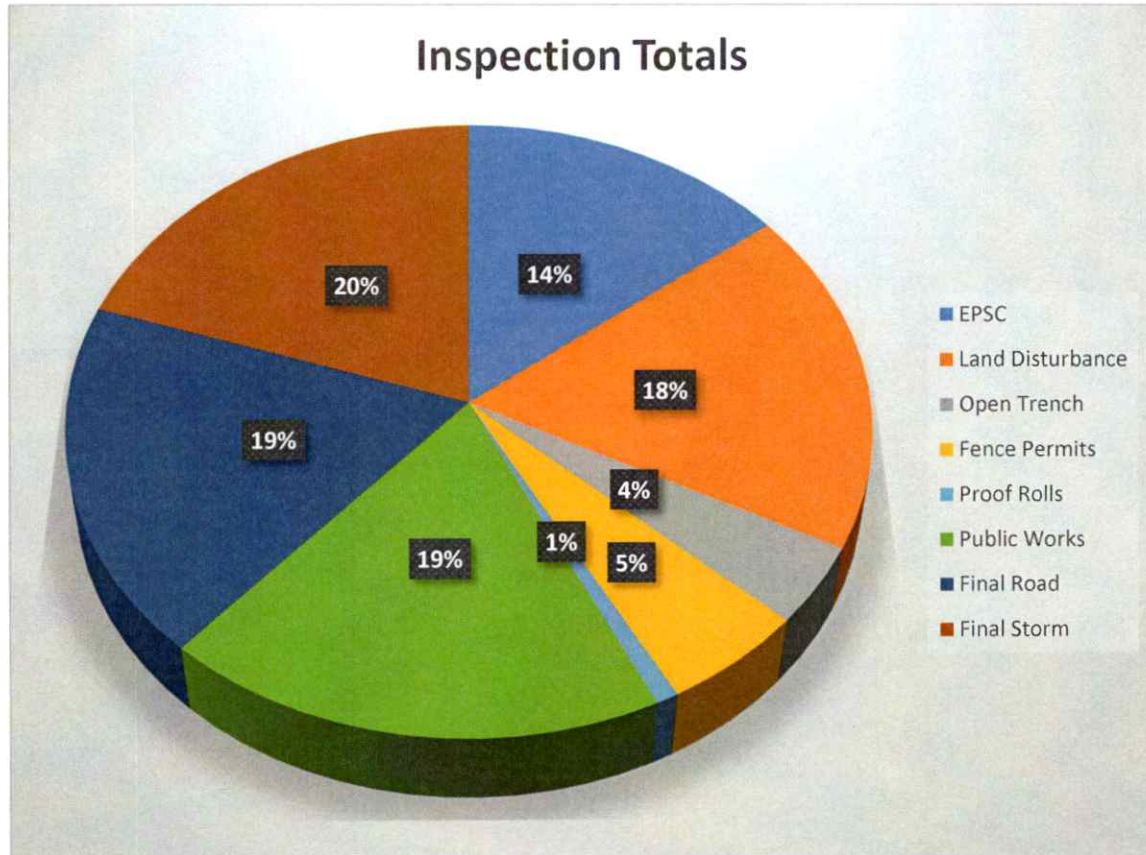


11/30/2023 - Street sweep, fire extinguisher inspection, parade decorations



Public Services Department – Stormwater Division
November 2023

Inspector Notes



EPSC	35
Land Disturbance	44
Open Trench	10
Fence Permits	13
Proof Rolls	2
Public Works	45
Final Road	45
Final Storm	48
Total	242

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

Work Log:

November 1 – Completed BMA Notes, updated LDP information/ spreadsheet tracker, and other information. Open trench Inspections at Calista Farms and Legacy Farms. Reviewed Fields @ Oakwood for Maintenance Bond on Stormwater.

November 2 -Completed Burress Ridge Plans review. Reviewed Stop Work Order on Dorris Phase 2. Open Trench Inspections at Legacy Farms and Calista Farms.

November 6 – Completed Updated LDP Spreadsheet. Inquired about additional and required Training. EPSC Inspections at Pinson Pointe, WHHHS, Legacy Farms, Jackson Farms, Fields at Oakwood, Frey Branch, Sage Farms, Cambria Phase 3b, Dorris Farms Phases 1 & 2, and Marlin Pointe.

November 7 – Meeting with the Stormwater Team on Policy acknowledgment regarding Punctuality. Assisted Stormwater Manager with Software Troubleshooting. EPSC Inspections at Springbrook, Willow Grove, Summerlin, White House Shops, and Highland Park. Met with the Contractor at Springbrook to review concerns with castings at the curb line. Met with the Inspector at Willow Grove. Spoke with Chris at White House Shops about addressing track out and repairs needed.

November 8 – Training with Greg on Concrete in regards to Title 16. Reviewed New Process for Fence Applications within Tyler CSS. Updated Inspection reports. Proof Roll of 1st lift base stone at Highland Park. Open Trench at Frey Branch Cottages.

November 9 – P. T. O

November 13 – Veterans Day Holiday

November 14 -16 - P. T. O

November 20 – 22 – P. T. O.

November 23 – Thanksgiving Holiday

November 27 – On-site Density Testing for Turning Land at Willow Grove. Open Trench Dorris Farms 2. Met with New Builders to discuss the expectations on the vertical construction of Dorris Farms 1 & 2.

November 28 – Met with the Contractor at Legacy Farms to discuss issues on twice-weekly reports. EPSC inspections at Towne Center, The Mills, Cardinal Pointe, Core 5, and Copes Crossing.

November 29 – Reviewed Stormwater Conflicts at White House Shops, per Andy. Met onsite to review and discuss the issues with the configured design. Open Trench at White House Shops. EPSC Inspections at White House Assisted Living, Fields at Oakwood, Calista Rd. Sub.

November 30 – Updated Notes, reports, and Inspections reports. EPSC Inspection at Rec. Center.

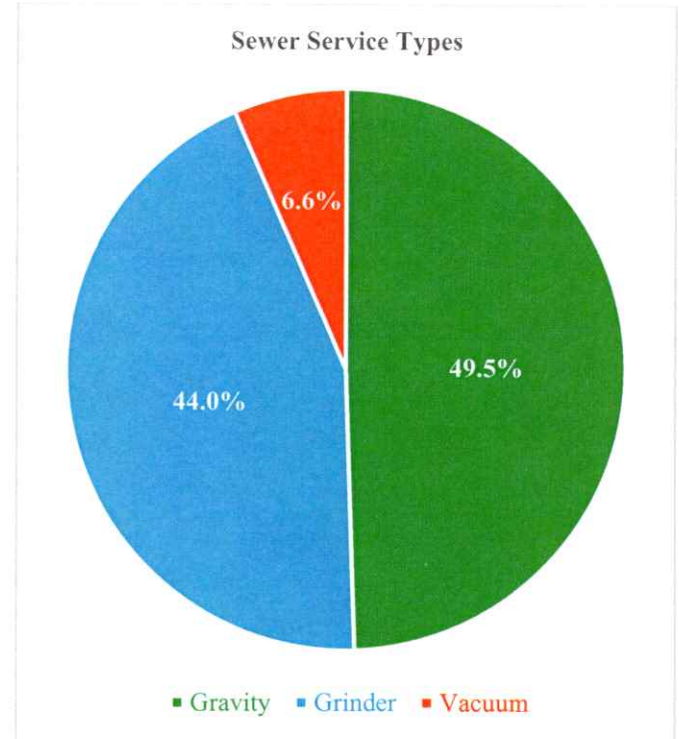
**Public Services Department - Wastewater Division
November 2023**

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 **November 30th, 2023**, City personnel count a total of **6,790** sewer system connections, with **44 new** applications for service in **November 2023**. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	3,359
Low-Pressure Grinder Sewer Connections	2,986
Vacuum Sewer Connections	445

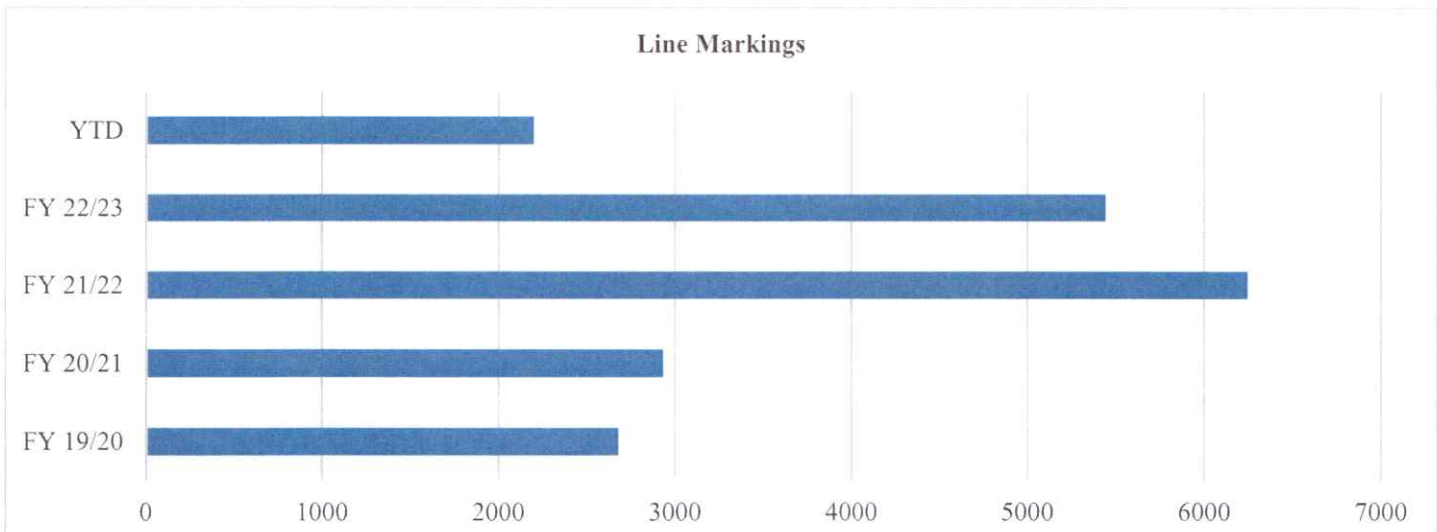
The City counts **189** commercial grinder stations, **2,795** residential grinder stations, and **29** major lift stations integrated into our Sanitary Sewer Collections System.



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-markings in the 2021/2022 fiscal year than in the 2020/2021 fiscal year, largely due to new construction and utility boring activities. Total requests decreased slightly in the 2022/2023 fiscal year, but remain nearly double 2020/2021 levels.**

Line Markings	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>November 2023</u>	<u>FY 23/24 YTD</u>
Tennessee 811	2680	2933	6245	5441	336	2199



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

<u>Lift-Station Repairs</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>		<u>Nov 2023</u>	<u>FY 23/24 YTD</u>
Union Road	6	9	0	0		0	1
Summerlin	5	22	0	0		1	1
Settlers' Ridge	1	1	1	1		0	0
Willow Grove	n/a	n/a	n/a	n/a		0	0
Cope's Crossing	8	6	9	9		1	2
Cambria	4	3	4	4		0	1
Belmont Lodge Apartments	n/a	n/a	0	0		0	0
Kensington Green	1	0	0	0		0	0
Meadowlark Townhomes	n/a	n/a	0	0		0	0
Meadowlark	2	1	1	1		0	0
Sage Farms	n/a	n/a	n/a	n/a		0	0
Sage Road (aka Hester)	1	0	0	0		0	0
Loves Truck Stop	0	0	3	3		1	1
Highway 76 (aka Springfield)	1	0	0	0		0	0
Portland	0	1	0	0		0	0
North Palmers Chapel Vacuum Station	3	1	7	7		0	0
Villas at Honey Run	n/a	n/a	1	1		0	0
31W Apartments	n/a	n/a	0	0		0	0
Calista Apartments	n/a	n/a	0	0		0	0
Calista Vacuum Station	2	1	9	9		0	1
Concord Springs	0	0	2	2		0	0
Fields at Oakwood	n/a	2	2	2		0	0
Los Jalapenos	n/a	n/a	0	0		2	2
Mt. Vernon / Washington Square Apartments	n/a	n/a	0	0		0	1
Grove at Kendall	n/a	n/a	0	0		0	0
Wilkinson Lane	3	1	3	3		0	1
Heritage High School	1	0	0	0		0	0
Legacy Farms	n/a	n/a	0	0		1	1
The Parks #1	0	0	0	0		1	1
Treatment Plant	6	3	0	0		0	0

**Public Services Department - Wastewater Division
November 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:

Summerlin: The discharge line on the Summerlin station plugged with debris, causing pump #1 to malfunction. Upon investigation, several broken cleanouts were found in an active construction phase, and debris entered the lines and had caused the problem. The developer has been issued an NOV and is addressing the issues. Pump #1 was disassembled and the discharge line cleaned, and the station returned to normal operation.

Copes Crossing: The soft-starts inside the control panel malfunctioned during a rain event, disengaging the pumps, and resulting in the station entering high-water and overflowing. The soft-starts were able to be reset, and the station immediately returned to operation. Additionally, replacement of the control panel for this station (including replacing the soft-starts with VFD's) has begun. The pad is poured, and all conduit in place for the new panel. A temporary bypass test is scheduled, and once the bypass has demonstrated effectiveness in the field, removal of the old panel and replacement of the new will begin.

Loves: The in-manhole comminutor (grinder/chopper) pump at the Loves Truck Stop station has failed and been removed from service to prevent clogging and backing up of the gravity mains feeding this station. The comminutor is private infrastructure maintained by Loves, and the facility manager has been made aware of the failure and is working on sourcing a replacement. The station is otherwise functioning normally with no issues to City-maintained equipment.

Los Jalapenos: The Los Jalapenos station control board experienced a short, and was only capable of being operated manually (no automatic controls were functional). The control panel was replaced with an upgraded SCADA-capable unit, and the station returned to normal operation. Upon completion of the control board upgrade, pump #2 was found to be pulling low amps. Upon pulling the pump, it was found that the motor of the pump had failed. Spare pumps were in-stock for this station, and pump #2 has been replaced with a new pump and is now operating normally.

Legacy Farms: Pump #1 at the Legacy Farms lift-station has given a seal-failure and thermal overload alarm, and has been removed from service. The station is currently still under warranty, and the supplying vendor will perform repair/replacement of the pump.

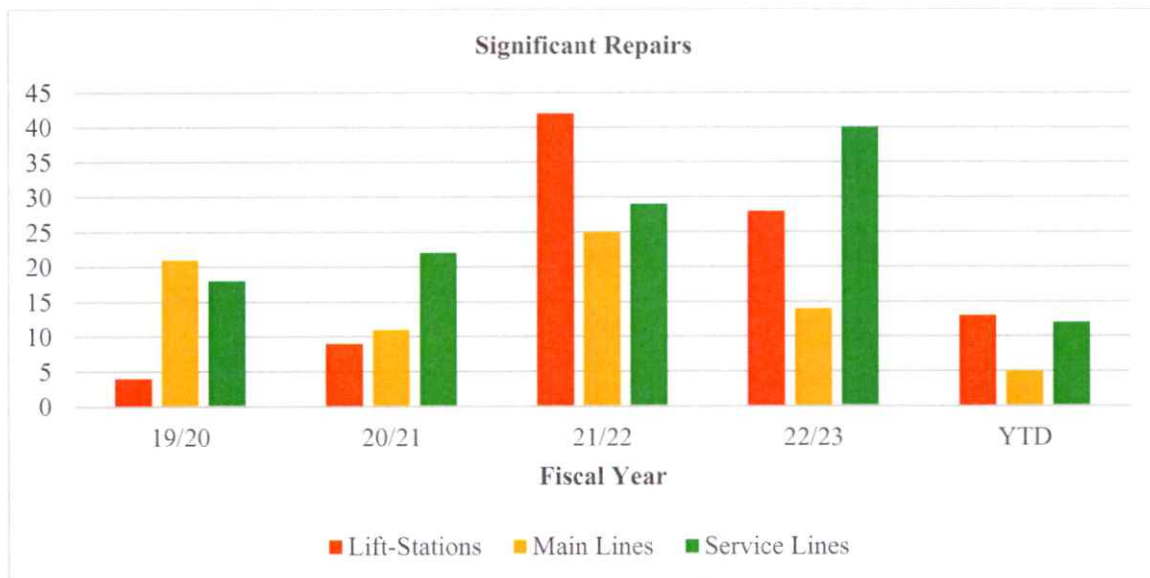
The Parks: The Parks' lift-station pump #1 was found to be malfunctioning due to a faulty air-release valve (ARV). The discharge line has also been found to be partially plugged with debris, similarly to the issue experienced by the Summerlin Station. The result is that pump #1 has cavitated and churned a large volume of biological foam, which has twice impacted our Headworks located at the Wastewater Treatment Plant. Pump #1 has been taken out of service, and the ARV has been scheduled for replacement.

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

System Repair Goals:

The goal is to minimize failures with the major lift stations and the mainline gravity, low-pressure and high-pressure force-mains, and the air-vacuum systems. Key personnel have been trained over the last four (4) years on the proper operation and maintenance of the major lift stations. This program has been very successful in reducing the number of station failures. Some of the lift stations are either at or near their anticipated useful life. Therefore, we will continue to encounter equipment failures until the stations are replaced. The mainline and service line repairs are mitigated in a large part by the 811 line marking program. However, we do encounter residents or contractors that dig without notifying the 811 call center. Under these circumstances the City must make repairs; and if the line break was due to negligence, the responsible party will be billed. In some cases, the breaks are due to weather events or age.

<u>Repairs</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>		<u>Nov 2023</u>	<u>FY 23/24 YTD</u>
Major Stations	4	9	42	28		7	13
Main Line	21	11	25	14		0	5
Service Line	18	22	29	40		2	12

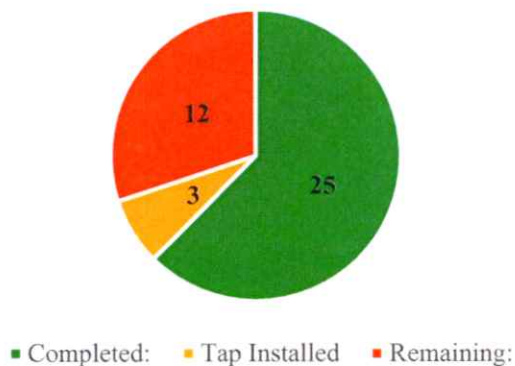


Public Services Department - Wastewater Division
November 2023

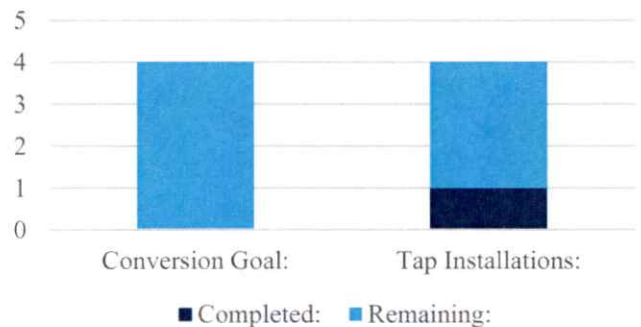
Ongoing Projects:

- 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. **Phase-1 (from the intersection of DeeCee/SCT to the end of Hester Dr) has been fully completed. Phase-2 (Hester Dr to the intersection of Sage/Cardinal) pipe installation and site cleanup is complete, and is only pending final pavement patching of Sage Rd to close out. Phase-3 bids were opened on May 1st, and the bid has been awarded to Twin States. Phase-3 pipe installation, testing, and tie-ins have been completed, as have service line relocations along the Industrial Dr corridor. As of October 31st, 2023, all three phases of the new Southern Force-Main are receiving active flow (flow is diverting from the old 12" line into the new upsized line beginning at the intersection of Sage Rd / Cardinal Dr and flowing to the Wastewater Treatment Plant located at 725 Industrial Dr), and the old 12" and old 6" lines along Industrial Dr have been physically disconnected and abandoned from the intersection of SCT Dr and Industrial Dr to the treatment plant. Final paving of the disturbed areas within the campus of the Wastewater Treatment Plant, as well as full-width repaving of Industrial Dr and SCT Dr (including restriping) has also been completed. Remaining tasks for completion of Phase-3 include site cleanup, and the installation of one (1) additional 12-inch insert-a-valve.**
- 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 pumps #2 and #3, and a splined coupler failure in both pump #1 and pump #2. We are sending pumps #2 and #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. A second Busch pump has been rebuilt by the manufacturer and installed, and the station is currently operating normally.**
- 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. Four (4) full conversions are planned for the FY23/24 fiscal year, with one of the conversions already having a tap installed. **A total of 25 projects have now been completed on the list of 40. One conversion is scheduled for December, 2023.**
- 4. Apache Trail Vacuum Line Relocation:** An existing 4-inch PVC vacuum sewer line is in conflict with the Stormwater box-culvert replacement project on Apache Trail. Parts are on order for a temporary connection until the new culverts are installed, and then a permanent hard-line will be installed above the new culverts once the culverts are in place. **The permanent relocation of a 4-inch vacuum sewer line has been completed and is operating normally, with the permanent line being installed over top of the new box culvert (will be covered by sidewalk at project completion).**

Total Planned Septic-to-Sewer Conversions:



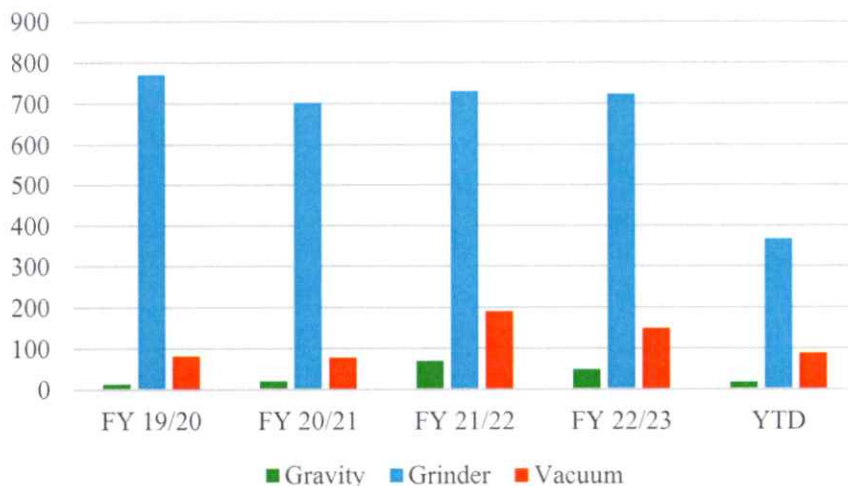
Septic-to-Sewer Conversion Goals
(FY-2023/2024)



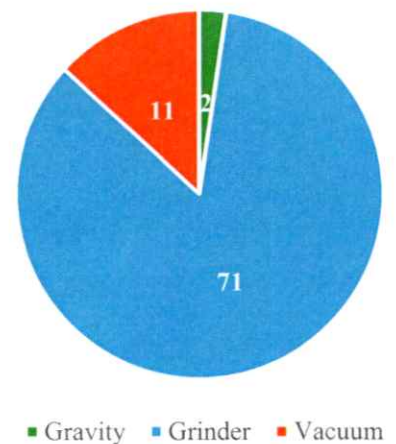
**Public Services Department - Wastewater Division
November 2023**

<u>Work Orders</u>	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>		<u>Nov 2023</u>	<u>FY 23/24 YTD</u>
Vacuum System Service Request	82	78	191	149		11	88
Gravity Service Request	13	20	69	48		2	17
Low Pressure Service Request	770	702	730	723		71	367
Total Pumps Replaced	449	492	472	459		39	215
Total Pumps Rebuilt	n/a	135	114	30		0	15
Total Warranty Pumps Returned	n/a	n/a	129	125		5	38
Grinder Tank PM Program	267	219	117	132		11	67
Open Trench Inspections	226	409	702	653		51	331
Final Inspection for New Service	110	248	405	489		51	288
Grease Trap Inspections	n/a	n/a	n/a	162		17	79
Sanitary Sewer Overflow (SSO)	49	19	28	14		1	8
Odor Complaints	43	35	22	28		2	18

Sewer Service Calls by Connection Type (YTD)



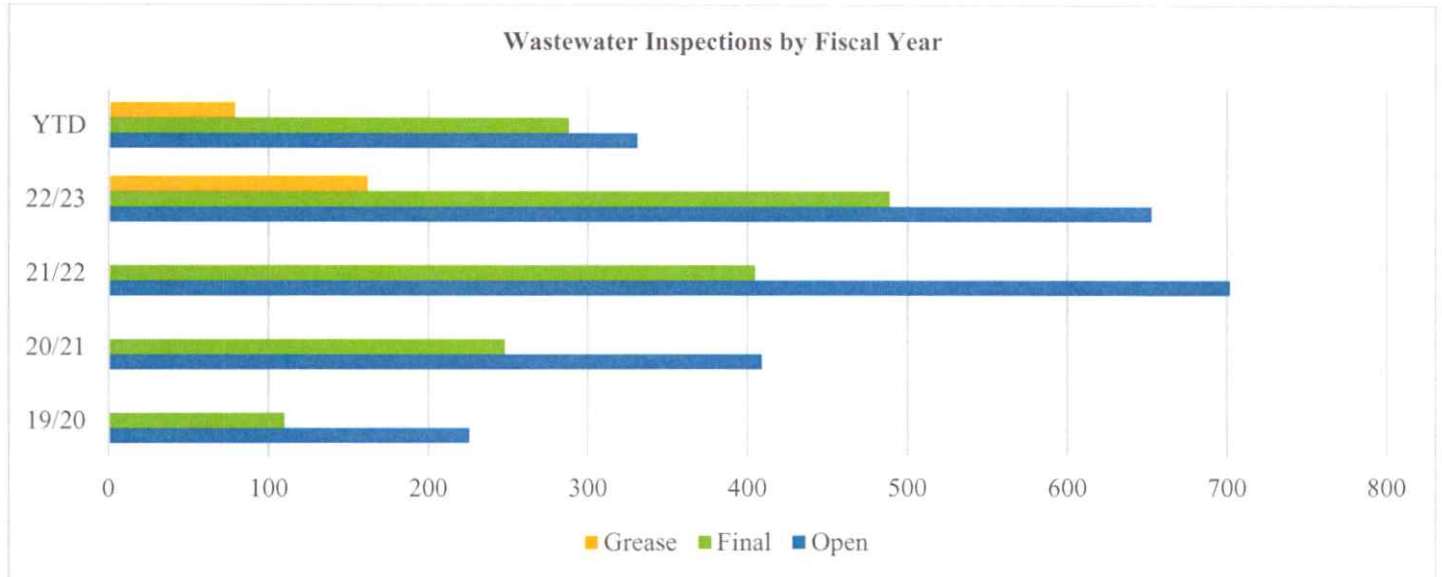
Sewer Service Calls by Connection Type (November 2023)



Public Services Department - Wastewater Division
November 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 five years, with FY22/23 numbers remaining similar to the FY21/22 inspection requests.

