

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
July 18, 2024
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 June 20th Board of Mayor and Aldermen meeting.
7. Welcome Visitors
8. Proclamation
9. Public Comment
10. Public Hearings
 - a. **Ordinance 24-07:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, Section 18-301.
 - b. **Ordinance 24-08:** An ordinance amending the Municipal Code Title 8, Chapter 2 Beer Sections 8-207 and 8-214.
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. None
14. Consideration of the Following Ordinances:
 - a. **Ordinance 24-07:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, Section 18-301. *Second Reading.*
 - b. **Ordinance 24-08:** An ordinance amending the Municipal Code Title 8, Chapter 2 Beer Sections 8-207 and 8-214. *Second Reading.*
 - c. **Ordinance 24-09:** An ordinance amending Article IV and Article V of the Zoning Ordinance concerning permitted uses and special exception uses. *First Reading.*

- d. **Ordinance 24-10:** An ordinance amending the Zoning Map from Robertson County R-20, Low Density Residential, to C-2, General Commercial, at 2813 Hwy 31W. *First Reading.*

15. Purchasing:

- a. To approve or reject City Administrator Gerald Herman to acquire by purchase or condemnation of rights-of-way on a portion of land owned by several property owners for the Pleasant Grove Intersection Improvements project in the amount of \$189,597.23. The City Administrator recommends approval.
- b. To approve or reject for City Administrator Gerald Herman to sign an agreement for CSR Engineering for construction administration services for the North Palmers Chapel Road widening project in the amount of \$24,594.00. The City Administrator recommends approval.
- c. To approve or reject for City Administrator Gerald Herman to sign an agreement for CSR Engineering for engineering services for the Sage Road widening project in the amount of \$39,894.00. The City Administrator recommends approval.
- d. To approve or reject for City Administrator Gerald Herman to sign an agreement for CSR Engineering for construction administration services for the Pleasant Grove Intersection Improvements project in the amount of \$44,220.00. The City Administrator recommends approval.
- e. To approve or reject for City Administrator Gerald Herman to sign an agreement for CSR Engineering for engineering services for the Calista Road Widening and Sidewalks project in the amount of \$192,210.00. The City Administrator recommends approval.
- f. To approve or reject for City Administrator Gerald Herman to sign an agreement for CSR Engineering for engineering services for the US31W and Marlin Road Intersection project in the amount of \$128,350.00. The City Administrator recommends approval.
- g. To approve or reject City Administrator Gerald Herman to sign the Memorandum of Agreement (MOA) with the U.S. Census Bureau to conduct a full Special Census in the amount of \$581,267.00. The Administrative Services Director recommends approval.
- h. To approve or reject single source request for EnviroScience for toxicity identification and reduction evaluation (TIE/TRE) testing. The Wastewater Director recommends approval.
- i. To approve or reject the purchase of a Kubota U17VR1 compact mini-excavator from RJV Kubota off the Sourcewell Contract# 031121-KBA in the amount of \$29,499.43. The Wastewater Director recommends approval.
- j. To approve or reject for City Administrator Gerald Herman to sign an agreement in the amount of \$81,500.00 for CSR Engineering to design the replacement for the Wilkinson Lane Lift-Station. The Wastewater Director recommends approval.
- k. To approve or reject the purchase of two (2) 2024 Ford F-350XL chassis-cab trucks from National Auto Fleet Group off the Sourcewell Contract# 091521-NAF in the amount of \$165,444.48. The Wastewater Director recommends approval.
- l. To approve or reject the sole source purchase of two (2) Busch RC0630 vacuum sewer pumps from AirVac in the total amount of \$55,473.00. The Wastewater Director recommends approval.
- m. To approve or reject the change order from Norris Bros. Excavating, LLC for installation of Phase 5 of the new Southern Force Main Project in the amount \$1,243,380.00. The Wastewater Director recommends approval.

16. Other Business:

- a. To approve or reject appointments to various Boards and Commissions.
- b. TEFRA Approval Certificate of the Mayor for Goodwill Industries of Middle Tennessee, Inc.

17. Discussion Items:

- a. None

18. Other Information:

- a. None

19. Adjournment:

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
June 20, 2024
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00pm.

2. Prayer by Community Pastor

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

3. Pledge by Aldermen

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

4. Roll Call

Mayor Corbitt – Absent; Ald. Matthews - Present; Ald. Silver – Absent; Vice-Mayor 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 May 13th Joint Study Session, May 14th Study Session, May 16th regularly scheduled, and May 23rd Special Called Board of Mayor and Aldermen meetings.

Motion was made by Ald. Spicer, second by Ald. Wall to approve the minutes. A voice vote was called for with all members voting aye. **The May 13th Joint Study Session, May 14th Study Session, May 16th regularly scheduled, and May 23rd Special Called Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Corbitt welcomed all visitors.