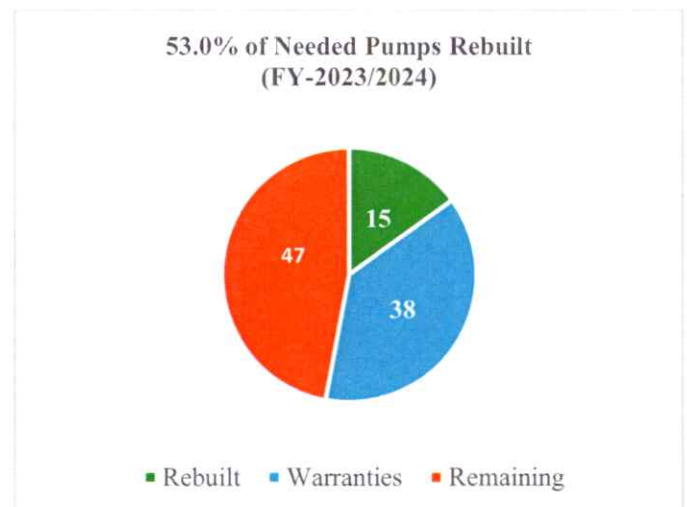


Pump Rebuilds:

The capital outlay budget was designed for a total purchase of 350 new E-One grinder pumps for the 2022/2023 Fiscal Year, though product price increases reduced the total number of anticipated new pumps to approximately 325. However, 459 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 30 pumps throughout the year, in addition to 125 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 2023/2024 fiscal year was again designed for the purchase of approximately 325 new pumps, though the City was able to secure better pricing for a brief window to enable the purchase of 400 pumps, with an anticipated need for approximately 475 pumps throughout the year (to be supplemented by in-house rebuilds and warranty-return pumps). As such, the City is targeting to rebuild a minimum of 100 pumps (inclusive of rebuilt warranty-return pumps) throughout the year for buffer.

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 have been an abnormally high number of warranty-returns in the last three years caused by a known manufacturing defect in the 2018/2019 E-One models that the manufacturer has since corrected.



**Public Services Department - Wastewater Division
November 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.

<u>Parameter</u>	<u>Aug - 23</u>	<u>Sep - 23</u>	<u>Oct - 23</u>	<u>Nov - 23</u>	
Flow – To Creek	0.571 MGD	0.587 MGD	0.526 MGD	0.614 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	0.571 MGD	0.587 MGD	0.526 MGD	0.614 MGD	
Capacity	1.400 MGD	1.400 MGD	1.400 MGD	1.400 MGD	
% of Plant Throughput	40.8%	41.9%	37.6%	43.9%	(0.614 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	51.0%	52.4%	47.0%	54.8%	(0.614 MGD) / (1.120 MGD)
Rainfall	5.45"	3.37"	1.60"	3.31"	

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>		<u>Nov 2023</u>	<u>FY 23/24</u> <u>YTD</u>
Effluent Violations	12	7	32	25		2	6

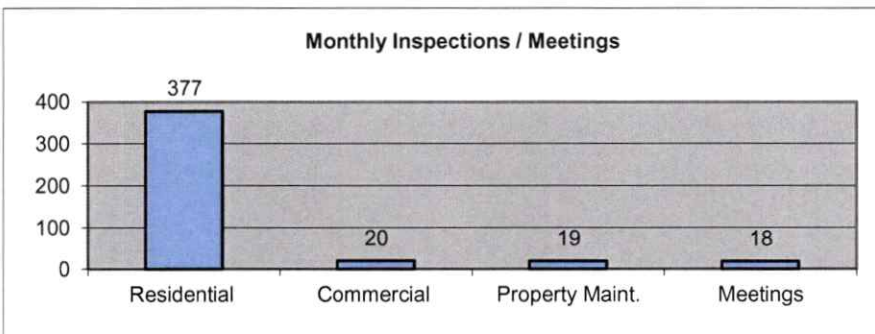
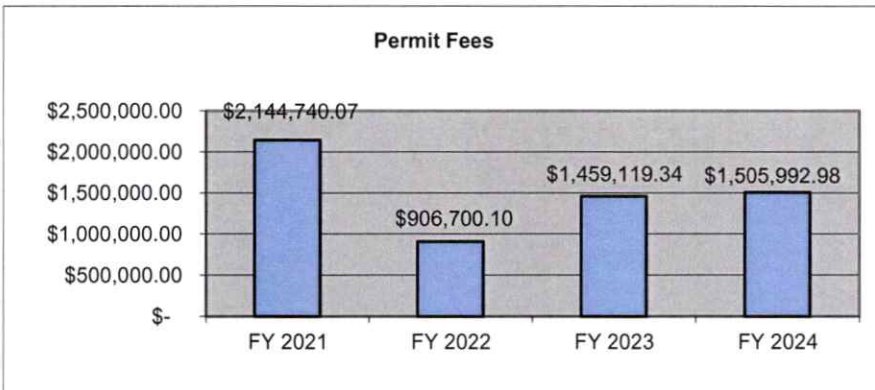
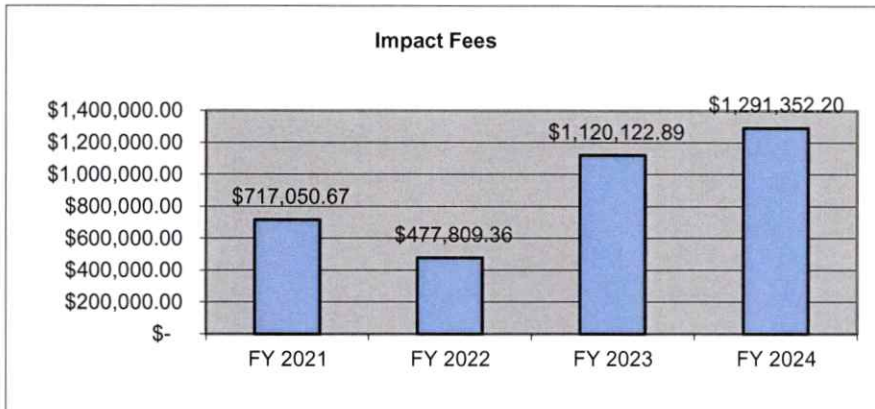
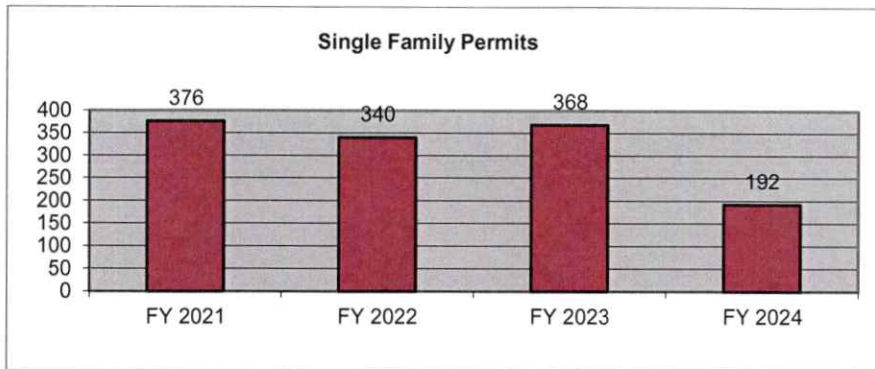
1. **Violations:** One violation for Total Phosphorus Rolling Average in pounds per year. This will continue until the new plant is operational. Violations may continue for several months after completion of construction until the annual rolling average can be reduced below the violation limits by the new facility.

The second violation is C. Dubia Reproduction rates in lab tests using effluent samples. A TIE/TRE test is currently underway via EnviroScience and a WET test underway by Waypoint Analytical to identify the cause of the failures, as per NPDES permit requirements. WET tests will include analyses for Mercury, Cadmium, Copper, and Silver; all of which are potential causes of the issues observed. The City has also released an Industrial Waste Survey to relevant commercial sites throughout the City to attempt to locate the potential source(s) of the noted contaminants.

2. **TDEC Order and Assessment:** On July 15th, 2020, TDEC issued the City of White House an Order and Assessment notice in the amount of \$63,040 for a total of 29 violations that occurred between March 2018 and February 2020 (the only unresolved violation being the rolling total phosphorous average). An initial payment in the amount of \$12,608 was required within 30 days, with other penalties only being applicable if the provisions of the order and assessment were not met. Two (2) provisions were of concern to City staff: The City must begin to initiate the implementation of the state-approved plans for the WWTP expansion within 90 days; and the City must remain within "significant compliance" of the facility's permit for a period of two (2) years following completion of construction of the new facility. City personnel spoke with TDEC officials on July 29th, and were able to confirm that the City is already compliant with the 90-day initiation period as a result of the progress made with the SRF Loan process for the facility, and received an extension of the "significant compliance" period to begin one (1) year after completion of construction, to allow for the influence of the old facility's treatment effectiveness on annual rolling averages to be completely phased out. **The City received written confirmation of this arrangement from TDEC on August 7th, 2020.**
3. **Peracetic Acid:** TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly. The PAA feed rate is operating at a constant **2.50** parts per million (ppm). The average residual was **0.12** ppm with a max residual of **0.25** ppm. ***Last month the feed rate was 2.20 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 **49.00 CFU's**, which is well below the limit. ***Last month the average was 24.60 CFU.***

Planning and Codes Department
NOVEMBER 2023



Planning and Codes Department
NOVEMBER 2023

	Month	FY2024	FY2023	FY2022	FY2021
MEETING AGENDA ITEMS#					
Planning Commission	6	39	91	67	74
Construction Appeals	0	0	0	0	0
Zoning Appeals	0	0	6	5	4
Tech. Review/Study Session	0	0	0	5	2
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	46	192	368	340	376
Multi-Family Residential	0	0	226	0	22
Other Residential	4	38	96	89	83
New Commercial	0	6	7	7	6
New Industrial	0	1	0	0	0
Other Com/Ind	3	23	51	25	23
Sign	0	5	22	11	17
Occupancy Permits	45	181	397	319	400
Other	0	1	31	11	12
BUILDING INSPECTIONS					
Residential	377	2136	4885	5452	2621
Hours	94.25	732.75	2250.5	1367	533
Commercial /Industrial	20	86	125	139	92
Hours	5	27.25	125	139	92
CODE ENFORCEMENT					
Total Cases	19	100	35	98	179
Hours	4.75	29.25	35.75	70.24	86.75
Complaints Received	19	96	199	55	41
MEETINGS					
Administration	4	32	80	117	72
Hours	4	14.25	86	127	70
Planning	13	60	112	127	53
Hours	3.25	25.25	116.5	96	50
Codes	1	10	10	8	11
Hours	1	8.5	13	10	9
FEES					
Permit Fees	\$164,705.00	\$ 1,505,992.98	\$ 1,459,119.34	\$ 906,700.10	\$2,144,740.07
Board Review Fees	\$430.00	\$ 2,380.00	\$ 18,050.00	\$ 14,100.00	\$84,775.00
City Impact Fee	\$172,040.00	\$ 1,291,352.20	\$ 1,120,122.89	\$ 477,809.36	\$717,050.67
Roads	\$52,762.00	\$ 416,456.20	\$ 323,964.51	\$ 664,873.38	\$301,769.60
Parks	\$54,694.00	\$ 228,288.00	\$ 291,189.00	\$ 114,114.00	\$ 150,326.00
Police	\$38,916.00	\$ 389,431.90	\$ 239,697.73	\$ 125,535.54	\$ 191,431.41
Fire	\$25,668.00	\$ 257,176.10	\$ 169,728.00	\$ 76,498.26	\$ 79,900.66
OTHER ITEMS					
Subdivision Lots	0	0	0	0	235
Commercial/Ind. Sq Ft	0	311,999	0	15,216	214,206
Multi-Family Units	0	0	22	0	96
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 35	\$ 18,916,412.74		\$3,374,092.67	\$1,633,984.00	\$922,141.63
Workings Days in Month	17		17	16	15

Parks, Recreation, & Cultural Arts Department
November 2023

Monthly Report

Update on ongoing projects:

Soccer Complex Renovation Phase II

- Approved by Board of Mayor & Alderman on November 16th
- Award notice sent to Rogers Group on November 21st
- Once contract documents are finalized work will begin
- Expected to get started in mid-December

Splash Pad Maintenance Building

- It was brought up in the meeting with the architect and contractor that the holding tank has incurred some damage during the project and will need to be fixed.
- All information regarding the damage and supplier information for the tank was sent to contractor and architects.
- Other than that, not much progress was made this month on the building.

Rec Center

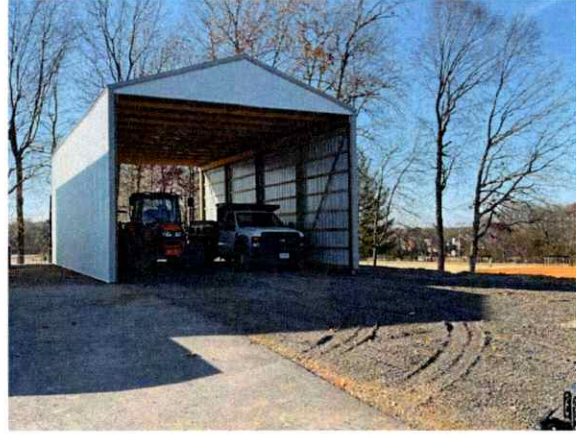
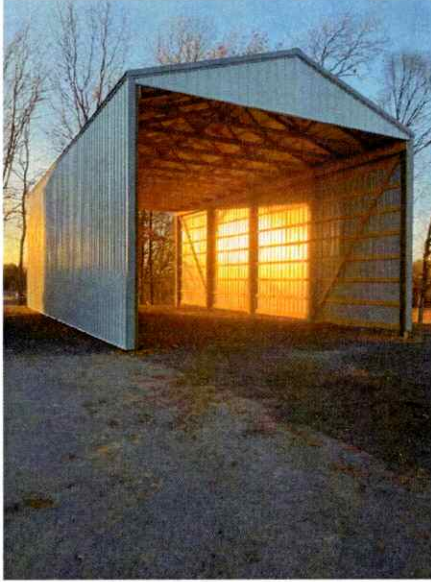
- Work continued on the walls, footings and plumbing
- Elevator construction began
- Steel erection is upcoming and will last for several months



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

Maintenance Building Lean-To

- Surprisingly, this project actually got started and nearly finished this month – only lack some trim work and gutters to be installed
- We are already putting it to use and now have a building to store almost all of our expensive equipment and keep it out of the weather



Master Plan

- Work began with Kimley Horn
- Did facility tour
- Sent several documents regarding our current programming and current and upcoming projects
- Survey is being formulated that will go out to the public at the beginning of next month

List of upcoming projects yet to begin:

Parks Truck

- Still waiting on this project

Dirt for Laser Grading & Sand for Top Dressing

HVAC Unit for Museum

- Started collecting quotes

(2) Zero-Turn Mowers

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

Recreation- Assistant Director

Adult Programs

Adult Softball:

- Last games played 11/9
 - Champions- 33's

Women's Exercise Class:

- Dates: 11/8, 11/15, 11/29
- Total Attendees: 9

Youth Athletics

Youth Basketball

- Registration Closed: 10/22
- 344 Total Registered
- 43 Teams across all age groups:
 - 1st-2nd Grade: 13 Teams
 - 3rd-4th Girls: 5 Teams
 - 3rd-4th Boys: 10 Teams
 - 5th-8th Girls: 4 Teams
 - 5th-6th Boys: 8 Teams
 - 7th-8th Boys: 4 Teams
- Coaches Meetings: Nov. 1st & 2nd
- Practices Started: 11/11

Special Events

Christmas Parade: Dec 2nd 3:00pm

- Theme: Christmas Movies
- Registration Closed: 11/28
- Total Registered: 70
- Mandatory Meetings: 11/28 & 11/30 6:00pm

Other

Word on White House: Submitted 11/2

Gym closed: 10/30-11/4

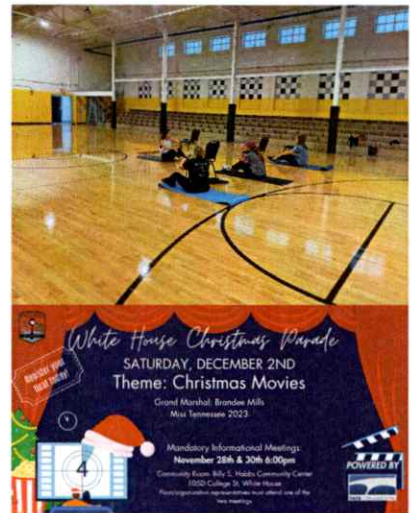
- Floor refinishing

Open gyms: Averaged totals per a day

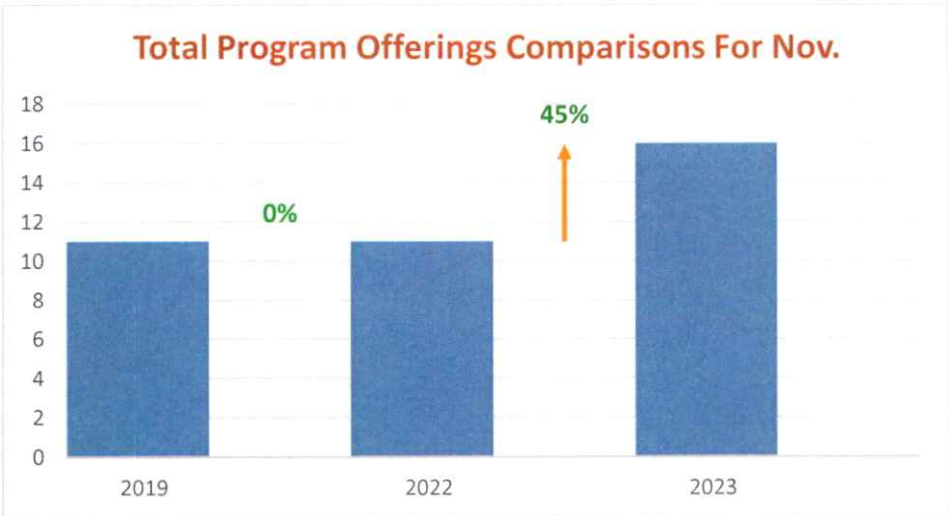
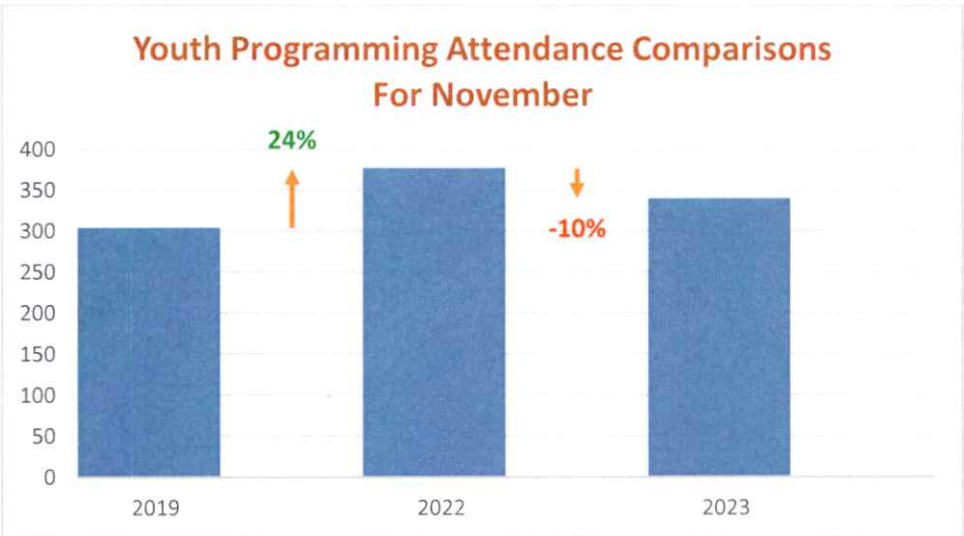
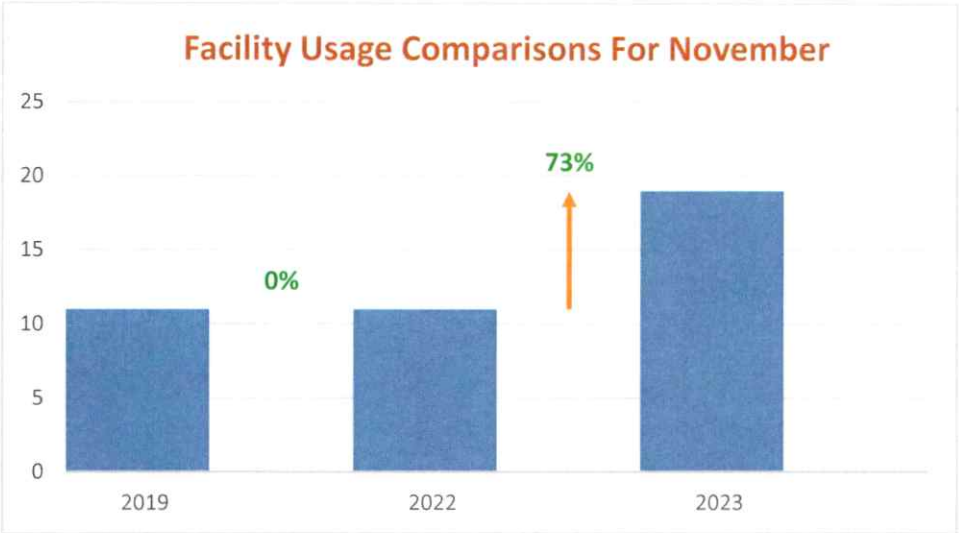
- Pickle Ball Open Gym
 - Tuesdays- 9
 - Thursdays- 10
- Open Gym Basketball - 12

Social Media & Website

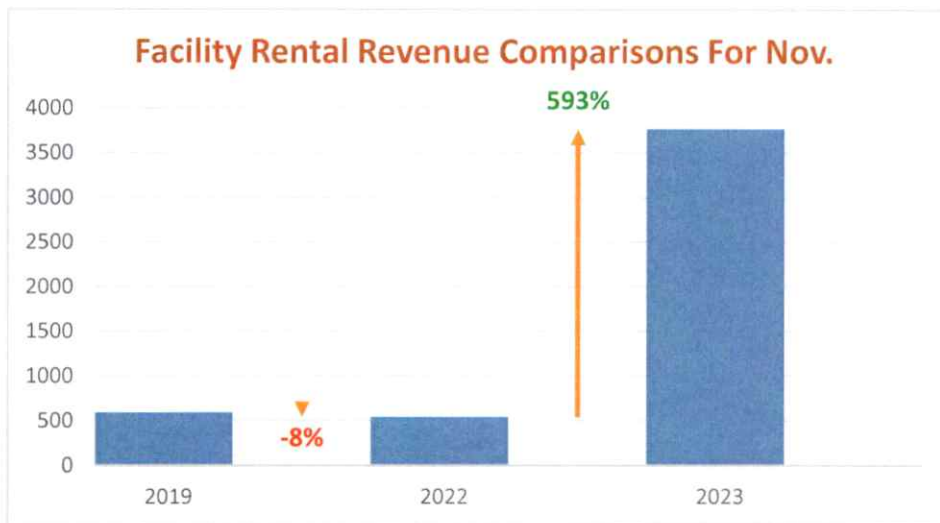
- Facebook
 - 918 Followers
 - Reach: 6,354
 - Total posts: 20
 - Best Performing Post: 11/8- Parade Route (3,500 reach & 3 Shares)



Parks, Recreation, & Cultural Arts Department
November 2023



Parks, Recreation, & Cultural Arts Department
November 2023



Maintenance

- We trimmed trees at the library for the tree lighting event.
- We painted floors in the soccer bathrooms and walls in splash pad restrooms



Parks, Recreation, & Cultural Arts Department
November 2023

- Everything has been winterized. (irrigation, buildings and drinking fountains)
- We borrowed a lift from PW and cut down a dead limb hanging over the Greenway.
- We removed a tree stump at the Museum.
- We have added playground mulch around all of the playground and fitness equipment at the park and Northwoods.
- We have put up the new rules sign and map at the Vet Clinic Trailhead.