8. Proclamation

Mayor Corbitt read a proclamation to recognize Mandy Christenson for her ten years of outstanding service and leadership at the White House Area Chamber of Commerce.

9. Public Comment

Ms. Vanessa Baker of White House spoke regarding stormwater and flooding issues around her home.

10. Public Hearings

- a. **Resolution 24-05:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee.

No one spoke for or against.

- b. **Resolution 24-07:** An initial resolution authorizing a loan agreement with The Public Building Authority of Sevier County, Tennessee in a principal amount not to exceed \$11,000,000 to finance the construction and improvement of roads, streets, bridges and highways and payment of the costs incident to the financing.

No one spoke for or against.

- c. **Resolution 24-08:** A loan resolution authorizing a loan agreement with The Public Building Authority of Sevier County, Tennessee in a principal amount not to exceed \$11,000,000 to finance the construction and improvement of roads, streets, bridges and highways and payment of the costs incident to the financing.

No one spoke for or against.

- d. **Ordinance 24-04:** An ordinance to amend the Zoning Map from Sumner County Residential, to General Commercial, C-2, at 170 Old Highway 31W.

No one spoke for or against.

- e. **Ordinance 24-05:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee.

No one spoke for or against.

- f. **Ordinance 24-06:** An ordinance adopting the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

No one spoke for or against.

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

Ald. Wall thanked Mandy Christenson for her 10 years with the White House Chamber of Commerce. Ald. Wall also thanked Ms. Baker for voicing her concerns regarding stormwater issues and assured her that they are actively working on resolving those issues.

Ald. Spicer thanked Mandy Christenson for her 10 years with the White House Chamber of Commerce.

Ald. Matthews congratulated the White House Public Library on the great success of the 2024 Fandom Fair event.

City Administrator Gerald Herman announced that the Splash Pad reopened today after a brief closure to install a new re-circulating tank. Mr. Herman continued that the tank is working more efficiently than the previous one. Mr. Herman stated that the families have been at the Splash Pad all day enjoying both the splash pad and the nearby playground.

City Administrator Gerald Herman discussed that the Soccer Complex parking lot is still under construction. Mr. Herman mentioned that the stone and asphalt binder are nearly finished. Mr. Herman continued that all underground wiring for the light poles are finished and most of the parking lot lights are up but not currently operational. Mr. Herman stated that the concrete sidewalk and curbing should be in place before the Americana Celebration event on July 6th.

City Administrator Gerald Herman stated that the White House Youth Soccer Association will be hosting a 3v3 soccer tournament the weekend after the Americana Celebration at the Soccer Complex. Mr. Herman mentioned that this tournament is a well-attended event. Mr. Herman noted that he expressed the need to the contractor for the use of the parking lot for both events. Mr. Herman stated that Rogers Group have agreed to work around both event schedules.

City Administrator Gerald Herman noted that the Public Services Department are reviewing complaints from property owners for rainwater damage throughout the City. Mr. Herman stated that the department is prioritizing projects to address the problem areas. Mr. Herman mentioned that the number one concern is finding solutions to keep water out of residents' homes. Mr. Herman discussed that the department has been putting a project list together and will publicize the list on the City's website once finalized.

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 | |

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

13. Consideration of the Following Resolutions:

- a. **Resolution 24-04:** Whereas, T.C.A. 6-51-102 as amended requires that a Plan of Service be adopted by the governing body of the city prior to passage of an ordinance annexing any area.

Motion was made by Ald. Matthews, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Resolution 24-04 was approved on First Reading.**

- b. **Resolution 24-05:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

Motion was made by Ald. Silver, second by Ald. Spicer to approve. A roll call vote was called for with all members voting aye. Motion passed. **Resolution 24-05 was approved on Second Reading.**

- c. **Resolution 24-06:** A resolution authorizing appropriations for financial aid of non-profit organizations.

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 with all members voting aye. Motion passed. **Resolution 24-06 was approved on First Reading.**

- d. **Resolution 24-07:** An initial resolution authorizing a loan agreement with The Public Building Authority of Sevier County, Tennessee in a principal amount not to exceed \$11,000,000 to finance the construction and improvement of roads, streets, bridges and highways and payment of the costs incident to the financing.

Motion was made by Ald. Wall, second by Ald. Spicer to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Resolution 24-07 was approved on First Reading.**

- e. **Resolution 24-08:** A loan resolution authorizing a loan agreement with The Public Building Authority of Sevier County, Tennessee in a principal amount not to exceed \$11,000,000 to finance the construction and improvement of roads, streets, bridges and highways and payment of the costs incident to the financing.

Motion was made by Ald. Spicer, second by Ald. Silver to approve. A roll call vote was called for with all members voting aye. Motion passed. **Resolution 24-08 was approved on First Reading.**

- f. **Resolution 24-09:** A resolution approving certain amendments and revisions to the Personnel Manual.