- We painted the handrails at the splash pad around the stage and stairs.
- We made some wood side boards for the top dresser so we can load more sand on it.
- We have taken the reels to the company that services them. (waiting to hear back from him)
- We have been mulching leaves and we are getting close to getting them all mulched up.
- We put in the new concrete barricades at the cemetery where we want the dirt to be dumped.



- We rented a walk behind brush cutter and cleaned out under Greenway bridges and other places along the Greenway.



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

- We have painted parking spots at all of our parking lots. (only one left is splash pad)



- We removed the white fence behind Vet Clinic Trailhead parking lot



Museum

Volunteers

November is always an exciting month for the museum volunteers because we get the privilege of going out to the elementary schools in the area and teach the 2nd graders about pioneers. We are so pleased that the teachers contact us and invite us back each year at this time when their students are studying pioneers. Our presentation is broken up into three parts discussing the movement to this area and westward, pioneer women's jobs and the children's life in that time period.



We also got an opportunity to talk to two history classes at White House High School about White House history in general with a focus on the school having its 100th graduating class this spring. We were so pleased that Charlene Reid joined us for that presentation.

The White House Inn Museum presented to a total of 385 faculty and students. The volunteers have provided 54 hours of service for the month of November.



Museum volunteers also helped with decorating the museum's float for the Christmas parade.

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

Exhibits - The works of JT Albert are now on display until end of 2023.

Tours at Museum - Tours were given to walk ins.

On Thursday, November 9, Robertson Leadership Class toured the museum. For tours that are set in advance for a group, I like to be sure I am in period dress.

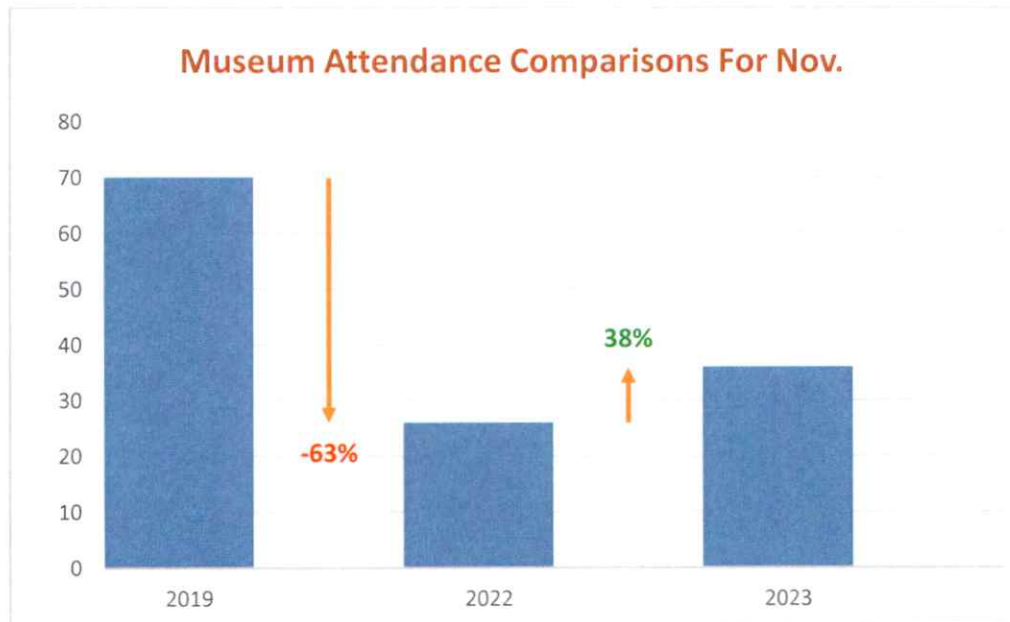
Events and Meetings Assisted with and/or Attended

November 4 – Jingle and Mingle Around Town
November 6 – Presentation at White House High School
November 8 – Ribbon Cutting for Be Kind
November 9 – Leadership Robertson County Tour Group
November 15 – Pioneer Presentation Madison Creek Elementary
November 16 – Pioneer Presentation Merrol Hyde Magnet School
November 21 – Ribbon Cutting and After Hours at 615 Realty
November 27 – Pioneer Presentation HB Williams
November 28 – Employee Appreciation Luncheon
November 28 – White House Youth Soccer used training room 6-8 pm



Visitors' Center and Museum Attendance

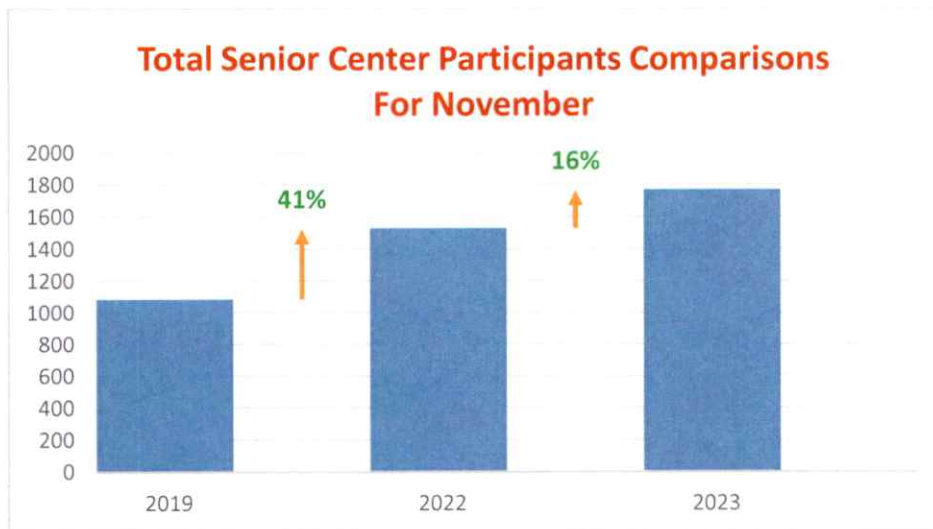
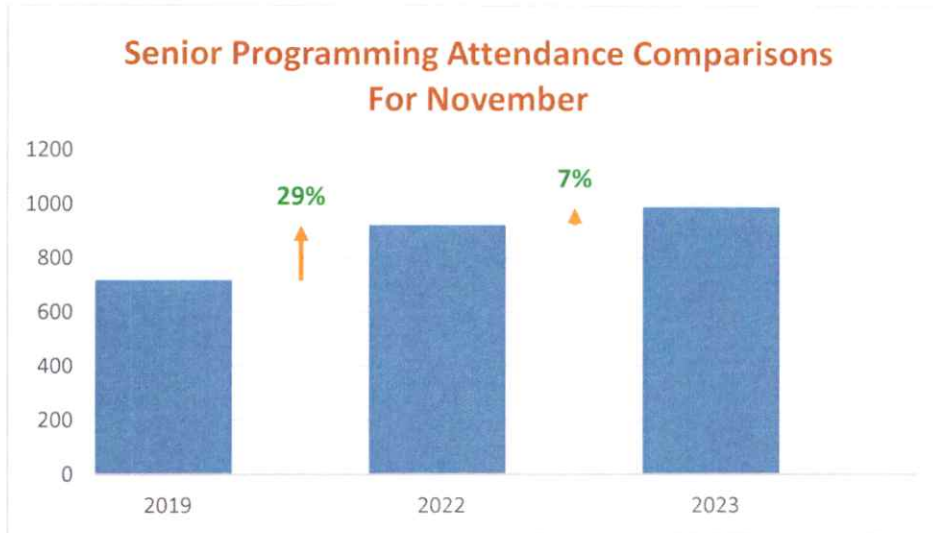
Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
2	26	10	36	385



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

Senior Center Participation - October 2023			
<u>Outings:</u>			
Donoho Hotel	46		
Poinsetta Farm	18		
Total	64		
<u>Events:</u>			
Veterans Celebration	28		
Total	28		
		<u>Sr Meals Wednesdays</u>	
		155	
		124	
		156	
		150	
		132	
		717	TOTAL
<u>Programs:</u>			
Fittercise-Strength, Yoga	383	Holidays & gym closed	
Walk	64		
Bingo	58		
Birthday Potluck	35		
Ballroom & Country Western Dance Lessons	8		
Farmers Rummy	0		
Garden Club	36		
Quilting	5		
Meals on Wheels	156		
Bunco	20		
Bible Study	4		
Crafts	10		
Cards, Games, Pool, Puzzles	136		
Pickle Ball	47		
TOTAL	962		
MEMBERS	372	Updated members	as of 11/30
1st time visitors	2		
New Members	4		
TOTAL Sr Center Participants:	1396	Total	1771

Parks, Recreation, & Cultural Arts Department
November 2023



Parks and Recreation
November 2023

	FYE 2021	FYE 2022	FYE 2023	Nov. 2019	Nov. 2022	Nov. 2023	YTD 23-24
Facility Usage							
Special Use Permits Submitted	39	20	23	0	0	1	9
Pavilion 1 Usage	21	16	16	0	0	0	11
Pavilion 2 Usage	13	16	14	0	0	0	9
Pavilion 3 Usage	74	94	137	1	0	1	70
Splash Pad Pavilion Usage	99	165	136	0	1	0	15
Total Number of Pavilions Usage	207	291	303	1	1	1	105
Gymnasium Rentals	23	83	82	11	6	3	10
Amphitheater Usage	1	9	9	0	0	0	1
Community Room			66	0	5	16	71
Total Number of Facility Rentals	30	92	157	11	11	19	82
Ballfield Rentals	146	134	165	0	16	5	74
Vistor Center Attendance	20	29	30	0	3	2	13
Vistors Who Also Toured Museum	70	303	191	23	8	26	51
Museum Attendance Only	115	1116	1142	47	18	10	1013
Total Museum Attendance	185	1419	1333	70	26	36	1064
Programming							
Number of Youth Program Participants	417	615	800	304	377	344	610
Number of Adult Program Participants	100	260	195	0	0	9	141
Number of In-House Special Events Offered	9	7	11	1	1	1	8
Number of In-House Special Event Attendees	1077	2223	2158	0	0	0	2010
Number of Rec Programs Offered	19	21	24	1	0	1	9
Number of Senior Center Memberships	2000	2454	3186	201	205	372	1810
Number of New Senior Center Memberships	0	5	38	1	0	4	47
Senior Center Participants	4412	11605	16,821	1,086	1,531	1,771	7781
Senior Center First Time Visitors	36	95	115	6	13	2	25
Number of Senior Trips Offered	9	28	46	3	3	2	16
Number of Senior Trip Participants	81	235	617	35	27	64	219
Number of Senior Programs Offered	34	101	142	10	11	15	70
Number of Senior Program Participants	1061	7304	10,566	718	924	990	4935
Number of Senior Meals Served	36	47	48	4	5	5	22
Number of Meals Participants	3277	3965	5658	263	580	718	3259
Offsite Presentation Attendees	0	145	435	0	300	385	385
Total Number of Programs Offered	53	124	166	11	11	16	79
Revenues							
Youth Programs	\$44,261.00	\$57,366.00	\$ 79,821.40	\$154.00	\$1,284.00	\$624.00	\$ 53,602.00
Adult Programs	\$ 6,230.00	\$ 7,925.00	\$ 11,780.00	\$3,190.00	\$0.00	\$150.00	\$ 4,325.00
Special Events	\$ 3,495.00	\$ 3,080.00	\$ 2,940.00	\$10.00	\$0.00	\$0.00	\$ 785.00
Senior Meals	\$ 8,222.50	\$11,442.00	\$ 18,754.00	\$701.00	\$1,904.50	\$2,391.00	\$ 10,869.00
Shelter Reservations	\$ 9,112.50	\$12,995.00	\$ 7,675.00	\$0.00	\$30.00	\$0.00	\$ 2,037.50
Facility Reservations	\$ 2,956.25	\$19,181.75	\$ 16,978.25	\$593.75	\$544.00	\$3,768.75	\$ 9,093.75
Field Rentals	\$ 5,820.50	\$ 3,913.00	\$ 5,578.50	\$0.00	\$1,420.00	\$450.00	\$ 1,788.00
Affiliate League/Tournament Fee Revenue	\$ -	\$13,666.50	\$ 29,825.50	\$0.00	\$0.00	\$0.00	\$ 8,946.50
Misc	\$ 9,686.39	\$25,818.31	\$ 8,763.20	\$780.00	\$755.52	\$0.00	\$ 4,401.95
Maintenance							
Mowing Hours	2,195	1660.25	1548.5	96	24	42	922
Work Orders Received	9	15	24	0	1	2	9
Work Orders Completed	9	14	23	0	1	2	9
Number of Projects Started	39	31	8	13		4	8
Number of Projects Completed	32	29	8	7		2	6
Number of ballfield rainouts	NA	156	321	NA	0	0	167
Bags of Field Dry Used	NA	100	42	NA	0	0	24

**White House Public Library
November 2023**

Summary of Activities

The library director and HR director conducted interviews for a part time library clerk. The position was offered to Tiffany McCall, who accepted the position. Her first day was November 15th.

The library director attended a virtual director check-in with the regional library. The region discussed the interlibrary loan system, weeding ebooks, upcoming regional training, collection development policies, and the new director at Humphrey County.

The library board met on November 9th. The board voted on updates to the collection development policy and to have the library director bring a late fee free proposal to the Board of Mayor and Aldermen to vote on in January and February. The board also reviewed the director's evaluation form that they will use in January.

The library director met with each staff member for her quarterly one-on-one meeting. During this meeting the director went over changes that would be taking place in the future such as schedule changes, straightening sections, measurable results, etc. The director also explained the mission of the library to each employee and how important their role is in meeting that mission. She thanked the staff and shared how meaningful each of their jobs are to the citizens.

The Youth Services Librarian and Library Supervisor attended H.B. Williams school night. At this event, the two gave out library calendars, bookmarks, and other information about the library to the school students. It was a successful event that the library is happy to be invited to every year.

The library sprinkler and fire alarm system had its annual inspection on November 28th. Everything is in proper working order.

The Library Director attended a regional training on working with your library board. The director learned some tips on how to better work with your board, having difficult conversations, and creating a board orientation packet. The training was very helpful with tips the director will be able to implement.

Department Highlights

The highlights for the month were hiring another part-time employee, the H.B. Williams school night, and the regional training.

**White House Public Library
November 2023**

Performance Measures

Official Service Area Populations

2019	2020	2021	2022	2023
14,202	14,363	14,455	14,820	15,094

Membership

November	2019	2020	2021	2022	2023
New Members	74	53	64	95	132
Updated Members	207	214	258	192	456
Yearly Totals	2019	2020	2021	2022	2023
Total Members	8,376	9,496	7,027	7,125	7,343
% 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. The library did its annual purge in October, which is why there is a drop in total cardholders.

Total Material Available: 39,436

Estimated Value of Total Materials: \$985,900

Total Materials Available Per Capita: 2.61

Last Month: \$982,225

Last Month: 2.60

State Minimum Standard: 2.00

Materials Added in November

2019	2020	2021	2022	2023
311	127	326	120	295

Yearly Material Added

2019	2020	2021	2022	2023
3,004	3,025	3,035	3,573	2,534

Physical Items Checked Out in November

2019	2020	2021	2022	2023
4,393	4,465	5,438	6,353	5,997

Cumulative Physical Items Check Out

2019	2020	2021	2022	2023
62,522	50,042	59,515	80,653	76,213

Miscellaneous item checkouts

November	2019	2020	2021	2022	2023
Technology Devices	65	56	68	61	80
Study Rooms	65	14	59	65	92
Games and Puzzles	77	140	125	180	162
Seeds	6	8	28	3	2
STEAM Packs	37	0	20	13	43
Cake Pans	2	1	0	12	7
Outdoor Items	*	*	*	3	2
Honor Books	*	*	*	4	1

Yearly Totals

2019	2020	2021	2022	2023
137	381	725	743	733
253	305	395	746	822
222	955	1,263	2,060	1,668
112	302	878	883	764
61	25	160	234	322
1	28	21	69	38
*	*	*	17	59
*	*	*	19	102

Library Services Usage

November	2019	2020	2021	2022	2023
Test Proctoring	6	0	5	1	0
Charging Station	8	7	4	6	2
Notary Services	9	4	14	3	11
Library Visits	3,891	2,566	3,236	3,517	3,604
Website Usage	1,372	2,094	2,191	3,040	707
Reference Questions	5	10	5	1	1

Yearly Totals

2019	2020	2021	2022	2023
27	74	108	61	54
19	47	45	21	15
16	88	144	135	154
55,728	30,007	38,913	48,253	44,652
16,935	17,977	27,907	33,678	36,050
77	60	73	31	34

Computer Users

November	2019	2020	2021	2022	2023
Wireless	443	387	425	331	285
Adult Users	292	261	171	188	145
Kids Users	136	8	89	219	120

Yearly Computer Users

2019	2020	2021	2022	2023
2,017	3,829	3,878	4,544	4,073
1,103	2,138	2,235	2,608	2,115
556	427	957	2,987	1,918

**White House Public Library
November 2023**

Library Volunteers

November	2019	2020	2021	2022	2023
Library Volunteers	24	6	12	10	12
Volunteer Hours	183	67	159	102	63

Yearly Totals

18-19	19-20	20-21	21-22	22-23
82	36	20	48	75
809	1,286	1,204	1,492.5	1,453

Universal Class Counts

November	
Sign ups	0
Courses started	1
Lessons viewed	12
Class Submissions	9

Yearly Totals

2019	2020	2021	2022	2023
9	10	13	18	21
16	53	39	2	22
194	1,771	1,008	876	410
105	800	515	465	557

Kanopy

November	Visits	Pages	Plays	Accounts
Monthly	742	1,027	154	14
Yearly	1,562	2,248	367	77

Kanopy is the library's new movie streaming service. Patrons can stream movies and shows to watch free with their library card.

Programs

1,000 books	2019	2020	2021	2022	2023
Monthly Sign-ups	7	2	1	2	2
total Sign-ups	214	67	174	132	155

Achievements	2019	2020	2021	2022	2023
100 Mark	0	0	22	10	1
500 Mark	2	0	2	5	6
Completion	1	2	4	7	7

Face-to-face Kids Programs

November	2019	2020	2021	2022	2023
Programs	9	1	11	9	7
Attendees	202	17	203	246	163
Yearly	2019	2020	2021	2022	2023
Programs	154	43	91	136	124
Attendees	4,201	1,185	2,167	3,646	3,696

Grab & Go Kits

November	2020	2021	2022	2023
Kits	8	5	4	4
Taken	225	212	189	116
Yearly	2020	2021	2022	2023
Kits	38	44	7	4
Taken	1094	1,699	334	116

The library held fewer story times in November due to the Thanksgiving holiday

Teen/tween Face-to-Face Programs

November	2020	2021	2022	2023
Programs	0	7	7	7
Attendees	0	60	23	13
Yearly	2020	2021	2022	2023
Programs	11	43	98	106
Attendees	77	370	437	346

Grab & Go

November	2020	2021	2022	2023
Kits	0	0	4	4
Taken	0	0	96	39
Yearly	2020	2021	2022	2023
Kits	13	24	7	6
Taken	152	409	151	58

There were fewer teen programs because of the Thanksgiving holiday.

Face-to-face Adult Programs

November	2019	2020	2021	2022	2023
Programs	10	2	8	3	7
Attendees	27	6	23	9	49
Yearly	2019	2020	2021	2022	2023
Programs	157	42	63	75	101
Attendees	1,343	214	351	377	533

Device Advice

November	2019	2020	2021	2022	2023
Sessions	*	0	5	6	11
Yearly	125	51	81	131	128
Passive					
November	*	*	0	0	0
Yearly	*	*	0	20	0

The library held fewer adult classes because of the Thanksgiving holiday.

Interlibrary Loan Services

November	2019	2020	2021	2022	2023
Borrowed	59	46	42	66	45
Loaned	36	23	32	12	15

Yearly Interlibrary Loan Services

2019	2020	2021	2022	2023
690	534	673	872	554
410	151	226	317	177

November	R.E.A.D.S
Adults	2,218
Juvenile	163

Yearly Totals	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Adults	21,138	23,138	19,466	21,110	37,185
Juvenile	1,430	1,189	1,032	2,013	2,726

The READS statistics come from the state.

CITY COURT REPORT
NOVEMBER 2023

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH	\$6,963.50	
TOTAL MONIES COLLECTED YTD		\$37,100.00

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$1,142.85	
TOTAL MONIES COLLECTED YTD		\$9,440.96

TOTAL REVENUE FOR MONTH	\$8,106.35	
TOTAL REVENUE YTD		\$46,540.96

DISBURSEMENTS

LITIGATION TAX	\$604.66	
DOS/DOH FINES & FEES	\$360.05	
DOS TITLE & REGISTRATION	\$171.00	
RESTITUTION/REFUNDS	\$0.00	
ON-LINE CC FEES	\$0.00	
CREDIT CARD FEES	\$0.00	
WORTHLESS CHECKS	\$0.00	
TOTAL DISBURSEMENTS FOR MONTH	\$1,135.71	
TOTAL DISBURSEMENTS YTD		\$5,831.53

ADJUSTED REVENUE FOR MONTH	\$6,970.64	
TOTAL ADJUSTED REVENUE YTD		\$40,709.43

DRUG FUND

DRUG FUND DONATIONS FOR MONTH	\$95.00	
DRUG FUND DONATIONS YTD		\$1,981.42

Offenses Convicted & Paid For Month	Count	Paid
Failure to Yield	1	\$60.00
Financial Responsibility Law	18	\$1,110.00
Registration Law	25	\$1,400.00
Improper Equipment	2	\$10.00
Texting/Hands Free Law	4	\$203.00
Codes Violation	1	\$0.00
DL Exhibited		
Red Light	7	\$697.50
Animal Control		
Stop Sign	20	\$1,542.50
Speeding	14	\$1,415.00
Seat Belt-Child Restraint	3	\$110.00
Following Too Close	2	\$177.50
Exercise Due Care	6	\$220.00
Careless Driving		
Total	103	\$6,945.50

RESOLUTIONS....



City of White House, Tennessee

Planning and Codes Department

105 College Street • White House, TN 37188

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

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

"Valuing our Future while Protecting our Heritage"

Memo

To: Board of Mayor and Alderman

From: Ceagus Clark, Director of Planning & Codes

Date: December 4, 2023

Re: Development Fee Schedule Amendment

I am requesting that the Mayor and Board of Alderman approve an amendment the current Fee Schedule to include a fee for Bond/Surety inspections. There had not been a fee for staff time to set the surety's and inspect for reductions of the bond amounts. We currently have 27 active developments, with multiple phases. This fee would cover cost for Public Services, Planning and Codes and Engineering time spent on review and inspections. I have included the application and fees to be charged.

Please call or email with any questions regarding this request.

615-672-4350 Ext 2119

Ceagus Clark
Director, Planning and Codes



City of White House, Tennessee

Planning and Codes Department

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"Valuing our Future while Protecting our Heritage"

BOND INSPECTION REQUEST FORM

LAND DEVELOPMENT

☐ NEW BOND ☐ RENEWAL ☐ FINAL RELEASE ☐ REDUCTION ☐ REPLACE

PROJECT NAME: _____ NEW BOND AMOUNT: _____

PROJECT EPM #: _____ PLAT EPM #: _____

As-Built SD EPM #: _____ As-Built BMP EPM #: _____

EXISTING BOND TYPE: LETTER OF CREDIT ☐ SURETY ☐ CASH ☐

NEW BOND TYPE: LETTER OF CREDIT ☐ SURETY ☐ CASH ☐

.....
"I, _____, request an inspection for the above referenced project for the purpose and intent of requesting a bond, final release of the bond, one-time reduction of the bond amount or replacement of the bond.

BOND FEES: (fees are subject to change)

- Posting of a NEW Bond \$500
- Bond RENEWAL \$500
- Bond REDUCTION \$500

A one-time reduction per life cycle of bond allowed. A reduction request must be submitted 60 days prior to the bond expiration date. No credit is allowed for installed storm drainage or BMPs until as-built plan is approved.

- Bond REPLACEMENT \$500

Fee is applicable if replacing

1. One type of surety with another type or changing principal owners.



City of White House, Tennessee

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"Valuing our Future while Protecting our Heritage"

2. A BMP performance bond with a 2-year BMP Maintenance Bond. Approved BMP as-built plan project number(s) must be included with the request.

3. A subdivision bond with a Roadway Maintenance Bond (RWM). RWM Bond documents and information must be submitted to the Town Bond Administrator 60 days or more prior to the subdivision bond term date. The RWM bond duration is one year from the date the Town Board accepts the subdivision streets.

• RELEASE/FINAL of a bond \$500

REQUESTOR'S INFORMATION

NAME (Must be affiliate of the Project/Development)

Phone Number

COMPANY

Alt. Phone Number

EMAIL ADDRESS

Date

RESOLUTION 23-15

A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE SCHEDULE OF PERMIT AND DEVELOPMENT FEES FOR MULTIPLE CITY DEPARTMENTS

WHEREAS, the Board of Mayor and Aldermen established a schedule of fees for the Planning/Codes and Engineering Departments at the November 2006 meeting; and,

WHEREAS, the Board of Mayor and Aldermen desires to amend the schedule of development and permit fees to update existing fees and included additional fees for the Planning/Codes, Engineering, Fire, and Stormwater Departments upon recommendation of the departments;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen that the fee schedule for the Planning/Codes, Engineering, Fire, and Stormwater Departments is amended by deleting the fee scheduled adopted in 2006 and replacing with the fee schedule as listed in "EXHIBIT A"

Adopted this 14th day of December 2023.

John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder

EXHIBIT A

Development Fees

Fee Type	Fee Amount
Board of Zoning Appeals Review Fee (Applicant Pays signage, newspaper and Postage additional fees)	\$100.00
Board of Zoning Appeals (Variance Request After Construction) (Applicant Pays signage, newspaper and Postage additional fees)	\$600.00
Construction Board of Appeals Review Fee (Applicant Pays signage, newspaper and Postage additional fees)	\$100.00
Property Rezoning Request (Applicant Pays signage, newspaper and Postage additional fees)	\$250.00
Planned Unit Development Rezoning Request/Preliminary Master Plan	\$500.00
Annexation Request with Property Rezoning	\$400.00
Planning Commission Construction Plan Review Fee	\$600.00
Planning Commission Site Plan Review Fee	\$600.00
Staff Site Plan Review Fee	\$450.00
Planning Commission Sketch Plat	\$250.00
Planning Commission Interstate Sign Site Plan	\$250.00
Planning Commission Preliminary Subdivision Plat- 3-20 Lots (\$10 each add'l lot)	\$250.00
Planning Commission Final Master Plan Review fee without construction plans	\$250.00
Planning Commission Final Master Plan Review Fee with construction plans	\$600.00
Planning Commission Final Subdivision Plat Review Fee 3-20 Lots (\$10 each add'l lot)	\$250.00
Staff-Minor Final Subdivision Plat Review Fee (2 LOT)	\$150.00
Engineer Consultant Site Inspection Fee	\$150.00
Engineer Consultant Site Plan/Construction Plan Review Fee	\$400.00
Development Storm Water Land Disturbance/Grading Permit (Additional \$10 per lot over 10 acres)	\$600.00
<u>Posting of a New Bond</u>	<u>\$500.00</u>
<u>Bond Renewal</u>	<u>\$500.00</u>
<u>Bond Reduction</u>	<u>\$500.00</u>
<u>Bond Replacement</u>	<u>\$500.00</u>
<u>Release/Final of a Bond</u>	<u>\$500.00</u>

ORDINANCES....

December 6, 2023

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Dissolution of Cemetery Board of Trustees

The Cemetery Board of Trustees has existed for many years, overseeing the maintenance and internments within our local cemeteries. The responsibility for cemetery maintenance and internments currently falls under the purview of the Parks and Recreation Director. It is important to note that a Cemetery Board of Trustees is not mandated by State law. Therefore, its existence is not legally required.

Traditionally, both local funeral homes have had an appointed representative on the Cemetery Board of Trustees. However, in recent years, only the representative from Austin and Bell Funeral Home has been actively participating in the board's activities.

During the meeting on October 10, 2023, all members present reached a unanimous decision to dissolve the Cemetery Board of Trustees. This decision was made to recognize the changing dynamics and redundancy in overseeing cemetery activities.

The Parks and Recreation Director reports all cemetery activities to the Leisure Services Board. Having two separate boards overseeing cemetery activities has been deemed redundant. To streamline the reporting process and eliminate redundancy, the Parks and Recreation Director will now include cemetery activities in the monthly reports to the Board of Mayor and Aldermen.

The decision to dissolve the Cemetery Board of Trustees after careful consideration and to improve efficiency and accountability in overseeing cemetery activities. This change will allow for more effective management of our cemeteries while ensuring that all relevant activities are appropriately reported to the appropriate governing bodies. We are confident that this change will lead to a more streamlined and efficient process for the management and reporting of cemetery activities.

If you have any questions or concerns regarding this decision, please do not hesitate to contact me or the Parks and Recreation Director, Kevin Whittaker.

Please do not hesitate to contact me if you have any questions at 615-672-4350, option 4.

ORDINANCE 23-19

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE DELETING THE MUNICIPAL CODE TITLE 2, CHAPTER 3 CEMETERY BOARD OF TRUSTEES.

WHEREAS, the Cemetery Board has achieved its mission of securing a presence in our community; and

WHEREAS, the Cemetery Board chairman and the City Administrator desire to delete the Municipal Code chapter regarding the Cemetery Board; and

WHEREAS, the Cemetery Board chairman and the City Administrator desire to move the advisory responsibilities of the Cemetery Board to the Leisure Services Board; and

WHEREAS, the Municipal Code Title 2, Chapter 1 Leisure Services Board, section 2-102 Powers and Duties of the Board, states that the Leisure Services Board shall be an advisory body responsible for providing guidelines and direction in meeting the cultural, artistic, athletic/fitness, historic, tourism and natural resource needs of the City of White House;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 2, Chapter 3 Cemetery Board, be deleted from the Municipal Code as follows:

TITLE 2: BOARD AND COMMISSIONS, ETC.

CHAPTER 3: CEMETERY BOARD OF TRUSTEES

~~CHAPTER 3~~ **~~CEMETERY BOARD OF TRUSTEES~~**

SECTION

~~2-301. Board established.~~

~~2-302. Membership, meetings, quorum.~~

~~2-303. Duty of board to invest all money received.~~

~~2-304. Investments to be made in accordance with city's municipal code.~~

~~2-305. Money to be deposited with the city treasurer.~~

~~2-306. Schedule of fees; etc. 2-307. Misdemeanor; exceptions.~~

~~2-308. Violation.~~

~~**2-301. Board established.** There is hereby established a cemetery board of trustees, which board shall be an advisory body responsible for guidelines and direction of the affairs of the Hillcrest Cemetery and shall enforce the rules and regulations provided for by this chapter and for the enforcement of this chapter.~~

~~**2-302. Membership, meetings, quorum.** The cemetery board of trustees shall be composed of five (5) members, one (1) shall be the city treasurer, one (1) shall be the mayor or the city administrator as his/her designee, one (1) shall be the parks and recreation director as chair, one (1) representative from Austin and Bell Funeral Home, and one (1) representative from Cole and Garrett Funeral Home. These latter two (2) representatives shall be determined by the funeral home owners/manager. The cemetery board shall be appointed by the mayor and shall serve three (3) year terms. The cemetery board of trustees shall meet once in the fall and once in the spring of each year as determined by the board chair. Three (3) members of the cemetery board of trustees shall constitute a quorum. A concurring vote of a majority of the members present shall be necessary for action to be taken by the board.~~

~~**2-303. Duty of board to invest all money received.** It shall be the duty of the cemetery board of trustees to invest all sums of money received from the sale of lots and to take and hold any property, real or personal, bequeathed or given upon trust, and apply the income thereof for the improvement or embellishment of such cemetery, or the erection or preservation of any buildings or structures, fences or walks erected or to be erected upon the cemeteries of such city, or for the repair, preservation, erection or renewal of any tomb, monument, grave stone, fence railing or other erection at or around any cemetery lot or plat or for planting and cultivating trees, shrubs, flowers or plants in or around such lot or plat, or for improving or embellishing such cemetery in any other manner or form consistent with the design~~

~~and purpose of such city or according to the terms of any grant devise or bequest. Responsibility for day to day management and operation of the cemetery shall be assigned to the city department considered most appropriate by the city administrator.~~

2-304. Investments to be made in accordance with city's municipal code. All investments of cemetery funds shall be made in accordance with the City of White House Municipal Code.

2-305. Money to be deposited with the city treasurer. All sums of money received or obtained in the manner herein provided shall be deposited with the city treasurer and shall be kept separate and apart in a fund known as the cemetery fund and shall be paid out in accordance with the city's approved purchasing policies and procedures.

2-306. Schedule of fees, etc. (1) The city shall establish by resolution a schedule of fees for the sale of lots, for openings and closings, for the placement of cremains, for the setting of stones, and for any related activities or services.

(2) For each lot sale, fifty percent (50%) of the proceeds shall be deposited in the cemetery endowment fund.

(3) A cemetery lot must be paid for in full before interment.

2-307. Misdemeanor; exceptions. (1) Every person is guilty of a gross misdemeanor who unlawfully or without right willfully does any of the following:

(a) Destroys, cuts, mutilates, effaces, or otherwise injures, tears down or removes, any tomb, plot monument, memorial or marker in a cemetery, or any gate, door, fence, wall, post or railing, or any enclosure for the protection of a cemetery or any property in a cemetery.

(b) Destroys, cuts, breaks, removes or injures any building, statuary, ornamentation, tree, shrub, flower or plant within the limits of a cemetery.

(c) Disturbs, obstructs, detains or interferes with any person carrying or accompanying human remains to a cemetery or funeral establishment, or engaged in a funeral service or an interment.

(2) Exceptions. This provision above does not apply to the removal or unavoidable breakage or injury, of anything placed in or upon any portion of its cemetery by or with the consent of the cemetery authority which has become in a wrecked, unsightly or dilapidated condition.

2-308. Violation. Any person violating any of the provisions of this chapter or the rules and regulations thereof, where no penalty is provided, shall upon being convicted thereof, be fined in a sum not to exceed the sum of \$100.00, together with costs of prosecution.

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

First Reading: November 16, 2023 PASSED

Second Reading: December 14, 2023

John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 23-20

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 8, CHAPTER 1 INTOXICATING LIQUORS SECTION 8-103 AND CHAPTER 2 BEER SECTIONS 8-207 AND 8-208.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding intoxicating liquors and beer permits;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 8, Chapter 1 INTOXICATING LIQUORS and Chapter 2 BEER be revised from the Municipal Code as follows:

TITLE VIII: ALCOHOLIC BEVERAGES
CHAPTER 1: INTOXICATING LIQUORS
AMENDING SECTION: 8-103

8-103. Privilege tax on retail sale of alcoholic beverages for consumption on the premises.

- (1) Pursuant to the authority contained in Tennessee Code Annotated, § 57-4-301, there is hereby levied a privilege tax (in the same amounts levied by Tennessee Code Annotated, title 57, chapter 4, section 301, for the City of White House General Fund to be paid annually) upon any person, firm, corporation, joint stock company, syndicate, or association engaging in the business of selling at retail in the City of White House on alcoholic beverages for consumption on the premises where sold. (as added by Ord. #08-28, Jan. 2009, and amended by Ord. #14-04, March 2014)
- (2) No tax authorized or imposed by this section shall be levied or assessed from any charitable, non-profit, or political organization selling alcoholic beverages at retail pursuant to a special occasion license. (57-4-301(e))

TITLE VIII: ALCOHOLIC BEVERAGES
CHAPTER 2: BEER
AMENDING SECTIONS: 8-207 AND 8-208

8-207. Permit required for engaging in beer business. It shall be unlawful for any person to sell, store for sale, distribute for sale, or manufacture beer without first making application to and obtaining a permit from the beer board. The application shall be made on such form as the board shall prescribe and/or furnish, and pursuant to Tennessee Code Annotated, § 57-5-104(a), and shall be accompanied by a non-refundable application fee of two hundred and fifty dollars (\$250.00). Said fee shall be in the form of a cashier's check payable to the City of White House. A charitable, non-profit, or political organization based in the city shall be exempt from this fee. Each applicant must be a person of good moral character and certify that he has read and is familiar with the provisions of this chapter. Pursuant to Tennessee Code Annotated, § 57-5-103 the city shall not issue a permit unless the applicant has been a citizen or lawful resident of the United States for not less than one (1) year immediately preceding the date upon which the application is made to the city.

8-208. Classes of permits. ~~Four (4) classes of p~~ Permits may be issued, by the beer board as follows:

- (1) A manufacturer's or distributor's permit to a manufacturer of beer for the manufacture, possession, storage, sale, distribution and transportation of the product of such manufacture, not to be consumed by the purchaser upon or near the premises of such manufacturer. A manufacturer of beer is defined as one who employs a minimum of twenty-five (25) full-time employees in the manufacture of beer.
- (2) An "off-premises" permit to any person of legal organization engaged in the sale of such beverages where they are not to be consumed by the purchaser or other persons upon or near the premises of such seller. Drive in beer sales are authorized for off-site permit holders only. "Off-premises" permit holders shall be permitted to sell beer on a twenty-four (24) hour basis, seven (7) days a week.

- (3) An "on-premises" Restaurant Permit to any person or legal organization engaged in the operation of a restaurant wherein the sale of beer is for consumption on the premises. A restaurant is defined as a business establishment whose primary business is the sale of prepared food to be consumed on the premises and less than forty percent (40%) of its income is from the sale of beer. For the purposes of this chapter, the term "on-premises consumption" shall mean consumption within the building or on any decks, patios, and other outdoor serving areas that are contiguous to the exterior of the building for which the license is issued, except if this license is held by the proprietor of a golf course. For proprietors of golf courses, on-premises shall mean within the building or on any decks, patios and other outdoor serving areas that are contiguous to the exterior of the building and/or the course. However, no consumption shall be permitted on any parking lot. Where on premises consumption is permitted on a golf course, beer may be purchased either at the restaurant or from a beverage cart. Any "on premises" permit holder shall follow the hours of sale for intoxicating liquors. No "on premises" beer permit holder shall sell or give away beer between the hours of 3:00 A.M. and 8:00 A.M. on weekdays, or between the hours of 3:00 A.M. and twelve o'clock noon (12:00 P.M.) on Sundays. Requirements include:

- (A) a public place kept, used, maintained, and held out to the public as a place where meals are actually and regularly served. Including inside the building or on any deck, patios, and other outdoor serving areas that are contiguous to the exterior of the building for which the permit is issued,
- (B) sleeping accommodation is not provided.
- (C) supplied with adequate and sanitary kitchen and dining room equipment,
- (D) seating capacity of at least forty (40) at tables,
- (E) more than fifty percent (50%) of the gross revenue of the restaurant is generated from serving meals.
- (F) No "on-premises" beer permit holder shall sell or give away beer between the hours of 3:00 A.M. and 8:00 A.M. on weekdays, or between the hours of 3:00 A.M. and 10:00 A.M. on Sundays.

- (4) A special event permit may be issued by the beer board on a case by case basis to bona fide charitable nonprofit or political organizations for a specific date and time. It is unlawful for any beer permit holder to engage in any type or phase of the beer business not expressly authorized by his permit. It is likewise unlawful for him not to comply with any and all express restrictions or conditions which may be written into his permit by the beer board.
- (a) The beer board is authorized to issue special event permits to bona fide charitable, nonprofit or political organizations for special events, as defined in Tennessee Code Annotated, § 57-4-102, subject to the approval of the appropriate governmental authority charged with the management of such publicly owned property.
 - (b) The special event permit shall not be issued for longer than one (1) forty-eight (48) hour period unless otherwise specified, subject to the limitations on the hours of sale imposed by law. The application for the special event permit shall state whether the applicant is a charitable, nonprofit or political organization, include documents showing evidence of the type of organization, and state the location of the premises upon which alcoholic beverages shall be served and the purpose for the request of the license.
 - (c) No charitable, nonprofit or political organization possessing a special event permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
 - (d) The caterer shall furnish to the city administration office a copy of their valid catering license issued by the Tennessee Alcoholic Beverage Commission, no later than five (5) days prior to the event.
 - (e) All special event permittees shall construct a temporary fence enclosing the area that beer shall be stored, sold, and/or consumed.
 - (f) Failure of the special event permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the City of White House will result in a denial of a special event beer permit for the sale of beer for a period of one (1) year.

- (4) An "on-premises" Limited-Service Restaurant Permit to any person or legal organization engaged in the operation of a restaurant wherein in the sale of beer is for consumption on the premises. Including inside the building or on any deck, patios, and other outdoor serving areas that are contiguous to the exterior of the building for which the permit is issued, Requirements include:

- (A) a public place which has a seating capacity for at least forty (40) at tables that is kept, used, maintained, advertised, and held out to the public as a place where during regular hours of operation:
 - (a) alcoholic beverages are served to patrons

- (b) a menu of prepared food is made available to patrons
- (c) the gross revenue from the sale of prepared food is fifty percent (50%) or less.
- (d) the business will comply with the requirements of TCA 57-4-204 (prohibited sexual or pornographic conduct)
- (e) sleeping accommodations are not provided
- (f) provide a security action plan that adequately provides for public safety
- (g) No "on-premises" beer permit holder shall sell or give away beer between the hours of 3:00 A.M. and 8:00 A.M. on weekdays, or between the hours of 3:00 A.M. and 10:00 A.M. on Sundays.

(5) A Special Occasion Permit to any bona fide charitable, nonprofit, or political organization that intends to host events where beer will be sold within the City.

- (A) All proceeds from the sale of beer at the event must be directly deposited into the monetary account(s) of the non-profit permitted. Such proceeds may not be deposited into accounts owned by any third party.
- (B) Applicants must submit a letter of permission from the owner of the premises where the event is to be held. Such a letter should be issued to the bona fide charitable organization that has applied for the permit.
- (C) No charitable organization shall be eligible to receive more than sixteen (16) special occasion permits in a calendar year.
- (D) A special occasion permitted organization may receive donated beer or purchase beer at retail but may not purchase beer at wholesale.
- (E) Any entity holding a special occasion permit, its employees, or members of the permitted organization may transport beer to the location for which the special occasion permit is issued.
- (F) Special occasion permitted organizations shall be responsible for complying with all state statutes, rules and regulations related to the sale of beer such as the prohibition of sale to minors and visibly intoxicated persons.
- (G) Beer cannot be sold or consumed between 3:00 A.M. and 8:00 A.M. on weekdays and 3:00 A.M. and 10:00 A.M. on Sundays.

(6) A Festival Permit allows a for-profit business or their third-party contractor to sell beer for consumption on the premises of a festival event for a period of up to seven days.

- (A) The premises on which beer will be served, sold, dispensed, or consumed must be sufficiently designated, enclosed, secured, and maintained.
- (B) Adequate security for the festival must be provided.
- (C) The number and location of each point of sale in which beer will be served, sold, dispensed, or consumed must be specified. If the operator of any such sale, including any entity that receives any portion of the proceeds of the sale of beer from that point of sale, is different from the festival operator, the name and relevant information of such other operator must be specified on the application to the beer board, and the beer board may determine that such other operator is required to obtain an additional festival operator permit.
- (D) The staff selling, serving, or dispensing beer must be adequately trained and supervised in the service of beer and on the applicable laws regarding such service. All servers must have on their person either a valid TABC server permit card or proof of completion of a TABC approved training course.
- (E) Beer cannot be sold or consumed between 3:00 A.M. and 8:00 A.M. on weekdays and 3:00 A.M. and 10:00 A.M. on Sundays.
- (F) Festival permitted organizations shall be responsible for complying with all state statutes, rules and regulations related to the sale of alcoholic beverages such as the prohibition of sale to minors and visibly intoxicated persons.

(7) A hotel-motel permit allows the selling of beer in a hotel-motel within the city for consumption on-premises.

- (A) the building is kept, used, maintained, advertised, and held out to the public to be a place where food is served and consumed. Sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent, or residential.

(B) the hotel-motel must have twenty (20) or more rooms for the sleeping accommodation of guests.
(C) the hotel-motel must have one (1) or more public dining rooms with adequate seating capacity of at least fifty (50) tables.

(D) sleeping accommodation and dining rooms must be in the same building, separate building or structure used in connection therewith on the same premises and must be a part of the hotel operations.

(8) A caterer permit allows the permitted to sell beer at various locations in the city for on-premises consumption.

(A) a caterer operates a permanent catering hall on an exclusive basis.

(B) a caterer has a complete and adequate commercial kitchen facility.

(C) a caterer is licensed as a caterer by the Tennessee Department of Health, unless the catering hall is licensed as a restaurant.

(D) a caterer must provide food at the event. No caterer can provide only beer.

(9) A Golf course permit allows the proprietor of a golf course to sell beer on premises to include within the clubhouse and/or restaurant or on any decks, patios and other outdoor serving areas that are contiguous to the exterior of the building and/or the course. Where on-premises consumption is permitted on a golf course, beer may be purchased at the clubhouse, restaurant, or from a beverage cart. Beer cannot be sold or consumed between 3:00 A.M. and 8:00 A.M. on weekdays and 3:00 A.M. and 10:00 A.M. on Sundays.

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

First Reading: December 14, 2024

Second Reading: January 18, 2024

John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder

PURCHASING....

December 5, 2023

MEMORANDUM

To: Board of Mayor and Aldermen
From: Jason Barnes, Finance Director
Re: Municipal Banking Depository Services

During the 2019 session the Tennessee Legislature passed Chapter No. 277 requiring all municipalities to contract with a bank or banks making the best proposal to become the depository of municipal funds every four (4) years. In 2019 we formed a committee of employees to research banks in our area and met with several representatives from six (6) banks to learn about all the commercial banking services offered. After these banking meetings, the committee reviewed proposals from other middle Tennessee municipalities and customized the request for competitive sealed proposals documents to meet our City's needs. The proposal process and documents were approved by the Board of Mayor and Aldermen at the October 17, 2019 meeting. The approved banking services proposal documents were distributed to the 6 banks we met with previously and notice of this proposal request was posted on our City website on or before October 30, 2019. All proposal documents were required to be completed and submitted in a sealed manor by 3:00 p.m. on November 25, 2019. On December 2, 2019 the committee review period began and committee members individually and independently reviewed and scored the proposals that were received based upon several criteria. On December 11, 2019 the committee met to tabulate each member's scores for every bank who submitted a proposal. As a result of that tabulation the Finance Director and committee unanimously recommended the City to contract with Regions Bank to be the depository of City funds at the December 19, 2019 Board of Mayor and Aldermen meeting. However, the Board voted 3-1 to contract with The Farmers Bank for 2020 - 2023.

One of the main concerns in the recommendation to contract with Regions instead of Farmers in 2019 was that Regions offered "positive pay" (a data verification matching security system for City payments to its vendors.) After the Board in 2019 voted to retain Farmers Bank services, representatives of Farmers Bank indicated that they had plans to implement a "positive pay" system soon. Since that time the City has experienced various instances of payment fraud that could have been prevented with a true "positive pay" system and Farmers Bank has recovered all funds for the City. However, Farmers Bank has indicated there are no plans to implement a true "positive pay" system and instead only offers limited means to view some of the payments that will post to the bank account.