Motion was made by Ald. Spicer, second by Ald. Wall to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Resolution 24-09 was approved on First Reading.**

14. Consideration of the Following Ordinances:

- a. **Ordinance 24-04:** An ordinance to amend the Zoning Map from Sumner County Residential, to General Commercial, C-2, at 170 Old Highway 31W. *Second Reading.*

Motion was made by Ald. Spicer, second by Ald. Wall to approve. A roll call vote was called for with all members voting aye. Motion passed. **Ordinance 24-04 was approved on Second Reading.**

- b. **Ordinance 24-05:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *Second Reading.*

Motion was made by Ald. Spicer, second by Ald. Wall to approve. A roll call vote was called for with all members voting aye. Motion passed. **Ordinance 24-05 was approved on Second Reading.**

- c. **Ordinance 24-06:** An ordinance adopting the annual budget for the fiscal year beginning July 1, 2024, and ending June 30, 2025. *Second Reading.*

Motion was made by Ald. Spicer, second by Ald. Wall to approve. A roll call vote was requested by Mayor Corbitt; Ald. Matthews – no; Ald. Spicer – aye; Ald. Silver – no; Ald. Wall – aye; Mayor Corbitt – aye. Motion passed. **Ordinance 24-06 was approved on Second Reading.**

- d. **Ordinance 24-07:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees, and Charges, Section 18-301. *First Reading.*

- e. **Ordinance 24-08:** An ordinance amending the Municipal Code Title 8, Chapter 2 Beer Sections 8-207 and 8-214. *First Reading.*

Motion was made by Ald. Spicer, second by Ald. Matthews to discuss. After discussion, a motion was made by Ald. Spicer, second by Ald. Wall to approve. A voice vote was called for with all members voting aye. Motion passed. **Ordinance 24-08 was approved on First Reading.**

15. Purchasing:

- a. To approve or reject the bid from Key Heating and Cooling in the amount of \$27,900 annually and allow City Administrator Gerald Herman to execute a three (3) year agreement for HVAC preventative maintenance for all city-owned facilities. The Administrative Services Director recommends approval.

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

- b. To approve or reject single source requests for FY 2024-2025. The Wastewater Director recommends approval.

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

16. Other Business:

- a. To approve or reject subdivision infrastructures and street acceptance for Concord Springs Phase 2. The Planning and Codes Director recommends approval.

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

- b. To approve or reject the Library Board Chair to enter into the Tennessee State Library and Public Library Service Agreement. The Library Director recommends approval.

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

- c. To approve or reject appointments to various Boards and Commissions.

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

17. Discussion Items:

- a. None

18. Other Information:

- a. None

19. Adjournment:

Meeting was adjourned at 7:37 pm.

ATTEST:

John Corbitt, Mayor

Derek Watson, City Recorder

REPORTS....

Administrative & Legislative Services Department
June 2024

Administration

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

- June 3:
 - Staff Plan Reviews
- June 4:
 - Purchasing Coordinator/ Risk Management Specialist Interviews
 - Beer Board Meeting
- June 5:
 - White House Recreation Center Meeting
- June 10:
 - Department Head Staff Meeting
 - Americana Celebration Planning Meeting
 - Stormwater Advisory Board Meeting
 - Planning Commission
- June 11:
 - Robertson County Economic Development Board
- June 12:
 - Ribbon Cutting for The Mill at White House
- June 13:
 - Mayor Update Meeting
- June 20:
 - Robertson County Chamber Meeting
 - Ribbon Cutting for Fellowship Coffee House
 - Board of Mayor and Alderman Meeting
- June 24:
 - Department Head Staff Meeting
 - Soccer Complex Update Meeting
- June 25:
 - Beer Board Meeting
- June 26 :
 - RTA Board Meeting
 - GNRC Meeting
- June 27:
 - Ribbon Cutting for Sage North
 - MTAS 75th Anniversary Celebration

**Administrative & Legislative Services Department
June 2024**

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	\$24,535,845	↓28.38
Economic Development	\$136,600	\$127,362	↓6.76
State Street Aid	\$505,000	\$439,323	↓3.10
Parks Sales Tax	\$2,296,000	\$923,017	↓59.79
Solid Waste	\$1,657,227	\$1,413,149	↓14.72
Parks Impact Fees	\$1,055,000	\$1,017,741	↓3.53
Police Impact Fees	\$110,000	\$101,112	↓8.08
Fire Impact Fees	\$274,000	\$53,044	↓80.84
Road Impact Fees	\$650,000	\$650,000	0.00
Police Drug Fund	\$25,000	\$24,124	↓3.50
Debt Services	\$2,512,200	\$2,398,359	↓4.53
Wastewater	\$15,952,225	\$13,743,058	↓13.84
Dental Care	\$100,000	\$74,196	↓25.80
Stormwater Fund	\$1,672,625	\$1,360,960	↓18.63
Cemetery Fund	\$42,690	\$33,023	↓22.63