In August 2023, the City again sent out a request for competitive sealed proposals for banking services and reformed a Banking Services Committee with experienced City employees. The Farmers Bank was the only proposal received as of September 19, 2023. The City charter states "The board shall base its evaluation on proposals obtained from at least two (2) banks." Because of that requirement, the City once again sent out a request for competitive sealed proposals for banking services in October 2023. As of November 2, 2023, The Farmers Bank and Regions Bank were the only banks to submit proposals. During November, the Banking Services Committee reviewed, independently scored, and tabulated the proposals. The results of the tabulation once again unanimously showed the overall services and costs of Regions Bank to better fit the needs of the City depository and banking services. Specific benefits offered by Regions include: "positive pay," significantly better interest earnings, and more convenient deposit options. The Finance Director and committee unanimously recommend the City to contract with Regions Bank to be the depository of City funds.

If you have any questions, please feel free to contact me.

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



CITY OF WHITE HOUSE
RFP LAND USE REGULATION UPDATE
EVALUATION SCORES

PROPOSALS			
	Total Available Points	Regions Bank	The Farmers Bank
Complete response to all required items on standard form	25	20	20
Aggregate total net banking service cost requirements	25	16	22
Ability to meet basic service requirements	25	21	13
Best availability schedule for deposit items	25	22	21
Location and convenience to City offices	25	22	22
Interest Rates offered on City accounts	25	23	8
Financial strength and capacity	25	23	17
Total Score	175	147	123
	100%	84.00%	70.29%
Total Cost			



Carol Sturm
Purchasing & Risk Management Specialist
City of White House
105D College Street
White House, TN 37188

November 2, 2023

Dear Carol,

Regions is pleased to propose the City of White House, TN a full complement of banking services with added enhancements. We provide our clients the highest quality of products and are proud of our recurring awards for service, trust and satisfaction. We believe you will appreciate our local delivery model with not only your primary contacts being in market but the ability to provide specialized local support in areas such as Treasury Management, Investment Management and Private Wealth.

With our local coverage and expertise, national reach and award-winning service and solutions, Regions can deliver the complete banking solution the City of White House, TN requires. We will continue to bring the team ideas for improvement and provide excellent support at both the local and executive levels of our organization.

Please do not hesitate to contact us with any questions or clarification as you review our complete response.

Meredith Risner
Vice President
Commercial Banking
Relationship Manager
615-770-4405
Meredith.Risner@regions.com

Angela Neudecker
Vice President
Treasury Management
Relationship Manager
615-748-2096
Angela.Neudecker@Regions.com

Exhibit A

PROPOSAL FORM

**PROPOSAL FOR BANKING SERVICES
CITY OF WHITE HOUSE
WHITE HOUSE, TENNESSEE**

PROPOSAL SUBMITTED BY:

Bank Name: Regions Bank

Contact Name: Meredith Risner

Address: One Nashville Place, 150 4th Ave North, Suite 900, Nashville, TN 37219

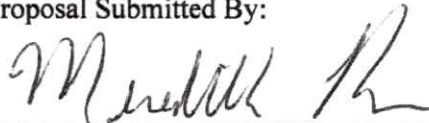
Telephone No: 615-770-4405

Fax Number: 615-770-4008

Federal I.D. No: 63-0371391

We have read the RFCSP and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements within. We understand that all information included in, attached to, or required by this RFCSP shall become public record upon delivery.

Proposal Submitted By:



Authorized Signature

**Meredith Risner
Name (Printed)**

**Vice President, Commercial Banking
Relationship Manager
Title**

**11/02/2023
Date**

**Exhibit A-1
PROPOSAL FORM**

**PROPOSAL FOR BANKING SERVICES
CITY OF WHITE HOSUE
WHITE HOUSE, TENNESSEE**

Name of Submitting Bank: Regions Bank

The Bank will pay:

91 Day Treasury Investment Rate Plus _____ % Minus _____

% Fixed Rate Percent Earnings Credit Rate at 2.00%

Other Rate Plus _____ % Interest Rate at Fed Funds Minus 0.50%

Prior 12 month Estimated Average Balance \$2,740,200

BANK DEPOSITORY INFORMATION	SERVICE PROVIDED (YES or NO)	AVERAGE EST. ANNUAL VOLUME	BID CHARGE PER ITEM	ANNUAL SERVICE CHARGES
Acct. Maintenance / Fixed Service				
Charges				
Master Account				
Checks Posted				
General Fund/Accounts Payable	Yes	2800	\$0.19	\$532.00
Payroll ACH	Yes	26	\$0.18	\$4.68
Deposit Slips	Yes	2500	\$0.14	\$350
Account Reconciliation Checks Sorted	Yes	2800	\$0.10	\$280.00
Deposits-Daily				
Bank Drafts Deposited	Yes	24	\$0.80	\$19.20
Returned Checks	Yes	30	\$12.00	\$360.00
Research Charges (Est. # of Calls)	Yes	6	\$0.00	\$0.00
Stop Payments	Yes	15	\$20.00	\$300.00
Wire Transfers				
Incoming	Yes	150	\$20.00	\$3,000.00
Outgoing	Yes	150	\$14.00	\$2,100.00
Bank Transfers Between Accounts Via Telephone or Facsimile	Yes	5	\$0.00	\$0.00

Exhibit A-1 Cont'd

BANK DEPOSITORY INFORMATION	SERVICE PROVIDED (YES or NO)	AVERAGE EST. ANNUAL VOLUME	BID CHARGE PER ITEM	ANNUAL SERVICE CHARGES
NSF/Overdraft Charges	Yes	5	\$37.00	\$185.00
Monthly Service Charge Report	Yes	12	\$27.00	\$324.00
ACH Transactions Payroll	Yes	26	\$0.18	\$4.68
ACH/EFTPS Tax Payments	Yes	26	\$0.18	\$4.68
List Any/All Add'l Charges	See Attached for additional services and charges in "Standard Proforma."			

Total Proposed Bid First Year: \$ 17,755.20* (Reference Standard Proforma)

***With the Earnings Credit Rate of 2%, the monthly service fees are covered (\$0 out of pocket) with an \$812,772.58 deposit balance. The remaining deposit balance will earn interest at Fed Funds minus 50bps, currently 5.00%.**

List in detail any other fees not included above: Fraud protection included in Standard Proforma.

Regions recommends the use of Quick Deposit and Vault Cash Capture.

These two services will reduce trips to the branch and also reduce trips for the armored

car service. Reference the **Proforma Additional Services** for the associated monthly fees.

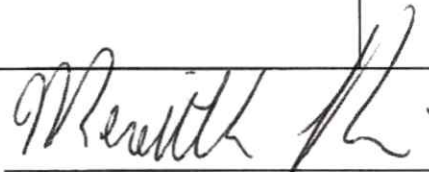
**THIS FORM MAY BE DUPLICATED BUT MUST BE IN SAME FORMAT AND
ORDER AS PRESENTED ABOVE**

**EXHIBIT B
DEVIATIONS TO THE REQUIREMENTS IN THE RFCSP**

**PROPOSAL FOR BANKING SERVICES
CITY OF WHITE HOUSE
WHITE HOUSE, TENNESSEE**

**The items below constitute deviations or exceptions to the requirements listed in the
RFCSP for Banking Services:**

PAGE	PARAGRAPH / ITEM NUMBER	DESCRIPTION OF DEVIATION	REASON
6	B.6.r.	Monthly Interest Rate calculated off Fed Funds. Earnings Credit Rate is a fixed rate.	Bank Standard.



Authorized Signature

Meredith Risner

Name (Printed)

Vice President, Commercial Banking Relationship Manager

Title

11/02/2023

Date



REGIONS

STANDARD PROFORMA

THE CITY OF WHITE HOUSE

Average Ledger Balance:	\$2,740,000.00	Total Fee Equivalent (P*V):	\$1,417.60
Less Average Float:	\$0.00	Balances Required for Services:	\$812,772.58
Average Collected Balance:	\$2,740,000.00	Balances Used for Services:	\$812,772.58
Positive Collected Balance:	\$2,740,000.00	Excess/(Deficit) Balances:	\$1,927,227.42
Less Average Reserve Requirement:	\$0.00	Estimated Monthly Fees Paid:	\$37.00
Average Net Collected Balance:	\$2,740,000.00	Estimated One Time Fees:	\$300.00
Competitor Fees:	\$0.00	Earnings Credit Allowance:	\$4,654.25
		Earnings Credit Rate:	2.000%
		Net Interest Earned:	\$8,184.12
		Net Interest Rate:	5.000%

Product Family	Product Group	Service Code	Service Description	Monthly Volume	Proposed Price	Monthly Charge Proposed Pricing
Deposit Account Services						
			Standard Monthly Charges:			
		21	Monthly Account Maint Fee	1	\$27.00	\$27.00
			Deposit Administrative Fee:			
		35	Deposit Administrative Fee	1	0.176%	\$401.87
			Deposits / Credits:			
		103	Deposits - Credits	2	\$0.80	\$1.60
			Check Clearing:			
		143	Items Deposited Other Fed	208	\$0.14	\$29.12
			Overdraft:			
		29	Paid Overdraft Item Fee (Explicit)	1	\$37.00	\$37.00
			Returned Items:			
		31	Return Item	2	\$12.00	\$24.00
			Stop Payment:			
		104	Stop Payment Online	2	\$20.00	\$40.00
General Account Services						
			Checks Paid:			
		102	Checks Paid - Debits	233	\$0.19	\$44.27
Cash Services						
			Branch Cash Deposits:			
		556	Branch Deposit per \$100 Well Prepared	180	\$0.20	\$36.00
Disbursement Services						
			Positive Pay - Standard Services			
		3400	Positive Pay Set Up Fee	1	\$100.00	\$100.00
		3427	Positive Pay Payee Verification per Item	233	\$0.04	\$9.32
		3470	Positive Pay Input/Output per Transmission	1	\$20.00	\$20.00
Electronic Payments						
			Wire Transfer:			
		251	Wire Transfer Incoming Standard	13	\$20.00	\$260.00
			ACH Standard Services:			
		1134	ACH per Credit Transaction	4	\$0.18	\$0.72
			ACH Alert:			
		1163	ACH Alert Mo Maintenance	1	\$40.00	\$40.00
		1166	ACH Alert per Account Fee	1	\$10.00	\$10.00
Information Reporting						
			iTreasury Standard Services:			
		1959	iTreasury Mo per User Fee	2	\$6.00	\$12.00
		1959	1959 Maximum Charge	2	\$30.00	\$60.00
		2207	iTreasury Information Reporting per Item	267	\$0.10	\$26.70
			iTreasury Previous Day Reporting:			
		1905	iTreasury Previous Day Set Up Fee	1	\$50.00	\$50.00
		1911	iTreasury Previous Day Mo Maint	1	\$10.00	\$10.00
		1911	1911 Charge First 5	1	\$50.00	\$50.00
			iTreasury ACH Modules:			
		1925	iTreasury ACH Set Up Fee	1	\$50.00	\$50.00
		1935	iTreasury ACH Module Fee	1	\$55.00	\$55.00
		2251	iTreasury ACH per Batch	1	\$1.00	\$1.00
			iTreasury Positive Pay:			
		1960	iTreasury Positive Pay Mo Maint	1	\$40.00	\$40.00
			iTreasury Stop Payment:			
		1920	iTreasury Stop Payment Set Up Fee	1	\$50.00	\$50.00
		1921	iTreasury Stop Payment Mo Maint per Account	1	\$10.00	\$10.00
		1921	1921 Charge First 5	1	\$15.00	\$15.00
			iTreasury Wire Transfer:			
		1950	iTreasury Wire Transfer Set Up Fee	1	\$50.00	\$50.00

This proforma is an estimate of the cost of Regions Depository and Treasury Management Services based on historical information provided by the customer.

Confidential

This is not a guaranteed quote.



THE CITY OF WHITE HOUSE

Average Ledger Balance:	\$2,740,000.00	Total Fee Equivalent (P*V):	\$1,417.80
Less Average Float:	\$0.00	Balances Required for Services:	\$812,772.58
Average Collected Balance:	\$2,740,000.00	Balances Used for Services:	\$812,772.58
Positive Collected Balance:	\$2,740,000.00	Excess/(Deficit) Balances:	\$1,927,227.42
Less Average Reserve Requirement:	\$0.00	Estimated Monthly Fees Paid:	\$37.00
Average Net Collected Balance	\$2,740,000.00	Estimated One Time Fees:	\$300.00
Competitor Fees:	\$0.00	Earnings Credit Allowance:	\$4,654.25
		Earnings Credit Rate:	2.000%
		Net Interest Earned:	\$8,184.12
		Net Interest Rate	5.000%

Product Family	Product Group	Service Code	Service Description	Monthly Volume	Proposed Price	Monthly Charge Proposed Pricing
		1951	ITreasury Wire Transfer Mo Maint	1	\$55.00	\$55.00
		1952	ITreasury Wire per Outgoing Domestic	13	\$14.00	\$182.00

This proforma is an estimate of the cost of Regions Depository and Treasury Management Services based on historical information provided by the customer.
 Confidential This is not a guaranteed quote.



Proforma Additional Services

CITY OF WHITE HOUSE

Average Ledger Balance:	\$2,740,000.00	Total Fee Equivalent (P*V):	\$1,540.70
Less Average Float:	\$0.00	Balances Required for Services:	\$885,242.74
Average Collected Balance:	\$2,740,000.00	Balances Used for Services:	\$885,242.74
Positive Collected Balance:	\$2,740,000.00	Excess/(Deficit) Balances:	\$1,854,757.26
Less Average Reserve Requirement:	\$0.00	Estimated Monthly Fees Paid:	\$37.00
Average Net Collected Balance:	\$2,740,000.00	Estimated One Time Fees:	\$435.00
Competitor Fees:	\$0.00	Earnings Credit Allowance:	\$4,654.25
		Earnings Credit Rate:	2.000%
		Net Interest Earned:	\$7,876.37
		Net Interest Rate:	5.000%

Product Family	Product Group	Service Code	Service Description	Monthly Volume	Proposed Price	Monthly Charge Proposed Pricing
Deposit Account Services						
			Standard Monthly Charges:			
		21	Monthly Account Maint Fee	1	\$27.00	\$27.00
			Deposit Administrative Fee:			
		35	Deposit Administrative Fee	1	0.176%	\$401.87
			Deposits / Credits:			
		103	Deposits - Credits	2	\$0.80	\$1.60
			Check Clearing:			
		143	Items Deposited Other Fed	208	\$0.14	\$29.12
			Overdraft:			
		29	Paid Overdraft Item Fee (Explicit)	1	\$37.00	\$37.00
			Returned Items:			
		31	Return Item	2	\$12.00	\$24.00
			Stop Payment:			
		104	Stop Payment Online	2	\$20.00	\$40.00
General Account Services						
			Checks Paid:			
		102	Checks Paid - Debits	233	\$0.19	\$44.27
Cash Services						
			Branch Cash Deposits:			
		556	Branch Deposit per \$100 Well Prepared	0	\$0.20	\$0.00
			Vault Cash Capture:			
		657	Vault Deposit Remote Cash Capture per \$100	180	\$0.11	\$19.80
Disbursement Services						
			Positive Pay - Standard Services			
		3400	Positive Pay Set Up Fee	1	\$100.00	\$100.00
		3427	Positive Pay Payee Verification per Item	233	\$0.04	\$9.32
		3439	Positive Pay Exceptions Reported	1	\$6.00	\$6.00
		3470	Positive Pay Input/Output per Transmission	1	\$20.00	\$20.00
			Positive Pay without Reconciliation:			
		3422	Positive Pay w/o Recon Mo Maint	1	\$60.00	\$60.00
		3423	Positive Pay w/o Recon per Item	233	\$0.10	\$23.30
Electronic Payments						
			Wire Transfer:			
		251	Wire Transfer Incoming Standard	13	\$20.00	\$260.00
			ACH Standard Services:			
		1134	ACH per Credit Transaction	4	\$0.18	\$0.72
			ACH Alert:			
		1163	ACH Alert Mo Maintenance	1	\$40.00	\$40.00
		1166	ACH Alert per Account Fee	1	\$10.00	\$10.00
Information Reporting						
			ITreasury Standard Services:			
		1959	ITreasury Mo per User Fee	2	\$6.00	\$12.00
		1959	1959 Maximum Charge	2	\$30.00	
		2207	ITreasury Information Reporting per Item	267	\$0.10	\$26.70
			ITreasury Previous Day Reporting:			
		1905	ITreasury Previous Day Set Up Fee	1	\$50.00	\$50.00
		1911	ITreasury Previous Day Mo Maint	1	\$10.00	\$50.00
		1911	1911 Charge First 5	1	\$50.00	
			ITreasury ACH Modules:			
		1925	ITreasury ACH Set Up Fee	1	\$50.00	\$50.00
		1935	ITreasury ACH Module Fee	1	\$55.00	\$55.00
		2251	ITreasury ACH per Batch	1	\$1.00	\$1.00
			ITreasury Positive Pay:			
		1960	ITreasury Positive Pay Mo Maint	1	\$40.00	\$40.00

This proforma is an estimate of the cost of Regions Depository and Treasury Management Services based on historical information provided by the customer.

Confidential

This is not a guaranteed quote.



CITY OF WHITE HOUSE

Average Ledger Balance:	\$2,740,000.00	Total Fee Equivalent (P*V):	\$1,540.70
Less Average Float:	\$0.00	Balances Required for Services:	\$885,242.74
Average Collected Balance:	\$2,740,000.00	Balances Used for Services:	\$885,242.74
Positive Collected Balance:	\$2,740,000.00	Excess/(Deficit) Balances:	\$1,854,757.26
Less Average Reserve Requirement:	\$0.00	Estimated Monthly Fees Paid:	\$37.00
Average Net Collected Balance:	\$2,740,000.00	Estimated One Time Fees:	\$435.00
Competitor Fees:	\$0.00	Earnings Credit Allowance:	\$4,654.25
		Earnings Credit Rate:	2.000%
		Net Interest Earned:	\$7,876.37
		Net Interest Rate:	5.000%

Product Family	Product Group	Service Code	Service Description	Monthly Volume	Proposed Price	Monthly Charge Proposed Pricing
iTreasury Stop Payment:						
		1920	iTreasury Stop Payment Set Up Fee	1	\$50.00	\$50.00
		1921	iTreasury Stop Payment Mo Maint per Account	1	\$10.00	\$15.00
		1921	1921 Charge First 5	1	\$15.00	
iTreasury Wire Transfer:						
		1950	iTreasury Wire Transfer Set Up Fee	1	\$50.00	\$50.00
		1951	iTreasury Wire Transfer Mo Maint	1	\$55.00	\$55.00
		1952	iTreasury Wire per Outgoing Domestic	13	\$14.00	\$182.00
Quick Deposit						
	Quick De	4120	Quick Deposit Set Up Fee	1	\$100.00	\$100.00
		4121	Quick Deposit Mo Maint Fee per Workstation (Analyzed)	1	\$50.00	\$50.00
		4123	Quick Deposit Scanner Fee (Select Scanner type below)	1	\$250.00	\$35.00
		4123	Digital Check, CX-30 / 30 dpm, single doc	1		

**EXHIBIT C
MISCELLANEOUS QUESTIONS**

**PROPOSAL FOR BANKING SERVICES
CITY OF WHITE HOUSE
WHITE HOUSE, TENNESSEE**

The items below are required questions to be answered and attached with RFCSP for Banking Services packet:

1. What is the procedure for reporting deposit discrepancies? What documentation will the Bank provide with notice of discrepancy? What is the time frame of reported discrepancy?

Regions Bank reports deposit adjustments greater than \$25. If the adjustment is between \$25 and \$100, a notification will be mailed to the client. For adjustments greater than \$100, e-mail and U.S. Mail notices are supported. Sending copies of adjustments to multiple locations is an optional service. Special instructions satisfactory to both parties can be applied. Standard course of action for deposit discrepancies:

- i.) Bank will contact the client on how to proceed.
- ii.) The client may ask the associate to hold the deposit until someone can come and look at the deposit with them.
- iii.) The client may want the associate to go ahead and correct the discrepancy and process the deposit for the actual amount received.
- iv.) The client may want the deposit to be processed as written and have a correction post to the their account for the difference.

2. When counterfeit bills are discovered what is the Bank's notification and adjustment process?

Once counterfeit bills are identified during vault processing, the vault notifies Bank Corporate Security for further reporting to the Secret Service. The bill along with the required form will be forwarded to the Secret Service. A copy of the form will be provided to the client with the copy of the validated deposit slip notating the adjustment. The client is notified of the adjustment due to counterfeit bills.

3. Can the Bank provide detailed information on individual return items?

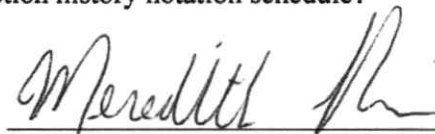
Online: Yes X No _____ Via Email: Yes X No _____

4. Is the Bank a participant in State of Tennessee Collateral Pool Program:

Yes X No _____

5. Can the Bank provide detailed transaction history notation schedule?

Yes X No _____



Authorized Signature

Meredith Risner

Name (Printed)

Vice President, Commercial Banking Relationship Manager

Title

11/02/2023

Date

ADDENDUM NO. 1

DATE: October 24, 2023
TO: All Potential Bidders
FROM: Carol Sturm, Purchasing Specialist
SUBJECT: Addendum No. 1 – RFCP Banking Services
PROPOSALS TO BE OPENED: November 2, 2023, at 10:00 a.m. Central Time

Changes/Clarifications to the Contract Documents & Specifications:

Question 1: If the banking institution is unable to meet the requirement outlined in II.B.6.r, would that disqualify the institutions proposal?

Response: No, this will not disqualify the proposal. However, this may impact the score of the proposal. The main concern with this requirement is transparency so that we may easily compare every proposal. Alternative interest earnings calculations will be considered and are expected to fluctuate. Please include any suggested alternatives on exhibit B (Deviations to the requirements in the RFCSP).

Question 2: If the banking institution is unable to provide daily emailed receipts of each banking center deposit, would that disqualify the institutions proposal?

Response: No, this will not disqualify the proposal. However, this may impact the score of the proposal. The main concern with this requirement is so that we can reconcile our deposits on a daily basis. Alternative methods of daily deposit reconciliation will be considered. Please include any suggested alternatives on exhibit B (Deviations to the requirements in the RFCSP).

Question 3: Could you please provide a current analysis statement?

Response: Unsure what this is and not likely that our bank can provide it. We can provide bank statements if necessary.

Question 4: Please provide details on how you currently originate wires through our current bank.

Response: We typically only use ACH and that is done via bank website. The vast majority of our payments are via mailed check.

Question: Exhibit A-1-Deposit Slips—Average annual volume, 2500, could you provide a volume of checks/cash associated with these deposits?

Response: From 10/1/2022-9/30/2023:

Cash deposits (197 days with cash deposited for a 12- month total of \$216,691.52 ***\$1,099.96

on average per day)

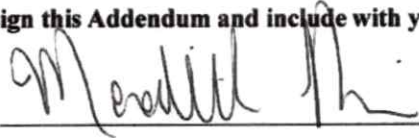
Check deposits (197 days with checks deposited for a 12- month total of \$17,832,423.99
***\$90,519.92 on average per day)

Question 6: Under Scope of Services, #3 Utility Customers' ACH-Could you please provide more detail on this process? Does the city submit an ACH file to your current bank, or do you have a current Bendor who provides this service?

Response: We submit 2 files from our billing software twice per month (the first of the month are just a pre note file and the second of the month are live files). The 2 files we do are for personal accounts and business accounts. These are pertaining to revenues that we receive from utility customers.

Please sign this Addendum and include with your proposal.

Signed: _____



Date: _____

11-2-23

Make deposits anywhere, anytime, with Regions Quick Deposit.

Spend less time making trips to the bank and more time making the most of your day.

Deposit checks electronically right from your office using the Regions Quick Deposit® desktop solution or on the go with Regions Quick Deposit Mobile. Enjoy control of check processing, extended deposit deadlines, centralized cash management and many other great benefits such as:

- Increased accessibility and efficiency
- Ease of depositing checks using a personal mobile device or remote scanner
- Ability to scan and deposit checks at your convenience
- Improved funds availability and cash flow
- Ability to capture multiple checks for a single deposit
- Centralized management of company deposits from remote locations
- A variety of Quick Deposit offerings to choose from, including a stand-alone desktop solution, mobile version or a smart combination of the two



Want to learn more and get started? Ask a Regions associate or visit regions.com for more information.



SafePoint® by Loomis



Introducing

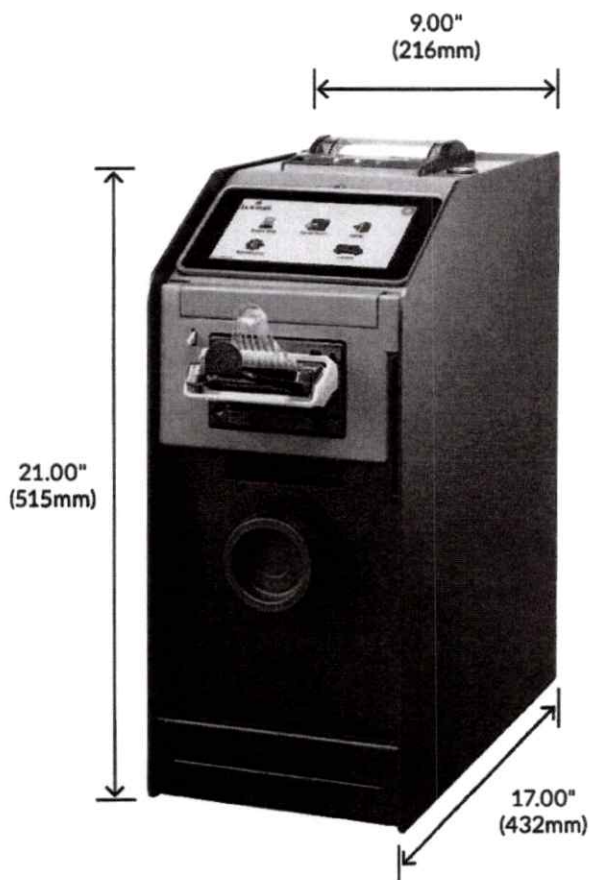
SafePoint Titan Z

Our most compact, streamlined smart safe

SafePoint Titan Z is designed to deliver secure, reliable, and efficient cash processing in a compact under-counter size for low cash volume businesses. With features including an intuitive user interface, integrated deposit envelope, and keyless entry, day-to-day cash-handling has never been more convenient. Keeping the concept of a smaller overall footprint, Titan Z is engineered and designed as a true turnkey solution application.



SafePoint Titan Z



SPECIFICATIONS

- **Weight:** 70lbs (32kg) without base
- **Height:** 21.00" (515mm) to top of printer
- **Width:** 9.00" (216mm)
- **Depth:** 17.00" (432mm) with cassette door closed
- **Depth:** 27.00" (672mm) with cassette door open

HARDWARE FEATURES

- 7-inch color touch screen with visual interface
- Modular-based electronic console houses CPU boards and electronic components
- Managed access with individual PINs
- Single validator or bunch note feeder version
- Stacked banknotes in one 1,200-note cassette
- Removable note validator head
- Integrated thermal printer
- Base options (4" and 8")
- RoHS compliant

SOFTWARE FEATURES

- Cellular modem or Ethernet network connectivity
- Support for multi-currency
- Individual user PINs for complete traceability and auditability of all safe activities
- Storage of 250,000+ financial and security transactions
- Software upgrades and new currency releases supported over the air
- Near real time transaction feed
- Configurable receipt options
- Device status alert notifications

POWER REQUIREMENTS

- 100/240 VAC, 50/60 Hz

Fraud Protection and Risk Mitigation

Regions Positive Pay Services

Ensure your company is protected against unnecessary loss due to paper-based fraud

As payments fraud continues to increase, it is essential to have established safeguards to protect your company from the risk of loss inherent with paper-based fraud. Positive Pay services are among the strongest and most immediate controls available to detect and prevent fraud. If your company issues checks, you should be using Positive Pay.

Regions gives you the power of choice. No industry is exempt from check fraud. That is why Regions offers a variety of Positive Pay service options to accommodate your specific fraud prevention goals and risk mitigation policies. Plus, Regions provides a Same Day Positive Pay option.

- Next Day Positive Pay
- Same Day Positive Pay
- Reverse Positive Pay
- Payee Name Verification
- Teller Line Positive Pay
- No Check Positive Pay

Fraud Protection and Risk Mitigation

Regions ACH Alert®

Minimize risk and reduce exposure to ACH fraud through early detection.

Regions ACH Alert provides a low-cost, effective safeguard for preventing unauthorized Automated Clearing House (ACH) debits. ACH Alert automatically monitors ACH debit activity and notifies you of any unauthorized or potentially fraudulent transactions based on the parameters you elect. Simply select suspect items for return using the online tool provided. There is no charge for returning unauthorized items, and ACH Alert will maintain a record of all ACH debit activity and return decisions for ease of future research.

Key Benefits:

- Complete online management to monitor and control ACH debit transactions
- Helps minimize risk associated with unauthorized ACH transactions reducing exposure to ACH fraud
- Customizable alerts allow you to select the transactions and parameters for alert notifications
- Transaction preauthorization enables the alert function to be bypassed online with no paperwork required
- You have complete control — early detection of suspect transactions enables potentially fraudulent ACH debits to be returned

If you leverage the ACH Network for payments, Regions ACH Alert will provide advanced fraud protection, safeguarding your organization from potential ACH debit fraud, minimizing overall risk.

Fraud Protection and Risk Mitigation

Key Benefits to Regions Positive Pay Services

Better Protection:

- Protects against most types of check counterfeiting, including duplicate or amount-altered checks
- Enables early detection of possible fraud, increasing fraud prevention to minimize exposure and risk of loss

Better Reporting:

- Items can be viewed by daily reporting through Regions iTreasury online banking service.
- At month end, Regions can provide numerous Reconciliation Reports for better accounting, analysis and audit control.
- Ability to make pay/return decisions on questionable items with online review and initiation of returns through iTreasury

Faster Decisions:

- All Positive Pay services enable quick acceptance of return items.
- Enables checks issued to be reconciled daily against presentments instead of monthly, improved accuracy and allowing fraud to be intercepted as it occurs.

Companies currently using Positive Pay Services include those seeking to minimize exposure to fraud and avoid losses arising from fraud; companies that have previously experienced loss due to paper-based fraud; those that issue checks and want to take an active role in preventing payments fraud.

**Return Address**

This shows the address of the of the Regions city office.

Customer Analysis Statement

MEMPHIS, TN 38117
CONTACT

Contact

Officer responsible for the account.

- Accounts assigned to a department, other than the branch, reflect the responsible RM, and phone #.
- Accounts assigned to branch reflect the responsible Branch Manager
The contact may be located in a city different from the return address on the statement

OPERATING ACCOUNT

MEMPHIS TN 38118-7811

CROSS
FROM 10-01
TO 10-01

Statement Date

The month in which the services were used

PAGE 1

Customer Name and Address

This section shows the name and address of the customer.

BEGINNING IN FEBRUARY 2009, YOU WILL NO LONGER AUTOMATICALLY RECEIVE A ANALYSIS STATEMENT. IF YOU WOULD LIKE TO CONTINUE RECEIVING A MONTHLY STATEMENT, PLEASE CALL 1-866-463-5799 OR EMAIL YOUR REQUEST TO ACCOUNTANALYSIS@REGIONS.COM.

ACCOUNT NO.	0053 01	COMMERCIAL ANALYZED CHECKING			
		BALANCE	RATE	AMOUNT	
AVERAGE LEDGER BALANCE	32,607				
LESS AVERAGE FLOAT	34,081-				
AVERAGE COLLECTED BALANCE	1,474-				
NEGATIVE COLLECTED BALANCE	1,474-				
POSITIVE COLLECTED BALANCE	0				
LESS RESERVES/ANALYSIS ASSESSMENT	0	10.000			
POSITIVE NET COLLECTED BALANCE	0	.250		.00	
		UNITS	RATE	AMOUNT	BAL REQUIRED
NEG COLL BAL INTEREST CHARGE	1,474	8.000		10.15	47,934.19
ACCT MAINT	1	18.000		18.00	85,006.45
RETURN ITEM	1	8.000		8.00	37,780.64
ELECTRONIC DEBITS	9	.160		1.44	6,800.51
ELECTRONIC CREDITS	8	.200		1.60	7,556.12
CHECKS PAID-DEBITS	76	.180		13.68	64,604.90
DEPOSITS-CREDITS	34	.500		17.00	80,283.87
ITEMS DEPOSITED ON US	20	.100		2.00	9,445.16
ITEMS DEPOSITED LOCAL	41	.100		4.10	19,362.58
ITEMS DEPOSITED REGIONAL	33	.110		3.63	17,142.96
ITEMS DEPOSITED OTHER FED	126	.110		13.86	65,454.96
BRANCH DEP PER \$100 CURR STAND	23	.170		3.91	18,465.29
BRANCH CASH ORDER STANDING	1	6.000		6.00	28,335.48
BRANCH ORDER COIN ROLL	1	.160		.16	755.61
ZBA MASTER MO MAINT	1	35.000		35.00	165,290.32
SWEEP CREDIT LINE MO MAINT	1	110.000		110.00	519,483.87
ITREASURY PREV DAY INFORMATION	3	11.666		35.00	165,290.32
ITREASURY CASH CON & DISB MOD	1	35.000		35.00	165,290.32
ITREASURY DIRECT DEP ACH MOD	1	35.000		35.00	165,290.32
ITREASURY STATE TX PMT ACH MOD	1	35.000		35.00	165,290.32
ITREAS SECUREID MO MAINT	3	5.000		15.00	70,838.70
ITREASURY COMMERCIAL LOAN RPT	1	35.000		35.00	165,290.32
QUICK DEP MO MAINT PER WKST	1	75.000		75.00	354,193.54
QUICK DEP PER ITEM	83	.070		5.81	27,438.19
TOTAL CHARGE FOR SERVICES				519.34	2,452,624.94
NET CHARGE FOR SERVICES				519.34-	
POSITIVE NET COLLECTED BALANCE	0				
LESS COLLECTED BAL REQUIRED	2,452,624-				
EXCESS (DEFICIT) NET COLLECTED BALANCE	2,452,624-				
ADDITIONAL RESERVE REQUIRED	272,513-				
TOTAL BALANCE DEFICIT	2,725,138-				

Balance

- Cust

Balance Form

- Customer can use this page to balance their account monthly.
- If the customer feels that there is a discrepancy with the monthly statement, this form is then submitted to the bank
- It is the responsibility of the customer or RM to update this section and return it to the bank.

**Parent Group, Group Master or Individual Account #**MEMPHIS,
CONTACT

Section shows account type and account number.

First three #s represent the bank #:

- 0001 = AL, MS, LA, and TX
- 0053 = AR, IL, IN, IA, KY, MO, and TN
- 0060 = GA, NC, and SC
- 0092 = FL

OPERATING

MEMPHIS

Second two #s represent the application #:

- 00 = Parent Group or Master Account
- 01 = Individual Account

BEGINNING IN FEBRUARY 2009, YOU WILL NO LONGER AUTOMATICALLY RECEIVE ANALYSIS STATEMENTS. IF YOU WOULD LIKE TO CONTINUE RECEIVING A MONTHLY STATEMENT, PLEASE CALL 1-866-463-5799 OR EMAIL YOUR REQUEST TO ACCOUNTANALYSIS@REGIONS.COM.

ACCOUNT NO. 0053 01

COMMERCIAL A

	BALANCE	RATE	AMOUNT
AVERAGE LEDGER BALANCE	32,607		
LESS AVERAGE FLOAT	34,081-		
AVERAGE COLLECTED BALANCE	1,474-		
NEGATIVE COLLECTED BALANCE	1,474-		
POSITIVE COLLECTED BALANCE	0		
LESS RESERVES/ANALYSIS ASSESSMENT	0	10.000	
POSITIVE NET COLLECTED BALANCE	0	.250	

	UNITS	RATE	AMOUNT	BAL REQ
NEG COLL BAL INTEREST CHARGE	1,474	8.000	10.15	47.9
ACCT MAINT	1	18.000	18.00	85.0
RETURN ITEM	1	8.000	8.00	37.7
ELECTRONIC DEBITS	9	.160	1.44	6.8
ELECTRONIC CREDITS	8	.200	1.60	7.5
CHECKS PAID-DEBITS	76	.180	13.68	64.6
DEPOSITS-CREDITS	34	.500	17.00	80.2
ITEMS DEPOSITED ON US	20	.100	2.00	9.4
ITEMS DEPOSITED LOCAL	41	.100	4.10	19.3
ITEMS DEPOSITED REGIONAL	33	.110	3.63	17.1
ITEMS DEPOSITED OTHER FED	126	.110	13.86	65.4
BRANCH DEP PER \$100 CURR STAND	23	.170	3.91	18.4
BRANCH CASH ORDER STANDING	1	6.000	6.00	28.3
BRANCH ORDER COIN ROLL	1	.160	.16	.7
ZBA MASTER NO MAINT	1	35.000	35.00	165.2
SWEEP CREDIT LINE NO MAINT	1	110.000	110.00	519.4
ITREASURY PREV DAY INFORMATION	3	11.666	35.00	165.2
ITREASURY CASH CON & DISB MOD	1	35.000	35.00	165.2
ITREASURY DIRECT DEP ACH MOD	1	35.000	35.00	165.2
ITREASURY STATE TX PMT ACH MOD	1	35.000	35.00	165.2
ITREAS SECUREID NO MAINT	3	5.000	15.00	70.8
ITREASURY COMMERCIAL LOAN RPT	1	35.000	35.00	165.2
QUICK DEP NO MAINT PER WKST	1	75.000	75.00	354.1
QUICK DEP PER ITEM	83	.070	5.81	27.4
TOTAL CHARGE FOR SERVICES			519.34	2,452.6
NET CHARGE FOR SERVICES			519.34-	

POSITIVE NET COLLECTED BALANCE	0
LESS COLLECTED BAL REQUIRED	2,452,624-
EXCESS (DEFICIT) NET COLLECTED BALANCE	2,452,624-
ADDITIONAL RESERVE REQUIRED	272,513-
TOTAL BALANCE DEFICIT	2,725,138-

Balance Summary

If Excess (Deficit) Balance is negative, a line called Additional Reserves Required is added to calculate total balance deficit. Additional reserves required to support service charges include allowances for reserves.

- 1 Avg Collected Balance - Reserve Requirement = Avg. Net Collected Balance
- 2 Avg. Net Collected Balance - Collected Balance Requirement = Excess (Deficit) Net Collected Balance
- 3 Total Balance Deficit minus Excess (Deficit) Net Collected Balance = Additional Reserve Requirement
- 4 Excess (Deficit) Net Collected Balance + Additional Reserve Required = Total Balance Deficit

Balances, *Reserves, Earnings Allowance

- 1 Avg Ledger Balance minus Avg Float = Avg Collected Balance
- 2 Negative Collected Balance occurs when company uses uncollected funds during the month but does not mean that the company was necessarily overdrawn in the ledger balance which generates an NSF Charge.
- 3 Positive Collected Balance minus Reserve Requirement = Avg Net Collected Balance
- 4 Avg Positive Collected Balance x 10% = Reserve Requirement * No reserve req.
- 5 Positive/Average Net Collected Balance x Earnings Rate divided by the # of days per year x # days per month = Total Earnings Credit Allowance

Service Charges

- 1 Charge for services x # days in the month divided by # days in the year x Earnings Rate = Balance Required (Collected Balance Required)
- 2 Negative Collected Balance x Overdraft Rate x # days per month divided by # days in the year = Interest on Overdraft

Net Charges for Services

Shows net difference between total service charge and total earnings credit allowance. If service charge exceeds earnings allowance, net charge is shown. If earnings allowance exceeds total service charge, net charge for services appears as a zero on the statement.



Customer DDA Statement



Regions Bank

Memphis, TN 38117

Return Address

This shows the address of the of the Regions city office.

OPERATING ACCOUNT
MEMPHIS TN

Customer Name and Address

This section shows the name and address of the customer.

ACCOUNT

Cycle 053
Enclosures 27
Page 76
1 of 5

COMMERCIAL ANALYZED CHECKING

October 1, 2008 through October 31, 2008

Product Type

This shows the product type of the account.

Automatic Transfers
Checks
Ending Balance

SUMMARY

Statement Date

The time period covered by this statement.

\$3,343.18 -

Cycle

Shows the day of the month when the statement dropped.

Enclosures

Number of pages included with Statements reflecting details of transactions during month.

DEPOSITS & CREDITS

10/01	Deposit - Thank You	2,978.48
10/01	Adv From Cr Line	29,287.00
10/02	Deposit - Thank You	19,155.49
10/03	Transfer Fr	664.81
10/03	Deposit - Thank You	32,798.67
10/06	Deposit - Thank You	30,676.97
10/07	Transfer Fr	220.69
10/07	Deposit - Thank You	2,328.40
10/07	Adv From Cr Line	1,603.00
10/08	Deposit - Thank You	7,246.99
10/08	Adv From Cr Line	5,568.00
10/09	Transfer Fr	425.85
10/09	Deposit - Thank You	65,579.80
10/09	Deposit - Thank You	2,071.62
10/09	Deposit - Thank You	1,267.84
10/09	Deposit - Thank You	894.53
10/09	Deposit - Thank You	472.38
10/09	Buckeye Cin Payment Sibley Payable	1,085.56
10/10	Deposit - Thank You	13,511.42
10/14	Transfer Fr	78.00
10/14	Deposit - Thank You	51,128.16
10/14	Deposit - Thank You	7,013.89
10/14	Deposit - Thank You	238.00
10/14	Adv From Cr Line	55,205.00
10/14	Buckeye Cin Payment Sibley Payable	4,270.00
10/15	Transfer Fr	5,105.87
10/15	Deposit - Thank You	15,383.90
10/15	Adv From Cr Line	78,245.00
10/15	Buckeye Cin Payment Sibley Payable	74.00
10/16	Deposit - Thank You	2,637.97
10/16	Buckeye Cin Payment Sibley Payable	7,409.70
10/17	Deposit - Thank You	11,843.90
10/17	Deposit - Thank You	5,097.44
10/20	Deposit - Thank You	16,654.90



Balance Summary

High level accounting of Beginning Balance to the Ending Balance for the month.

- Beginning Balance + Deposits & Credits – Withdrawals – Fees + Auto Transfers + Returned Checks – Checks = Ending Balance for the month

Minimum Balance is the lowest daily (end of day) balance at any point in during the statement period.

OPERATING AC
MEMPHIS TN

ACCOUNT #

Cycle 053
Enclosures 27
Page 76
1 of 5

COMMERCIAL ANALYZED CHECKING

October 1, 2008 through October 31, 2008

SUMMARY

Beginning Balance	\$27,042.00
Deposits & Credits	\$680,715.04 +
Withdrawals	\$492,566.70 -
Fees	\$583.46 -
Automatic Transfers	\$0.00 +
Checks	\$217,950.06 -
Ending Balance	\$3,343.18 -

Minimum Balance \$3,343 -

DEPOSITS & CREDITS

10/01	Deposit - Thank You
10/01	Adv From Cr Line
10/02	Deposit - Thank You
10/03	Transfer Fr
10/03	Deposit - Thank You
10/06	Deposit - Thank You
10/07	Transfer Fr
10/07	Deposit - Thank You
10/07	Adv From Cr Line
10/08	Deposit - Thank You
10/08	Adv From Cr Line
10/09	Transfer Fr
10/09	Deposit - Thank You
10/09	Deposit - Thank You
10/09	Deposit - Thank You
10/09	Deposit - Thank You
10/09	Buckeye Cln Payment Sibley Payable
10/10	Deposit - Thank You
10/14	Transfer Fr
10/14	Deposit - Thank You
10/14	Deposit - Thank You
10/14	Deposit - Thank You
10/14	Adv From Cr Line
10/14	Buckeye Cln Payment Sibley Payable
10/15	Transfer Fr
10/15	Deposit - Thank You
10/15	Adv From Cr Line
10/15	Buckeye Cln Payment Sibley Payable
10/16	Deposit - Thank You
10/16	Buckeye Cln Payment Sibley Payable
10/17	Deposit - Thank You
10/17	Deposit - Thank You
10/20	Deposit - Thank You

2,978.48

Deposits & Credits

Shows all deposits and other credits to customers' account during the stated time period.

- Advance from Credit Line** – automated sweep from the line of credit overdraft protection into the account to cover cash shortage
- Transfer from Checking Acct #** - shows book transfer to this account from another internal Regions acct.

Customer sees this level of detail and may have questions. There may be more activity with different products so the statement could be longer.

11,843.90
5,097.44
16,654.90



WITHDRAWALS

10/01 Transfer to
 10/01 Transfer to
 10/01 IRS USATAXPYMT
 10/01 IRS USATAXPYMT
 10/02 Transfer to
 10/02 Pay to Cr Line
 10/03 Pay to Cr Line
 10/06 Transfer to
 10/06 Pay to Cr Line
 10/08 Transfer to
 10/08 IRS USATAXPYMT
 10/09 Transfer to
 10/09 Pay to Cr Line
 10/10 Pay to Cr Line
 10/14 Transfer to
 10/14 IRS USATAXPYMT
 10/15 Regions Auto Pmnt
 10/15 Transfer to
 10/15 IRS USATAXPYMT
 10/15 IRS USATAXPYMT
 10/16 Rtn Depstd ltr # of ltr(S)
 10/16 Transfer to

Withdrawals

Shows all withdrawals from customers' account during the stated time period

- 1 Transfer to Checking Acct # - shows book transfer to another internal Regions account the customer account.
- 2 Payment to Credit Line - automated sweep payment to from the account to pay down/pay off line of credit overdraft.

Automated Tax Payments (IRS or Sales Tax) show only if the customer requests this feature. To set this up, flag the account for this option.

958 05

FEES

10/09 Analysis Charge 09-08

583.46

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
10/01	6	188.75	10/15	6	297.10
10/02	6	220.96	10/16	6	22,952.86
10/08	6	6,434.83	10/16	6	11,710.48
10/10	6	24.28	10/16	6	388.18
10/07	6	26,757.51	10/15	6	495.40
10/03	6	374.96	10/09	6	746.93
10/09	6	245.00	10/14	6	2,473.46
10/06	6	103.56	10/10	6	1,195.72
10/07	6	3,120.00	10/10	6	86.25
10/06	6	238.17	10/14	6	6,766.90
10/07	6	478.48	10/16	6	3,999.06
10/13	6	4,655.00	10/14	6	39.49
10/09	6	389.29	10/09	6	8,910.60
10/10	6	1,485.09	10/10	6	1,462.50
10/09	6	479.67	10/10	6	556.87
10/21	6	400.00	10/16	6	255.55
10/14	6	4,035.34	10/14	6	174.75

Fees

Reflects the total net fees charged to the account based on the analysis statement from the previous month.

Also indicates the date that Analysis was charged.

Checks

Shows all checks written on the account during the statement period.

Check data includes:

1. Date check posted to the account
2. Check Number
3. Dollar amount of the check

Checks are listed in order of when they post to the account. Checks posted out of chronological order are identified with an asterisk.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
10/01	26,842.03	10/14	60,401.03	10/24	23,934.49
10/02	25,800.46	10/15	55,861.34	10/27	98,194.65
10/03	48,537.98	10/16	1,933.59	10/28	89,291.83
10/06	76,880.29	10/17	10,544.15	10/29	26,261.89
10/07	50,676.39	10/20	27,718.12	10/30	6,408.10
10/08	24,834.38	10/21	47,379.70	10/31	3,343.18
10/09	76,272.13	10/22	29,949.64		
10/10	10,047.84	10/23	221.03		

Daily Balance Summary

- Represents the balance in the account as of the end of each business day
- There will be a daily balance listed for each business day during the month

PUBLIC DISCLOSURE

April 25, 2022

**COMMUNITY REINVESTMENT ACT
PERFORMANCE EVALUATION**

Regions Bank
1900 Fifth Avenue North
Birmingham, Alabama 35203

RSSD ID NUMBER: 233031

FEDERAL RESERVE BANK OF ATLANTA
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309-4470

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, nor should it be construed as, an assessment of the financial condition of this institution. The rating assigned to the institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

INSTITUTION'S CRA RATING

INSTITUTION'S CRA RATING: This institution is rated **SATISFACTORY**.

The following table indicates the performance level of Regions Bank with respect to the lending, investment, and service tests.

PERFORMANCE LEVELS	Regions Bank		
	PERFORMANCE TESTS		
	Lending Test*	Investment Test	Service Test
Outstanding		X	
High Satisfactory	X		X
Low Satisfactory			
Needs to Improve			
Substantial Noncompliance			

****Note:** The lending test is weighted more heavily than the investment and service tests when arriving at an overall rating.

Major factors contributing to this rating include:

- The overall geographic distribution of HMDA²-reportable lending reflects adequate penetration in low- and moderate-income geographies.
- The overall geographic distribution of small business lending reflects good penetration in low- and moderate-income geographies.
- The overall distribution of HMDA-reportable lending among borrowers of different income levels is adequate.
- The overall distribution of small business lending among businesses of different sizes is good.
- The bank makes a relatively high level of community development loans.
- The bank makes an excellent level of qualified community development investments in response to assessment area community development needs.
- Retail delivery systems are reasonably accessible to the geographies and individuals of different income levels in the bank's assessment areas.
- The bank provides a relatively high level of community development services.