*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	98	84	73	71	58	72	104
January	125	116	117	123	81	122	177
February	132	111	105	75	93	119	113
March	112	145	145	106	107	131	142
April	147	103	105	154	85	138	185
May	174	138	153	133	82	129	121
June	49	35	52	47	45	50	52
Total	1,722	1,517	1,506	1,355	1,199	1,595	1,813

Purchase Orders by Dollars	April 2024	FY 2024	FY 2023	FY 2021	Total for FY24	Total for FY23	Total for FY22
Purchase Orders \$0-\$9,999	48	1,654	1,448	1281	\$1,922,492.41	\$1,645,212.29	\$1,640,827.83
Purchase Orders \$10,000-\$24,999	1	28	32	29	\$471,516.05	\$421,438.69	\$404,406.65
Purchase Orders over \$25,000	0	40	37	45	\$14,573,250.85	\$39,313,456.65	\$11,687,700.37
Total	49	1,722	1,517	1355	\$16,967,259.31	\$41,380,107.63	\$13,732,934.80

**Administrative & Legislative Services Department
June 2024**

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 Requests	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.	38	32	39	13	156	30,202	27,768	22,904	17,483	847,724
Jan.	46	53	56	108	67	32,467	31,686	26,942	17,123	720,531
Feb.	58	47	52	135	22	35,251	28,043	23,253	19,796	N/A
Mar.	43	62	57	39	85	35,610	30,614	30,026	22,930	N/A
April	50	72	68	101	43	44,802	31,817	31,127	20,881	N/A
May	41	51	54	38	27	41,768	35,606	31,335	23,514	5,998
June	32	42	674	214	48	44,887	23,919	34,600	30,909	10,251
Total	548	640	609	884	901	433,065	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.	3	10	10	10
Jan.	3	18	18	11
Feb.	1	10	9	20
Mar.	4	9	14	11
April	4	11	11	7
May	6	3	10	11
June	5	1	10	11
Total	49	114	124	258

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

	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.	34	70	42	27
Jan.	61	61	41	18
Feb.	82	20	41	72
March	66	41	38	36
April	61	68	26	26
May	81	50	39	48
June	66	47	47	58
FY Total	682	588	495	383

**Administrative & Legislative Services Department
June 2024**

White House Farmers Market 2024

	Application Fees # (amount collected)	Booth Payments (\$)
January	3(\$45)	2(\$300)
February	6(\$90)	5(\$660)
March	3(\$45)	4(\$510)
April	7(\$105)	9 (\$1,260)
May	10(\$150)	9(\$1,080)
June	6(\$90)	8(\$900)
July		
August		
September		
October		
November		
December		
Total	35(\$525)	37(\$4,650)

Building Maintenance Projects

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

	2023-2024 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	8	17	19	3	8	19
January	14	11	6	11	16	14	16
February	7	10	8	16	18	7	21
March	7	16	14	12	11	7	17
April	10	6	13	17	2	12	25
May	17	34	20	25	11	6	26
June	15	19	14	31	10	9	23
Total	158	187	164	200	98	162	266

**Finance Department
June 2024**

Finance Section

During June the Finance Office continued working on FYE 6/30/2025 budget tasks, continued working on transitioning to Regions Bank, and began preparing for closing FYE 6/30/2024 financial records. The total property taxes billed for tax year 2023 was \$5.6 million. As of the end of June, approximately \$5.5 million (98.2%) was collected. Members of the Finance Office also participated in the following events during the month:

June 3: Wastewater Treatment Plant project financial review
 June 10: Stormwater Advisory Board
 June 11: Financial overview with Sean Pfalzer
 June 18: Finance Staff meeting
 June 20: Monthly BMA meeting
 June 24: EnerGov User meeting
 June 26: Regions Bank virtual meeting
 June 26: Regions ACH Alert training

Performance Measures

* = Data Not Currently Available

Business License Activity	June 2024	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
Opened	6	91	95	92	76	69
Closed (notified by business)	0	11	9	7	6	10

Accounts Payable	June 2024	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
Total # of Invoices Processed	712	5657	4455	4254	4079	4003

Finance Office Calls / Emails	June 2024	May 2024	Apr 2024	Mar 2024	FY 2024 Total	FY 2023 Total
Total Calls	906	1,045	1,147	1,010	*	*
Calls per day	61	62	64	64	*	*
Total Emails Sent/Received	3,534	3,344	3,851	3,142	*	*
Emails per day	236	197	214	197	*	*

**Finance Department
June 2024**

Finance Cashiering Transactions (#)	June 2024	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
In-Person	361	7,459	6,369	*	*	*
Drop Box / Mail	956	13,986	15,138	*	*	*
Online	2,682	32,727	28,084	*	*	*
Deposit Batches Prepared	186	2,684	2,594	*	*	*

Utility Billing	June 2024	FY 2024 Total	FY 2023 Total	FY 2022 Total	FY 2021 Total	FY 2020 Total
New Build Applications (#)	56	588	307	284	357	171
Move In Applications (#)	108	1071	926	977	737	649
Total Applications (#)	164	1659	1233	1261	1094	820
Electronic new customer signups (#)	81	796	476	410	300	127
Electronic new customer signups (%)	49%	48%	39%	33%	27%	15%
Move Outs (#)	20	342	831	898	743	602
Addl. Trash/Recycle Req. Accts. (#)	3	*	*	*	*	*
New Build Account Activations (#)	33	*	*	*	*	*
Accounts Billed (#)	5882	*	*	*	*	*
Disconnect Warning Calls / Emails (#)	250	*	*	*	*	*
Disconnect Warning Letters (#)	80	*	*	*	*	*
Non-Active / Delinquent Disconnects (#)	29	*	*	*	*	*
Delinquent Accts. Ref. to Collections (#)	12	*	*	*	*	*
Delinquent Accts. Ref. to Collections (\$)	\$2,610	*	*	*	*	*
Successful Delinquent Collections (\$)	\$173	*	*	*	*	*
Processed Account Adjustments (#)	26	*	*	*	*	*
Denied Account Adjustments (#)	1	*	*	*	*	*
Auto Draft Pre-Notes (#)	29	*	*	*	*	*
Returned Payments (#)	5	*	*	*	*	*

**Finance Department
June 2024**

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	10,415,893	83%
Economic Development Fund	141,900	42,570	249,574	176%
State Street Aid Fund	456,800	137,040	313,324	69%
Parks Sales Tax Fund	1,093,500	328,050	720,749	66%
Solid Waste Fund	1,577,500	473,250	1,011,030	64%
Parks Impact Fees Fund	440,484	132,145	33,323	8%
Police Impact Fees Fund	315,200	94,560	1,173,898	372%
Fire Impact Fees Fund	208,200	62,460	747,991	359%
Roads Impact Fees Fund	421,800	126,540	552,030	131%
Police Drug Fund	5,250	1,575	44,888	855%
Debt Services Fund	2,530,300	759,090	1,146,632	45%
Wastewater Fund	6,293,000	1,887,900	8,601,483	137%
Dental Care Fund	78,300	23,490	174,879	223%
Stormwater Fund	1,100,750	330,225	950,135	86%
Cemetery Fund	55,450	16,635	273,283	493%

Balances do not reflect encumbrances not yet expended.

The Finance Department's goal is to meet or exceed each fund's total revenues as proposed in the approved budget as set by the Board of Mayor and Aldermen by the end of the fiscal year 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	13,340,052	↑ 6.08%
Economic Development Fund	141,900	153,498	↑ 8.17%
State Street Aid Fund	456,800	476,499	↑ 4.31%
Parks Sales Tax Fund	1,093,500	1,196,528	↑ 9.42%
Solid Waste Fund	1,577,500	1,636,396	↑ 3.73%
Parks Impact Fees Fund	440,484	741,341	↑ 68.30%
Police Impact Fees Fund	315,200	514,496	↑ 63.23%
Fire Impact Fees Fund	208,200	339,360	↑ 63.00%
Roads Impact Fees Fund	421,800	643,985	↑ 52.68%
Police Drug Fund	5,250	10,195	↑ 94.19%
Debt Services Fund	2,530,300	2,748,016	↑ 8.60%
Wastewater Fund	6,293,000	7,101,217	↑ 12.84%
Dental Care Fund	78,300	90,620	↑ 15.73%
Stormwater Fund	1,100,750	1,161,692	↑ 5.54%
Cemetery Fund	55,450	54,087	↓ 2.46%

*Realized amounts reflect revenues realized from July 1, 2023—June 30, 2024

**Human Resources Department
June 2024**

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

June 03: Detective Interviews

June 04: Purchasing Coordinator / Risk Management Specialist Interviews

June 07: Chamber of Commerce Movies Under the Stars - Minions

June 11: Return to Work Coordinator Training

June 12: Part Time Facilities Technician Interviews
Ribbon Cutting for The Mill at White House

June 15: Chamber of Commerce Music Under the Stars - The Spyders

June 20: Board of Mayor and Alderman Meeting

June 21: Chamber of Commerce Movies Under the Stars - Wonka

June 25: Return to Work Coordinator Training
Chamber of Commerce Power Hour - El Ranchero Powered by Stay Positive News

June 27: Ribbon Cutting for Sage North
MTAS 75th Anniversary Celebration

June 28: Chamber of Commerce Movies Under the Stars - Trolls Band Together

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	0

Three-year average: 6.33

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
January	1	1	0	1
February	0	0	1	0
March	1	0	0	2
April	1	0	0	1
May	1	0	1	0
June	1	0	1	3
Total	7	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	0	2	0	0