² Home mortgage loans are reported by institutions on the Home Mortgage Disclosure Act (HMDA) Loan Application Register (LAR). The register includes home purchase, refinance, home improvement, and multifamily loans originated and purchased by the institution.

DESCRIPTION OF INSTITUTION

Regions Bank is a commercial bank headquartered in Birmingham, Alabama, that operates across 15 states, including Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Texas. As of December 31, 2020, the bank had approximately 1,368 branches across its footprint. Regions received a “Satisfactory” rating at its previous Community Reinvestment Act (CRA) Performance Evaluation (PE) dated March 4, 2019. No known legal impediments exist that would restrain the bank from meeting the credit needs of its assessment areas (AAs).

For this examination, 149 assessment areas were reviewed. Deposits in these assessment areas totaled \$132.9 billion as of June 30, 2020. Descriptions of the full-scope assessment areas can be found in the applicable state or multistate sections of this report.

Business Structure

Regions Financial Corporation is a top 40 financial holding company headquartered in Birmingham, AL, with consolidated assets of approximately \$162 billion as of December 31, 2021. Regions Bank, the corporation’s bank subsidiary, is a state member bank and operates in 15 states across the South and Midwest with approximately 1,400 banking offices.

Since the previous examination, the Regions Community Development Corporation (CDC) was formed in 2020 to be a catalyst for revitalizing communities and improving the lives of economically disadvantaged families in the Regions footprint. The mission of the Regions CDC is to make life better by providing debt and/or equity financing for projects and entities with a community development purpose.

The objectives of the Regions CDC are:

- To become a leader in supporting Community Development Financial Institutions (CDFIs) in the Region footprint
 - Provide equity and equity equivalent capital
 - Foster collaborations with and among CDFI’s
 - Drive measurable impact and outcomes for communities
- To make responsible strategic impact equity investments
 - Investments in funds that provide communities lacking access to traditional sources of capital
- To provide project financing for new construction and rehabilitation
 - Single and multifamily (non LIHTC) affordable housing for properties with rent restrictions or subsidy agreements
 - Targeting workforce housing projects, neighborhood redevelopment and job creation
- To provide greater flexibility in pricing and structure than traditional bank lending
 - RCDC financing can be independent of or in conjunction with Regions Bank but is intended to always benefit underserved communities within the Regions Bank footprint.



MEMO

To: Board of Mayor and Alderman

From: Fire Chief, Patrick McLaughlin

Date: December 4th, 2023

Re: Agreement with Wold Architects and Engineers

On this date, December 4th, 2023, I am requesting that the Mayor and Board of Alderman approve for Mr. Herman to enter into an agreement with Wold for the design of a renovation/addition plan for Fire Station 1.

Fire Station 1 is located in front of the City park on Hwy 76. This station responds to more than 65% of the emergency responses for the city. Currently, it houses 3 city firefighters and a fire engine. It also houses 2 EMS staff and an ambulance. This renovation/addition would allow the department to house up to 8 firefighters, and 4 EMS staff. Having more staff will allow us to have two fire crews and two EMS crews. This project will also add truck storage space, allowing our ladder truck to be stationed in the middle of town. The additional staff, and expanding the truck bay for the ladder truck should help improve our ISO rating which can potentially lower insurance rates for the citizens of White House.

Attached is the Master Agreement and the Fee Letter.

Should you have any questions regarding this request, please feel free to call me at 615-672-5338 or email me at pmclaughlin@whitehousetn.gov

Thank You



October 31, 2023

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

Re: Design Services Renovations and Addition to
White House Fire Station #1

Dear Mr. Herman,

This letter is to serve as a proposed fee agreement for design services for additions and renovations to Fire Station #1. The scope of the project was determined during the on-site meeting with City representatives. Your fee information is as follows:

Basic Service Compensation for Architectural, Structural, Civil/Site, Mechanical, Electrical Design Services:

Compensation for the basic services as described in Article 3 of the master agreement shall be based on a percentage of the cost of construction as described in Article 6 of the master agreement. The percentage will be computed using the State of Tennessee's basic services fee formula $(35/\log P - 1.15)$, which P is the cost of construction.

Additional Services Compensation:

Interior design services, if requested, shall be negotiated.


Proposed Design Process:

The proposed project scope of work will require field verification of the existing space and inputting the facility into our BIM software. This will require approximately 2 weeks of effort. After we complete this initial work, our team will commence with the design process with the following durations:

<u>Phase of Design</u>	<u>Duration (Workdays)</u>
Schematic Design	30
Design Development	35
Construction Documents	120
Bidding	28

We are excited about the opportunity to work with the City of White House again. Please let me know if you have questions.

Sincerely,
Wold Architects and Engineers


Steve Griffin, AIA
Principal

pc: Beth Meadows
File, Accounting

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
woldae.com | 615 370 8500

PLANNERS
ARCHITECTS
ENGINEERS

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of November in the year Two Thousand and Twenty-Three
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of White House
105 College Street
White House, TN 37188

and the Architect:
(Name, legal status, address and other information)

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027
Telephone Number: 615-370-8500

for the following Project:
(Name, location and detailed description)

Basic Contract Agreement for current and future projects agreed upon in writing by both parties.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph Deleted)

§ 1.1.1 The Owner's program for the Project:

N/A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be described in a separate fee letter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Not known at the time of execution of this Agreement

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not known at the time of execution of this Agreement

.2 Construction commencement date:

Not known at the time of execution of this Agreement

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

(Paragraphs Deleted)

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

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

(Paragraphs Deleted)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

Init.

(Paragraph Deleted)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Stephen P. Griffin, AIA
Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027
sgriffin@woldae.com

*-0

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027

.2 Mechanical Engineer:

I.C. Thomasson Associates, Inc.
2950 Kraft Drive
Nashville, TN 37204

.3 Electrical Engineer:

I.C. Thomasson Associates, Inc.
2950 Kraft Drive
Nashville, TN 37204

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Civil Engineer:

Init.

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User Notes:

(3B9ADA46)

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027

(Paragraph Deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages

required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and Two Million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider, if requested by the Owner, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Tennessee's public bidding and contracting law as those laws apply to public entities.

§ 3.4.6 The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publicly announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

§ 3.4.7 Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids ; (2) confirming responsiveness of bids ; (3) determining the successful bid ; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders, if requested by Owner;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs Deleted)

§ 3.5.3.4 In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. No subsequent modifications to the General Conditions of the Contract for Construction shall be made by the Owner and Contractor that would prejudice the Architect or increase the Architect's risk or obligation without the Architect's written consent.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and the negligent acts or omissions of its employees, and its consultants but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year contractor's construction warranty period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall provide written reports of such observations. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and

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promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall recommend to the Owner that the Owner rejects work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall recommend to the Owner that the Owner requires inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and

installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/P
§ 4.1.1.2 Multiple preliminary designs	N/P
§ 4.1.1.3 Measured drawings	Architect – can be provided for an additional fee.
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect – can be provided for an additional fee.
§ 4.1.1.6 Building Information Model management responsibilities	N/P
§ 4.1.1.7 Development of Building Information Models for post construction use	N/P
§ 4.1.1.8 Civil engineering	Architect – can be provided for an additional fee.
§ 4.1.1.9 Landscape design	Architect – can be provided for an additional fee.
§ 4.1.1.10 Architectural interior design	Architect – can be provided for an additional fee.
§ 4.1.1.11 Value analysis	N/P
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect – can be provided for an additional fee.
§ 4.1.1.13 On-site project representation	N/P
§ 4.1.1.14 Conformed documents for construction	N/P
§ 4.1.1.15 As-designed record drawings	N/P
§ 4.1.1.16 As-constructed record drawings	N/P
§ 4.1.1.17 Post-occupancy evaluation	N/P
§ 4.1.1.18 Facility support services	N/P
§ 4.1.1.19 Tenant-related services	N/P
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/P
§ 4.1.1.21 Telecommunications/data design	Architect - can be provided for additional fee.
§ 4.1.1.22 Security evaluation and planning	N/P
§ 4.1.1.23 Commissioning	N/P
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/P
§ 4.1.1.25 Fast-track design services	N/P
§ 4.1.1.26 Multiple bid packages	N/P
§ 4.1.1.27 Historic preservation	N/P

§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect - can be provided for additional fee.
§ 4.1.1.29	Other services provided by specialty Consultants	N/P
§ 4.1.1.30	Other Supplemental Services	N/P

(Paragraphs Deleted)

(Paragraphs Deleted)

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraph Deleted)

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

(Paragraph Deleted)

- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph Deleted)

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

(Paragraph Deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph Deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction and the Owner/Contractor Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity

sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services at which time the Owner may avoid suspension of services by paying all amounts due to the Architect pursuant to this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty days' written notice.

§ 9.4 This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

(Paragraph Deleted)

§ 9.7 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Tennessee.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Architect acknowledges that documents in the custody of the Owner are subject to the public record laws of the State of Tennessee, and the Architect will not hold the Owner liable for acts carried out in conjunction with the Owner's good faith efforts to comply with said public record laws.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect's eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

The Compensation for the Architect's Basic Services shall be agreed upon in writing between the Architect and the Owner through separate fee letter.

(Paragraph Deleted)

(Paragraph Deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly or Fixed Fee agreed upon in writing.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly or Fixed Fee agreed upon in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly or Fixed Fee agreed upon in writing.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth . The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6

(Paragraph Deleted)

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .10 Other similar Project-related expenditures.
- .11 **Expense of computer aided design and drafting equipment time when used in connection with the**

Project.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants and be billed at actual cost to Architect plus five percent (5 %) of the expenses incurred.

(Paragraph Deleted)

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Local rate of interest as set by Tennessee State Statute.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Standard of Care: In providing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement.

12.2 Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.3 Stepped Dispute Resolution: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Architect agree to attempt to resolve such disputes in the following manner:

12.3.1 First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

12.3.2 Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

12.3.3 Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

12.4 Indemnification: The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its consultant or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or Architects or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

12.5 Accessibility: The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date

of the execution of this Agreement to the extent those statutes apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Architect shall, accordingly, not have any liability to the Owner in connection with same.

12.6 Hazardous Materials: As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, mold, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

12.7 Betterment: If a required item or component of the Project is inadvertently omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

12.8 Code Compliance: The Architect shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

12.9 Value Engineering: If the Owner retains the services of a Value Engineer (VE) to review the plans prepared by the Architect, these services shall be at the Owner's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect's services. The Owner shall promptly notify the Architect of the identity of the VE and shall define the VE's scope of services. All recommendations of the VE shall be given to the Architect for review, and adequate time will be provided for the Architect to respond to these recommendations.

If the Architect objects to any recommendations made by the VE, it shall so state in writing to the Owner, along with the reasons for objecting. If the Owner, in spite of the Architect's objections, requires the incorporation of changes in the Construction Documents, the Owner agrees, to the fullest extent permitted by law, to waive all claims against the Architect and to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Owner.

In addition, the Architect shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The Architect shall be

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compensated as Additional Service for all time spent to prepare for, review and respond to the recommendations of the VE. The Architect's time for performance of its services shall be equitably adjusted.

12.10 Estimates: The Architect's Opinion of Probable Cost for the cost of the Work as described in Article 6, paragraph 6.3 of this Agreement shall be based on an area cost concept of cost per square foot. A detailed estimate based on a quantitative concept is an Additional Service as addressed in Article 4, paragraph 4.1 of this Agreement. The Architect's Opinion of Probable Cost is based on the Architect's reasonable professional judgement and experience and does not constitute a warranty, expressed or implied, that the Contractor's cost for the Work will not vary from the Architect's opinion of probable cost.

12.11 Verification of Existing Conditions: Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs Deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraph Deleted)

☒ Other Exhibits incorporated into this Agreement:

(Paragraph Deleted)

Exhibit A - Hourly Rates

(Paragraph Deleted)

This Agreement entered into as of the day and year first written above.

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OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Stephen P. Griffin, AIA Principal

(Printed name, title, and license number, if required)

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EXHIBIT A

2023 Hourly Billing Schedule

Wold Hourly Rate	Billing Rate
Classification	Billing Rate
Expert Witness Testimony	\$275.00
Sr. Principal	\$235.00
Principal	\$210.00
Senior Architect	\$190.00
Sr. Planner	\$190.00
Senior Project Mgr. Architect / Engineer	\$190.00
Sr. Reg. Land Surveyor	\$175.00
Senior Interior Designer	\$160.00
Senior Designer	\$160.00
Architect / Interior Design Staff	\$125.00 - \$150.00
Engineering Staff	\$120.00 - \$160.00
Survey Project Manager / CAD Technician	\$125.00
Survey Party Chief	\$100.00
Survey – Two Person Team	\$175.00
Survey – Three Person Team	\$225.00
Administrative Assistant	\$100.00

Note: These rates are subject to adjustment on a semi-annual basis to allow for changes in employee compensation, and the rates in effect at the time specific work is performed shall prevail.
Effective Date January 1, 2023.

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, TN 37027
woldae.com | 615 370 8500

**PLANNERS
ARCHITECTS
ENGINEERS**



City of White House Public Works

Memo

To: Public Services Department
From: Andy Cieslak, DPW
Date: December 14th, 2023
Re: Request to Authorize – Scope Change Authorization for Engineering Services for Wastewater Treatment Plant Improvements

On this date, December 14th, 2023, I am requesting that the Board of Mayor Alderman authorize the city to enter into an agreement with Jacobs Engineering to continue engineering services for agency coordination, and construction phase services for improvements to the City's Wastewater Treatment Facility.

We have run into several lead times issues that have substantially extended the scope of work. The contract has been extended by 7 months, but the revised version reduces additional full-time RPR services to 5.5 months. Dustin (Project Manager) was able to reduce his total time by roughly 240 hours during the slow period over the summer, and this has been reflected in the attached.

Task order # 5 modification from Jacobs Engineering is for \$147,000.00, for substantial completion. Task order #6 is contingency for additional services if needed \$58,000.00.

I have attached the Jacobs Engineering Change Authorization for your review and consideration.

Andy Cieslak Digitally signed by Andy Cieslak
Date: 2023.12.04 17:11:42 -06'00'
Andy Cieslak
Director of Public Services

SCOPE CHANGE AUTHORIZATION

Project:	<u>WWTP Improvements</u>	Date Prepared:	<u>12/4/23</u>
Project No.:	<u>C6A12005</u>	Date Revised:	<u></u>
Client:	<u>City of White House</u>	Client Project No.:	<u>NA</u>
Project Manager:	<u>Ray Thomson</u>	Change No.:	<u>6</u>

1. The following changes in the scope of the work are hereby authorized:

Engineering services for additional services during construction as presented in Exhibit A attached.

2. The effect of these changes in scope is as follows:

a. Fee	(1) Current	Project Total (includes SCA 1 through 5)	\$2,544,985
	(2) Add	Task 5 – Additional Construction Phase Services for Project Management, Contract Administration and Resident Project Representative	\$147,000
	(3) Add	Task 6 – Additional Construction Phase Engineering Services/Contingency	\$58,000
	(4) Total	Revised Project Total	\$2,749,985

3. The reasons for these changes in the scope of the work are as follows:

The additional services during construction generally include the following:

- Additional effort to provide full-time onsite observation of construction for up to five and a half months due to extended duration of construction (Task 5)
- Additional effort to provide project management and construction administration services due to extended duration of construction (Task 5).
- Contingency for an additional two months of services during construction beyond March 2024, used only if specifically authorized by the City of White House (Task 6)

4. Clarifications / Exclusions:

- Should additional services beyond the Scope of Services defined previously or herein is necessary, an amendment or separate task order will be negotiated.
- All previous clarifications and assumptions remain in effect unless otherwise stated in Exhibit A.

Approved by Client: _____

Date: _____

Approved by Jacobs: Robert Cook, P.E.
Manager of Projects

Date: _____

Exhibit A
City of White House Wastewater Treatment Plant Improvements
Scope of Work for Scope Change Authorization 6

Background

Construction of the wastewater treatment plant improvements by Reeves Young, the general construction contractor, has been in progress since a Notice to Proceed was issued on July 6, 2021. The original construction contract duration of 18 months required final completion of work by January 5, 2023. Due to a variety of factors, including weather impacts, changed conditions, and manufacturing and shipping delays, the date for final completion of construction was extended to May 4, 2023, by Change Order 1, executed in November 2022 between the City and Reeves Young.

Subsequent to the execution of Change Order 1, Reeves Young was notified by the supplier of electrical switchgear and motor control centers, Siemens, of additional extended delays in fabrication and delivery of the major electrical equipment until August 2023. Based on the impacts on project completion of the additional delays in delivery of the electrical equipment, Change Order 2 was executed with Reeves Young in June 2023, extending the final contract completion date to March 1, 2024.

A series of recently approved construction change orders (numbers 3 through 6) have added 20 calendar days to the contract duration, resulting in a new contract completion date of March 21, 2024.

Jacobs has been providing a variety of office-based construction administration services, as well as full-time onsite observation of the work by one Resident Project Representative (RPR), since construction began in July 2021. Jacobs' initial budget for providing full-time RPR and project management/construction administration services was based on an 18-month construction period, with an end date in early January 2023 corresponding with the contractor's original contractual date of final completion. Jacobs' budget for services during construction was increased in October 2022 under Scope Change Authorization (SCA) 4 to coincide with a construction completion date of May 4, 2023, with a contingency for extended services through August 2023 if needed. Jacobs has continued to provide full-time RPR services and associated project management services since the beginning of September 2023 as the construction completion date has been under review and updated to its current status.

The delays in delivery of the electrical resulted in Reeves Young reducing the workforce and level of construction activity during April, May, and June of 2023. Correspondingly, Jacobs reduced the level of onsite observation by the RPR by approximately 50 percent during that period. Jacobs resumed full-time RPR services in July as the level of construction activities and issues requiring resolution increased. The net result of Jacobs' RPR staffing adjustments is that the budget for extended RPR services approved under SCA 4 was sufficient to fund those

services for an additional approximately six weeks after the end of the August; in other words, through mid-October 2023.

In order to continue to providing office-based project management and construction administration services and full-time RPR observation of the work from mid-October through the current construction completion date of March 21, 2024, an increase in Jacobs' budget is provided under this Scope Change Authorization 6.

A summary of the revised scope of services and associated costs is presented below.

Scope of Services

Task 5: Additional Construction Phase Services

Task Order No. 4 and SCAs 3 and 4 were based on providing construction phase services, including: 1) full-time onsite observation of construction by one RPR; and 2) office-based project management and construction administration services for a construction contract duration of 22 months (July 2021 through February 2023).

Due to the extension of construction activities to a total of approximately 33 months (July 2021 through March 2024), the following additional services will be provided under Task 5:

- Five and a half months of additional full-time onsite observation by one RPR: Maximum of 950 hours
- Additional project management and construction administration services: Maximum of 128 hours

Task 6: Additional Engineering Contingency, if Required

A contingency budget, to be used only at the specific direction of the City, is included for up to two additional months of onsite observation and project management/construction administration services after March 21, 2024.

Compensation

Compensation will be based on standard hourly billing rates presented in the Billing Rate Schedule. Payment for services will continue to be on a Not to Exceed basis according to the budgets presented in Table 1.

Table 1: Budget Summary for Tasks 5 and 6

Task	Current Budget	Proposed Budget	Change in Budget
Task 5: Project Management, Construction Administration Labor	\$647,000	\$674,000	\$27,000
Task 5: RPR Labor ¹	\$436,000	\$550,000	\$114,000
Task 5: Direct Expenses	\$42,400	\$48,400	\$6,000
<i>Subtotal</i>	<i>\$1,125,400</i>	<i>\$1,272,400</i>	<i>\$147,000</i>
Task 6: Additional Engineering/Contingency ²	\$53,000	\$111,000	\$58,000
Total	\$1,178,400	\$1,383,400	\$205,000

¹ Dustin Callahan will continue to provide onsite RPR services through the completion of construction. He received a mid-year salary adjustment, but his billing rate will remain at the current RPR 2 rate of \$108/hour through the end of calendar year 2023. For RPR services beginning January 1, 2024, his time will be billed at the 2024 RPR 2 rate.

²Contingency budget to be used only if authorized by the City.

Billing Rate Schedule

Jacobs will be compensated on a Time and Expense basis in accordance with the following rate schedule:

Functional Classification - Description	2023 Hourly Rate	2024 Hourly Rate
Admin Staff I	\$72	\$75
Admin Staff II	\$93	\$96
Project Coordinator / Admin Staff	\$113	\$117
Designer / RPR - 0	\$82	\$85
Designer / RPR - 1	\$93	\$96
Designer / RPR - 2	\$108	\$118
Designer / RPR - 3	\$124	\$128
Designer / RPR - 4	\$134	\$139
Designer / RPR - 5	\$149	\$154
Designer / RPR - 6	\$165	\$171
Engineer / Consultant- 0	\$93	\$96
Engineer / Consultant- 1	\$108	\$112
Engineer / Consultant- 2	\$129	\$134
Engineer / Consultant- 3	\$149	\$154
Engineer / Consultant- 4	\$170	\$176
Engineer / Consultant- 5	\$180	\$186
Engineer / Consultant- 6	\$196	\$203
Engineer/ Consultant- 7	\$205	\$212
Project Manager / Design Manager / Construction Manager - 1	\$170	\$176
Project Manager / Design Manager / Construction Manager - 2	\$191	\$198
Project Manager / Design Manager / Construction Manager - 3	\$206	\$213
Project Manager / Design Manager / Construction Manager - 4	\$216	\$224
Technologist / Subject Matter Expert - 0	\$191	\$198
Technologist / Subject Matter Expert - 1	\$206	\$213
Principal Manager /Technologist / Subject Matter Expert - 2	\$232	\$240
Principal Manager /Technologist / Subject Matter Expert - 3	\$263	\$272
Principal Manager / Subject Matter Expert - 4	\$283	\$293

Expenses	Rate
Automobile Mileage	Current IRS Rate
Agency Review Fees	Paid by City
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%
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City of White House, Tennessee

Planning and Codes Department

105 College Street • White House, TN 37188

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

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

"Valuing our Future while Protecting our Heritage"

Memo

To: Board of Mayor and Alderman

From: Ceagus Clark, Director of Planning & Codes

Date: December 4, 2023

Re: Request for Proposals - Land Development Regulations

Request for proposals for an update to the City of White House Land Development Regulations were sent out in October. A total of three (3) bids were submitted, one of which had an incomplete proposal. Kimley-Horn, Camiros Consulting and Collier Engineering. Camiros Consulting had the lowest bid. Kimley-Horn's bid came in higher.

I would like to request your approval to utilize Kimley-Horn, as they are also currently working on the City of White House Park Masterplan. These two projects will have overlap. Kimley-Horn will also utilize a dedicated temporary staff member to assist on this update. This bid was \$55,000 over the CIP requested amount of \$75,000. The scope of the project will include a complete overhaul of the Zoning Ordinance, Subdivision Regulations and Commercial Design Standards.

Please call or email with any questions regarding this request.

615-672-4350 Ext 2119

Ceagus L. Clark

Ceagus Clark
Director, Planning and Codes



CITY OF WHITE HOUSE
RFP LAND USE REGULATION UPDATE
EVALUATION SCORES

PROPOSALS				
	Total Available Points	Camiros	Collier	Kimley-Horn
Project team members' and firm's pertinent qualifications	25	21	16	25
Level of experience on similar development related services	25	22	13	23
Precision and clarity of proposals overall approach to providing the services requested	25	22	13	25
Overall approach to competing each project phase, timelines and costs	25	21	13	22
Overall quality/content of Proposal	25	23	14	24
Total Score	125	109	69	119
	100%	87.20%	55.20%	95.20%



November 15, 2023

City of White House
105 College Street
White House, TN 37188

Land Use Regulation Update – Consultant Fee Summary Memo

To Whom it May Concern,

We are providing this memorandum in response to a request from city staff for additional information, to supplement our RFP response, for detailed consultant fees pertaining to the project schedule, and suggested opportunities for city to staff to participate in the production of the Land Use Regulation Update to reduce the consultant fees. The following list breaks the work scope and fee into effort pertaining to the fiscal year ending in June 2024, and the year ending in June 2025.