Three-year average: 5.33

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

Human Resources Department
June 2024

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	1	2

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

	FYE 2024	FYE 2023	FYE 2022	FYE 2021
January	2	0	4	2
February	2	0	2	0
March	0	2	3	0
April	2	0	2	2
May	1	0	2	0
June	2	1	1	3
Total	17	10	19	12
Percentage	13.39%	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	0	1 (T)

Three-year average: 1.667

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

**Police Department
June 2024**

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in June:** Beer Board Meeting (June 4th and 25th), White House Rotary (June 6th, 13th & 20th), Department Head Meeting (June 10th & 24th), Sumner County Drug Task Force Meeting (June 20th), Board of Mayor & Alderman Meeting (June 20th) and Touch a Truck at White House Farmers Market (June 26th).

➤ **Police Department Administration Performance Measurements**

Achieve our 5th re-accreditation from the Tennessee Law Enforcement Accreditation program by December 2026.

Achieve our 5th re-accreditation award from the Tennessee Law Enforcement Accreditation program by December 2026.

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

She already has more than 50% of the proofs done for 2024.

Susan Johnson will be attending the 2024 LEACT conference in September in Pigeon Forge, Tn.

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	460	0	460
February	0	300	24	324
March	20	500	38	558
April	0	208	40	248
May	0	242	0	242
June	0	320	0	320
Total	20	2,030	102	2,152

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	June 2024	FY 2023-24
Three (3) Officers per Shift	21	204
Four (4) Officers per Shift	39	510

1. ***Acquire and place into service two Police Patrol Vehicles.*** Four new vehicles have been ordered from Lonnie Cobb Ford. We are currently waiting to receive them.
2. ***Conduct two underage alcohol compliance checks during the Fiscal Year 2023-2024.***
Spring Compliance no Business failed.

**Police Department
June 2024**

3. *Maintain or reduce TBI Group A offenses at the three-year average of 60 per 1,000 population during the calendar year of 2024.*

Group A Offenses	June 2024	Per 1,000 Pop.	Total 2024	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	12	1	71	5
Crimes Against Property	8	1	117	8
Crimes Against Society	26	2	91	6
Total	46	3	279	19
Arrests	76		366	

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

4. *Maintain a traffic collision rate at or below the three-year average of 446 collisions by selective traffic enforcement and education through the Tennessee Highway Safety Program during calendar year 2024.*

	June 2024	TOTAL 2024
Traffic Crashes Reported	40	214
Enforce Traffic Laws:		
Written Citations	63	289
Written Warnings	20	244
Verbal Warnings	259	1,796

5. *Maintain an injury to collision ratio of not more than the three-year average of 11% by selective traffic enforcement and education during the calendar year 2024.*

COLLISION RATIO				
<u>2024</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
June	40	7 YTD 24	18%	11% YTD 214

Staffing:

- Officer Devin Keen is on FTO. He will be going to the Tennessee Law Enforcement Academy in July 7th.
- Cpl. Hoffman accepted a lateral move to Detective.
- Testing to fill the open Corporal position on Patrol is July 18th.
- We are continuing to accept applications. As of July 1, 2024, we have five positions open. We will be doing 2 interviews in July.

**Police Department
June 2024**

***Sumner County Emergency Response Team:
June 2024 ERT Activity***

- 04 June – ERT executed a high-risk search warrant in Goodlettsville. Investigators recovered a felony amount of narcotics as well as drug paraphernalia.
- 05 June – ERT executed two high-risk search warrants on separate addresses in Gallatin. Investigators recovered a firearm from the first location. Fentanyl and money were seized from the second location.
- 07 June – ERT executed a high-risk search warrant in Gallatin. Investigators recovered a firearm, narcotics, money, and stolen property.
- 21 June – ERT conducted breaching training at the Days Inn building in White House. This was a joint training event with ERT, Sumner Co EMA, Robertson Co EMA, and the Gallatin Fire Dept. Operators used various tools and methods of entry to gain access to more than 160 doors throughout the property.

Support Services Performance Measurements

1. ***Maintain or exceed a Group A crime clearance rate at the three-year average of 83% during calendar year 2024.***

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
June		

Communications Section

	June	Total 2024
Calls for Service	951	5,619
Alarm Calls	43	240

Request for Reports

	June	FY 2023-24
Requests for Reports	44	296
Amount taken in	\$12.15	\$233.45
Tow Bills	\$225.00	\$875.00
Emailed at no charge	31	336
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

- We used all the Grant money for Traffic Enforcement for overtime from THSO.
- Sgt. Bagwell will be attending the THSO Conference in Cool Springs in August.

**Police Department
June 2024**

Volunteer Police Explorers: Nothing to report currently.

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.*** D.A.R.E. should start in the Fall at White House Middle School.
- ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Discover White House will be in the Fall.
- ***Participate in joint community events monthly to promote the department's crime prevention efforts and community relations programs.***
- June 10,11,12 -The White House Police Department hosted a THSO DUI SFST 24 Hr School. We had 5 Officers Participate.
- June 25th -Sgt. Enck, Cpl. Hoffman, Cpl. Carlson, Ofc. Gerome, Ofc. Railey, and Ofc. Loafman gave out approximately 50-60 popsicles at the splashpad.

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

- June 14th -Sgt. Enck instructed a self-defense at the #NoFilter event, Sgt. Martin assisted me and Officer Sizemore was a group leader for the event.
- We had several Officers and a couple of Civilian employees participate in the Challenger Baseball Game at the City Park.

Upcoming Events:

- 7/3 to 7/6 -Americana

2024 Participation in Joint Community Events		
	<u>June</u>	<u>Year to Date</u>
Community Activities	4	27

**Fire Department
June 2024**



Summary of Month's Activities

Fire Operations

The Department responded to 161 requests for service during the month with 99 responses being medical emergencies. The Department also responded to 10 vehicle accidents of which 6 had injuries, and 4 had no injuries. Of the 161 responses in the month of June there were 38 calls that overlapped another call for service which is 23.6% of our responses for the month. That brings the overlapping call volume for FY23-24 to 385 or 19.05% 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 June from dispatch to on scene time averaged was, five minutes and thirty-three seconds (5:33). The average time a fire unit spent on the scene of an emergency call was nineteen minutes and forty-two seconds (19:42).

Department Event

- June 10th - Train the trainer CPR certification class
- June 11th – Monthly officer meeting
- June 11th – Youth Challenger Baseball game
- June 12th – Station tour for White House First Baptist youth group
- June 25th - 2 personnel attended pipeline emergencies train the trainer class
- June 26th- Touch a Truck at Farmers Market

Fire Administration

- June 3rd – Plans review meeting
- June 5th – Fire Command- Building a command training program
- June 10th – Americana planning meeting
- June 10th – Department head meeting
- June 20th – Board of Mayor and Aldermen meeting
- June 25th – City safety meeting
- June 24th – Department head meeting
- June – Numerous inspections at The Mill and Sage North apartment complexes

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	37
Rescue & Emergency Services	1301
Hazardous Conditions (No Fire)	40
Service Calls	129
Good Intent Call	117
False Alarms & False Call	236
Calls for The Month	161
Total Responses FY to Date	1860

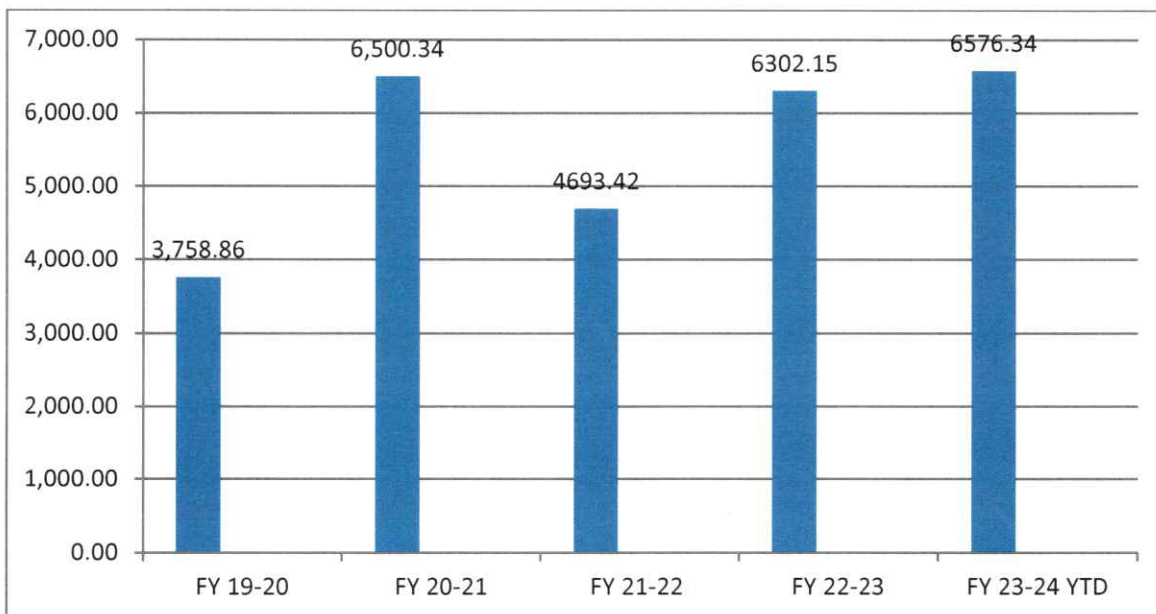
**Fire Department
June 2024**

Response by Station

	Month	FY to Date	%
Station #1 (City Park)	116	1227	65.96%
Station #2 (Business Park Dr)	45	633	34.04%