Fiscal Year Ending June 2024 – Consultant Fee: \$80,000 (approximate)

- Issue Identification
- Assess Existing Zoning Designations
- Technical Summary Report
- Prepare Annotated Revised Code Outline

Fiscal Year Ending June 2025 – Consultant Fee: \$80,000 (approximate)

- Public Comment and Stakeholder meetings
- Draft Land Development Regulations
- Create Zoning Map
- Planning and City Council Meetings

City Staff Participation Tasks – Reduce Consultant Fee by: \$30,000 (approximate)

- Conduct internal city department stakeholder meetings to assess code issues
- Prepare detailed summary of stakeholder input and list of recent code variances to be considered in code updates
- If city staff performs portions of the project scope, tasks planned for the fiscal year ending in 2025 can be pulled ahead to ensure the 2024 budget is used. Those tasks may include; preparing Land Use Regulation sections not requiring significant public/city input (parking, signage, landscaping/buffers)

We appreciate your review and assistance. Further clarification on any of the items above may be found by emailing me at Josh.Rowland@kimley-horn.com, or by calling me at (615) 823-2209.

F. Methodology

Relevant Experience in Community and Stakeholder Engagement

Innovative community and stakeholder engagement is Kimley-Horn's specialty! We know that the success of the City's Land Use Regulation Update requires a deep understanding of the City and its context as well as the facilitation of a useful public and stakeholder engagement strategy, all in a short amount of time. We are committed to engaging a wide cross-section of the community, from stakeholders, to focus groups, to online participants. Groups specifically targeted may include elected officials, seniors, youth, families, schools, business leaders, arts and cultural groups, sports leagues, special interest groups, and others who have a stake in the future of White House.

We use a variety of innovative techniques to engage community participants in the planning process and construct our findings and conclusions based on each step of the planning process, so the public and stakeholders can easily understand how their input is integrated into recommendations. This open and transparent process will result in land use regulations being fully vetted by the public and elected officials. We pride ourselves on adhering to the following principles with all our public engagement events:

- Be transparent and true to the role of facilitator
- Be respectful and listen well to all participants
- Create a safe, fun, and energized environment
- Design exercises to be interesting, entertaining, and informative
- Build on the findings and results of each previous exercise
- Assure equal opportunity for participation
- Stay on time, on task, and on schedule
- Take timeouts if needed to address new issues or to refocus the discussion
- Regularly check in with the group to make sure we are on task
- Make it fun!

Our public engagement specialists have been at the forefront of evaluating online and emerging tools for public engagement.

The following tasks describe the specific steps the Kimley-Horn team will take to provide the services for each of the phases described in the Land Use Regulation Update scope of services. A proposed expedited time schedule for the completion of each phase can be found on page 25.

In the following approach of our proposal, the terms "Land Development Regulations," "Zoning Code," and "Code" may be used interchangeably, but these apply to the City's Regulations (Zoning Ordinance, Commercial Design Standards, and the Subdivision Regulations).

Phase 1 – Land Development Regulations (Code) Development (FY 2023-24)

Phase 1 is understood to include limited portions of Task 1, including the Code assessment and identification ("developing the Road Map").

We applaud the City's dedication of time and resources to record and summarize the previous code updates including the dates and ordinance numbers.

Task 1 – Zoning Ordinance Development

Task 1.1 – Project Initiation and Coordination

Coordination Calls—Kimley-Horn will conduct biweekly coordination calls with City staff for status updates and to discuss progress.

Project Website—Kimley-Horn will contribute initial content for a Land Development Regulations update page on the City's website and will provide materials to be uploaded to the website during the planning process.

Public Outreach—Kimley-Horn will outline a schedule for providing opportunities for involvement by stakeholders and residents based on project milestones.

Steering Committee Meetings—Up to three meetings, including a kickoff introductory meeting and two progress/review meetings (assuming the City desires to use a Steering Committee during this process); one meeting in Phase 1, and two meetings in Phase 2, for a total of three meetings

Public Workshop—One community meeting (Phase 2)

Draft Land Development Regulations Public Meetings—Up to two meetings as described in Task 1.6 (Phase 2)

Land Development Regulations Public Hearings—Up to two total public hearing presentations to the Planning Commission and/or Board of Mayor and Aldermen (BOMA) as described in Task 1.8 (Phase 2)

Draft Zoning Map Workshop—One meeting as described in Task 2.2 (Phase 2)

Zoning Map Public Hearings—Up to two total public hearing presentations to the Planning Board and/or BOMA as described in Task 2.2 (Phase 2)

Task 1.2 – Kickoff Meeting

Kimley-Horn will initiate the process through an initial project orientation meeting with City staff to be conducted via Microsoft (MS) Teams, Zoom, or similar platform to discuss communication protocols, project approach, Code considerations, schedule, and deliverables. This meeting will be planned within two weeks of notice to proceed (NTP). Kimley-Horn and City staff will also discuss interpretations, variances, items for consideration by staff, and similar.



Task 1.3 – Zoning Map Digitization and Issue Identification

Kimley-Horn will coordinate with staff to obtain available information, including records of previous planning and development-related applications and variances, including GIS/zoning data. Kimley-Horn will coordinate with the City to receive the updated future land use map and will digitize the data as necessary. Working with staff, Kimley-Horn will review the City's Land Development Regulations and prepare a summary evaluation/matrix in spreadsheet format providing:

- A written evaluation of the current Code Provisions (Articles I–XI) as well as the accompanying (supporting) regulations including the Commercial Code Standards and Subdivision Regulations
- A review of key community goals for change to the Land Development Regulations based on the Comprehensive Land Use Plan and the Tennessee Code Annotated (TCA)
- Recommendations based upon the consistency analysis and recommended best practices from similar communities in an

appendix that includes supporting information and examples from other areas (as appropriate)

- Changes in the state planning standards specific to the Land Development Regulations

The summary also will focus on existing zoning districts; permitted, prohibited, and special use permits, conditional districts; and development (dimensional) criteria, such as setbacks, yard requirements, parking, landscaping/open space, and signage.

Kimley-Horn will review the matrix with City staff via a teleconference call and revise the matrix up to two times based on staff comments.

Task 1.4 – Annotated Outline

Kimley-Horn will prepare an annotated outline based on the review matrix and comments received from City staff. The annotated outline will identify the form, contents, and structure of the updated Ordinance for review and comment prior to the commencement of drafting. This information will serve as the foundation for the updated Ordinance and respective standards. The annotated outline will also identify potential formatting and approaches to certain sections of the Ordinance, including recommendations for subdistricts of application. Contents of the annotated outline will include:

- Summary table of contents
- The proposed chapter names and sequence of the Code
- The anticipated key section titles for each chapter
- The proposed text numbering scheme and appearance
- A detailed example of the proposed page layout and text-nesting scheme (that will carry forward one or two agreed-upon sections of the current regulations that are not in need of substantive modification)
- An example of the proposed summary table structure



Phase 2 – Regulations Development (FY 2024-25)

It is understood Phase 2 incorporates portions of Task 1 (Code Development and Adoption) and all of Task 2 (Zoning Map)

Task 1.5 – Draft Ordinance

Kimley-Horn will use the annotated outline to create the new Code. The draft document will be provided to City staff for review and comment assumed to be provided in two modules including general provisions, districts, and uses and development and design standards. Portions of A and B below will be provided with each module. It is understood City staff will consolidate all comments and provide one set of comments to Kimley-Horn for revision.

- A. **Regulatory Standards.** Kimley-Horn will prepare the preliminary draft implementing regulatory standards in a discussion format. Specifically, Kimley-Horn will prepare a draft set of district development standards based on the annotated outline that will include regulatory standards. As part of this assignment, we will provide preliminary illustrative graphics, including graphics and photographs of representative elements, to support the standards.
- B. **Graphics.** Kimley-Horn will verify with City staff the preferred graphics style. The graphics will be general and not specific to one property or project within the City, and upon approval of City staff, will include the following:
 - Bulk development standards addressing lot and site layout based on the development standards recommended in the district standards
 - Standards for parking lot, site, and buildings including design standards
 - Signage
 - Landscape buffers
 - Standards for roadway and pedestrian lighting
 - Up to five complete streets standards, including representative graphics and recommendations for roadway amenities
 - Multimodal standards, including bicycle and pedestrian standards outlining site design criteria

Kimley-Horn will provide the draft document, including graphics, to City staff for review and comment. It is understood City staff will consolidate all comments and provide one set of comments to Kimley-Horn for revision. Kimley-Horn will revise the document up to two times based on City staff comments.

Kimley-Horn will initiate the update of the Zoning Map as part of Task 1.3. It is understood the final, adopted Zoning Map will be provided as part of Phase 2.

Task 1.6 – Draft Code Public Meeting

Upon completion of Task 1.5, Kimley-Horn will prepare a Draft Code for public review and comment and present it as part of up to two meetings total, as part of a meeting with the Steering Committee, Planning Commission, and/or BOMA. It is assumed the workshop and meeting would be the same day and would include a daytime session (i.e., lunch/midday), open house prior to the Planning Commission meeting, and/or opportunities for stakeholder meetings between the daytime session and the open house.

Following the Draft Code Public Meetings, Kimley-Horn will update the Draft Code, also known as the adoption draft. The updated Zoning Ordinance is intended to be consistent with the structure, contents, and layout described in the annotated outline, and will be supplemented with summary tables, simple illustrations, and flow charts. Kimley-Horn will prepare a companion document with annotations regarding the new standards, items for additional consideration (as applicable), and chapter-based summary lists of the key changes between the current regulations and the draft provisions.

Task 1.7 – Adoption of Draft Code

Kimley-Horn will provide City staff with a compiled draft code ("adoption draft") for review and comment. Final graphics are assumed to be a blend of three-dimensional drawings, annotated photographs, and line drawings. The exact number of final graphics will be determined based on the complexity of the illustrations discussed and agreed to during Task 1.2. It is understood this draft will be provided in MS Word format for ease of review and edits.

Based on staff comments, Kimley-Horn will revise the Code up to two times. Kimley-Horn will prepare a final draft Zoning Ordinance for distribution by the City staff to the Planning Commission and posting on the project webpage.

Task 1.8 – Public Hearings

Following posting of the adoption version of the Code on the project webpage, the public notification by City staff, Kimley-Horn will present the revised and updated Code at a total of two public hearings with the Planning Commission or Board of Mayor and Aldermen understood to be Public Hearing #1 and #2. Kimley-Horn will present the Ordinance, key changes from the current provisions, and results of the testing process (if applicable).

As part of Public Hearing #1, Kimley-Horn will meet with City staff prior to the public hearing to review the existing zoning map and determine the locations of recommended Ordinances or conversions from current districts to new zoning districts. Kimley-Horn will prepare a revised map for City review.

As part of Public Hearing #2, Kimley-Horn will present the edited adoption draft necessary to respond to the input provided during the meetings. Kimley-Horn will meet with staff prior to or immediately following Public Hearing #2 to review any final edits and/or the Zoning Map.

Following Public Hearings #1 and #2, Kimley-Horn will prepare a list of comments received and an overview of the necessary edits to the adoption draft of the Code. This scope of services does not anticipate further edits to the Ordinance text until after adoption. Recommendations for change will be tracked in a companion document. It is understood that City staff may meet independently with property owners, stakeholder groups, or similar without Kimley-Horn. In the case that additional meetings are conducted, City staff will maintain a list of recommended edits to the adoption draft and provide those to Kimley-Horn for incorporation into the companion document.

Note: Tasks 1.5-1.8 and 2 are understood to be linked and overlap in both the schedule and the deliverables provided to the City. This process will help inform both aspects of this contract.

Task 2 – Zoning Map Development

Concurrent with the development and adoption of the Code, Kimley-Horn will focus on finalizing the review of the City's Zoning Map. Updating the map based on this review will help ensure effective implementation of the Code, particularly where new provisions were adopted. It is assumed that the City will provide the GIS information including parcels, zoning, and similar land use information for Kimley-Horn's use.

Task 2.1 – Draft Zoning Map

Concurrent with the approval of the new Code, Kimley-Horn will work with City staff to prepare a draft Zoning Map.

Task 2.2 – Public Notification and Workshops

Upon completion of the draft Zoning Map and associated summary sheets, Kimley-Horn will assist the City staff in preparing a mailing for the City to notify residents of the upcoming remapping effort. It is understood that City staff will respond to citizen telephone calls and emailed questions and will conduct one-on-one meetings, if necessary.

Kimley-Horn will assist City staff in facilitating one public event/ community workshop assumed to be the same day as either the workshop provided in Task 1.6 or Task 1.8 (locations to be determined). The City will be responsible for securing a meeting location, providing public notice, etc. The workshop is envisioned to be structured as an open house with a brief presentation and opportunities to provide comments and feedback. Kimley-Horn will meet with City staff via teleconference call to conduct a follow-up meeting to discuss how the map should be adjusted based on comments received and as directed by City staff.

Kimley-Horn will revise the draft Zoning Map up to two times as part of this task and provide it to the City staff for review and posting to the project webpage.

It is assumed that the City will provide the GIS information including parcels and zoning for Kimley-Horn's use.

Task 2.3 – Zoning Map Adoption

Upon completion of the revisions developed as part of Task 2.2, Kimley-Horn will present the final Zoning Map to the City as part of its adoption understood to be held concurrently with public hearings in Task 1.8. Following posting of the draft Zoning Map on the project webpage and public notification by City staff, Kimley-Horn will present the revised and updated Zoning Map at a total of two public hearings with the Planning Commission and Board Commissioners.

Kimley-Horn will provide the City with the updated GIS information used in the creation of the Zoning Map. It is understood the GIS information will be updated using the City's available information and provided in a consistent format as the format provided by the City.

Phase 3 – Testing (Optional Task)

The main purpose of this task is to test the draft code provisions through comparisons of recently approved developments with the proposed standards. The testing exercise helps to measure the impact of the proposed regulations and to minimize any unanticipated consequences that could result from the application of the draft standards to sites in the City.

Task 3.1 – Initial Meeting and Testing

Kimley-Horn will meet via conference call or as part of a previous regular scheduled meeting to identify the properties (sites). Specifically, Kimley-Horn will perform the following:

- A. **Review and Testing.** Kimley-Horn will work with the City to identify potential sites or projects that demonstrate the interaction of the draft regulations via the previous approvals. Potential sites could include both residential and non-residential properties and/or a mixed-use property. It is understood the site testing review would provide written comments identifying the various components of the proposed code as it relates to the plan identifying consistency and/or consistency with the standards.
- B. **Revision.** Kimley-Horn will conduct a conference call with City staff to review comments regarding the testing. Kimley-Horn will make these summaries available to the City for distribution as deemed appropriate.

Task 3.2 – Site Plans/Conceptual Plans

(Fee will be determined subject to the specific site and/or requested level of detail. Details including the fee will be agreed upon with Staff prior to initiation of this task.)

Upon request by the City, Kimley-Horn can prepare a site plan/ conceptual plan (testing graphics) for sites addressing the proposed standards. The site testing graphics would include simplified graphics and illustrate key features only; no site-specific or detail-specific elements would be illustrated (i.e., detailed architectural elements). The draft site layouts will be general and include a series of notes or callouts that identify how the draft provisions differ from the City's current regulations.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Meetings, workshops, public hearings, and similar beyond those identified above. Depending on the nature of the meetings, workshops, and/or public hearings, additional items in this category typically range between \$1,500 to \$2,500 per meeting plus travel expenses.
- Post Zoning Ordinance adoption amendments to the comprehensive land use plan (scope and fee to be provided post-adoption based on the agreed upon amendments).
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis, or manipulation of data, or the creation of infrastructure information from non-GIS sources (i.e., conversion from hard copies/PDFs) beyond that referenced in the above scope of services. It is understood the City's zoning map and related information is parcel-based and not polygon-based (not tied to parcels).
- Additional revisions beyond those referenced in the above scope of services. Due to the nature of revisions, a typical range for revisions is not possible to provide. Kimley-Horn can provide a detailed scope and fee for a specific revision upon request by the City.
- Any additional community planning, urban design, economic and engineering studies, and codes other than those prescribed in this scope.



Approaches to Monitor Timelines, Performance, and Costs

Timelines

Kimley-Horn has a proven record of delivering high-quality projects on time and within budget. To successfully accomplish this, during project scoping, Kimley-Horn will work closely with the City to set a project schedule that meets all major milestones. From here, our staff will set up an internal work plan with all appropriate disciplines that meets or exceeds the proposed schedule. At the scoping stage, our discipline leads will work to identify any potential issues that may lead to major schedule delays and will diligently work to find solutions to mitigate those foreseeable risks.

Kimley-Horn has a process in place to make sure that the team's resources are available to meet your project needs. This process, called "cast-aheads," allows us to schedule workload on a one-week, one-month, and six-month horizon to help ensure that our project managers have access to the appropriate production resources to meet their projects' ever-evolving needs.

Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules and ensuring a project's success. With that in mind, our project-specific work plans will identify critical project milestones and deliverable dates. We then will actively manage our team resources to meet or exceed the agreed-upon schedules and keep your projects on track.

Performance

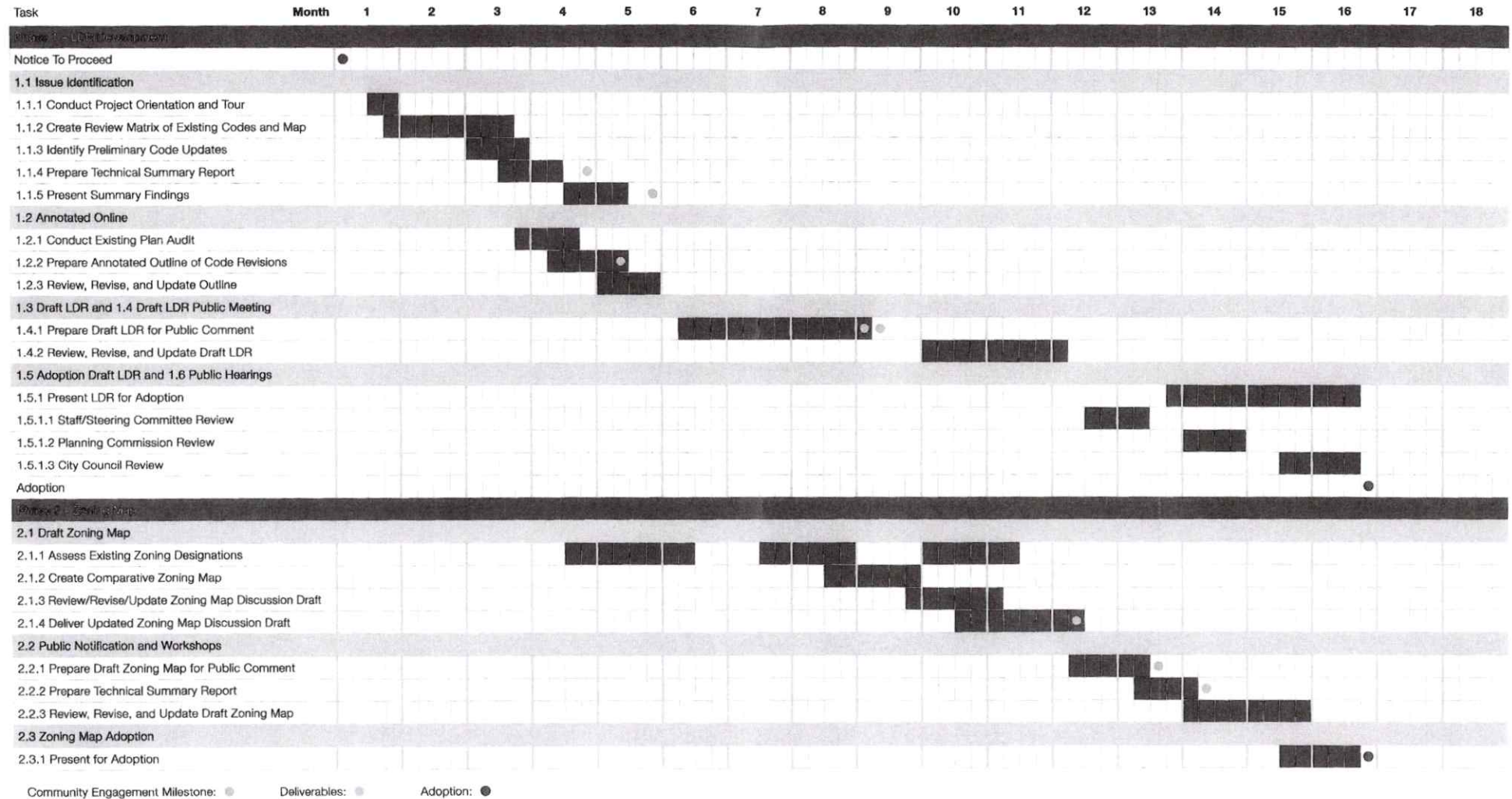
Kimley-Horn has been committed to quality performance and improvement throughout the firm's more than 56 years of practice. Ninety percent of the work we do is for repeat clients. Our firm takes pride in partnering with our clients and meeting their needs in a timely manner, and we are committing this high level of service to the City on this project.

Cost Control

We recognize that budget control is critical to the success of your project. Cost control is inherently tied to people. Their experiences, vision, management styles, and philosophies all affect significant components of a project approach and its execution. One of the important cost control mechanisms will be the team's previous experiences and lessons learned. Identifying realistic goals, developing a focused action plan that addresses only those items necessary to accomplish the goals, anticipating the implications of decisions made in early phases to future phases, and preparing a mechanism for addressing unexpected challenges are important in establishing cost control. They build the framework for completing a successful project within budget.

Proposed Expedited Time Schedule

The schedule below assumes an 18-month time frame; however, the schedule can be modified and/or reduced based on discussions with City staff. Kimley-Horn can and will negotiate the schedule as needed. **Kimley-Horn has no existing contractual commitments of similar scope and priority that would have a negative impact on our team's ability to service this Land Development Regulations contract.**



Community Engagement Milestone: ●

Deliverables: ●

Adoption: ●

OTHER BUSINESS...

PUBLIC NOTICE
CITY OF WHITE HOUSE, TENNESSEE

Notice is hereby given that the Board of Mayor and Aldermen of the City of White House, Tennessee will meet in regular public session for calendar year 2024 on the third Thursday of each month. All meetings will be held at 7:00 p.m. in the Board Room of the Billy S. Hobbs Community Center located at 105-D College Street.

January 18, 2024
February 15, 2024
March 21, 2024
April 18, 2024
May 16, 2024
June 20, 2024

July 18, 2024
August 15, 2024
September 19, 2024
October 17, 2024
November 21, 2024
December 19, 2024

All Special Called Meeting and Study Sessions of the Board will be posted on the City website at least three days in advance and will generally be published in the *White House Connection*.

The Board of Mayor and Aldermen will transact at its public meetings all matters that it may lawfully consider.

DISCUSSION ITEMS...

OTHER INFORMATION....

Budget Calendar for FY 2024-2025 Annual Budget

<u>Task</u>	<u>Date</u>	<u>Check</u>
CIP templates (including 6-year CIP schedules) distributed to Dept. Heads by Admin. Svcs.	Thursday, January 11, 2024	
Department Head Budget Retreat 1.) New position requests 2.) Capital project requests 3.) Proposed fee increases	Thursday, January 25, 2024	
6-year CIP submissions due to Admin. Svcs.	Thursday, February 15, 2024	
List of projects/expenditures between \$5k - \$25k due from Dept. Heads at individual meeting with City Administrator at time mutually scheduled	Monday - Thursday, February 26 – 29, 2024	
Projection Scenario Worksheets prepared by Finance and access given to Departments.	Thursday, March 28, 2024	
Board of Mayor and Aldermen Budget Retreat	Thursday, April 4, 2024	
Current year projections and next year proposed expenditures due to Finance from Directors.	<u>Thursday, April 11, 2024</u> <u>*Extremely Time Sensitive*</u>	
Next year CIP (funding source) summary sheet due to Finance from Admin. Svcs.	<u>Thursday, April 18, 2024</u>	
Salary projections including, breakdown of city cost for insurance by departments for insurance (Life, LTD, Health, Dental), salary adjustments, Longevity Pay, Authorized Position Schedule, Authorized Position FY Comparison and Benefit Summary Chart due to Finance from HR	<u>Thursday, April 18, 2024</u> <u>*Extremely Time Sensitive*</u>	
Current year revenue projections and next year proposed revenue detail due to City Administrator from Finance. City Administrator & Finance review proposed budget	Monday - Thursday, May 6 - 9, 2024	
Board Study Session	Tuesday, May 14, 2024	
Budget Ordinance delivered to Board of Mayor and Aldermen	Tuesday, May 21, 2024	
CIP detail sheets due to Purchasing Coordinator for review from Departments (sheets due to Admin. Svcs. after reviewed)	Thursday, May 23, 2024	
First Reading of Budget (Special-Called Board Meeting)	Thursday, May 23, 2024	
Budget publication due 10 days before final passage	Tuesday, May 28, 2024	
Public Hearing and Second Reading of Budget (Regular Mtg.)	Thursday, June 20, 2024	
Beginning of FY 2024-2025 Annual Budget	Monday, July 1, 2024	