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	892.34	6576.34

Training breakdown for ISO and NFPA*

	Fire Officer	Company	Facilities	NFPA	Non-ISO
Month	26	345.35	24	86.99	410
Total for FY	266	3006.9	870.5	1100.81	1927.1

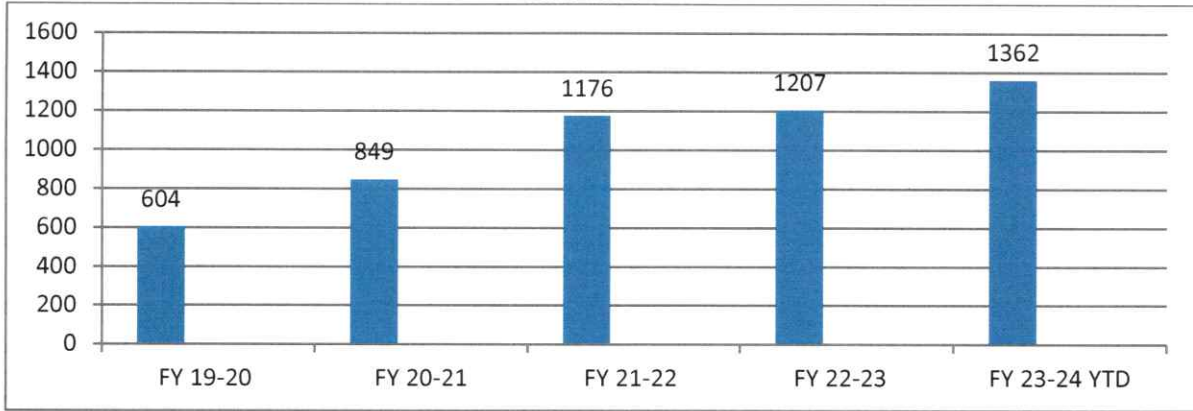
*National Fire Protection Association – The fire service industry standard.

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.

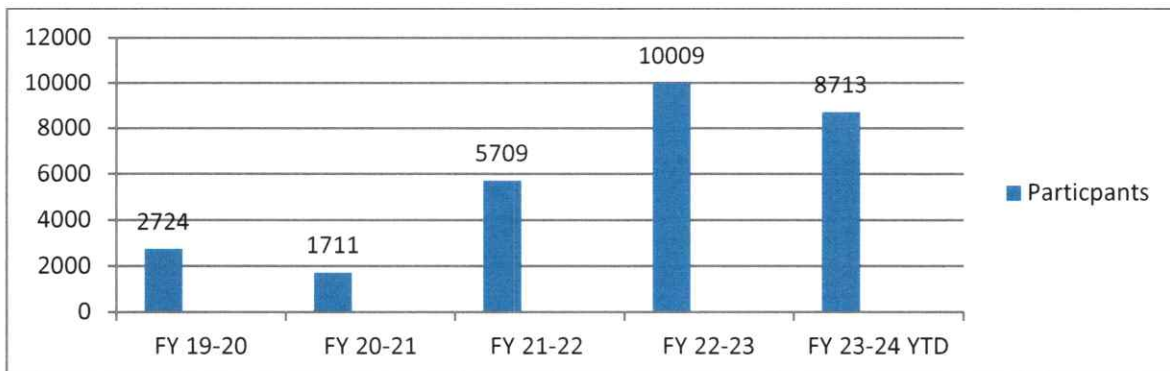
**Fire Department
June 2024**



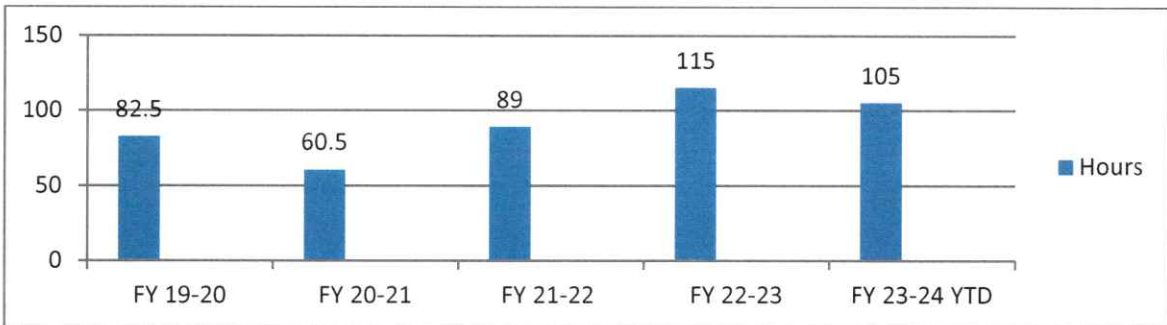
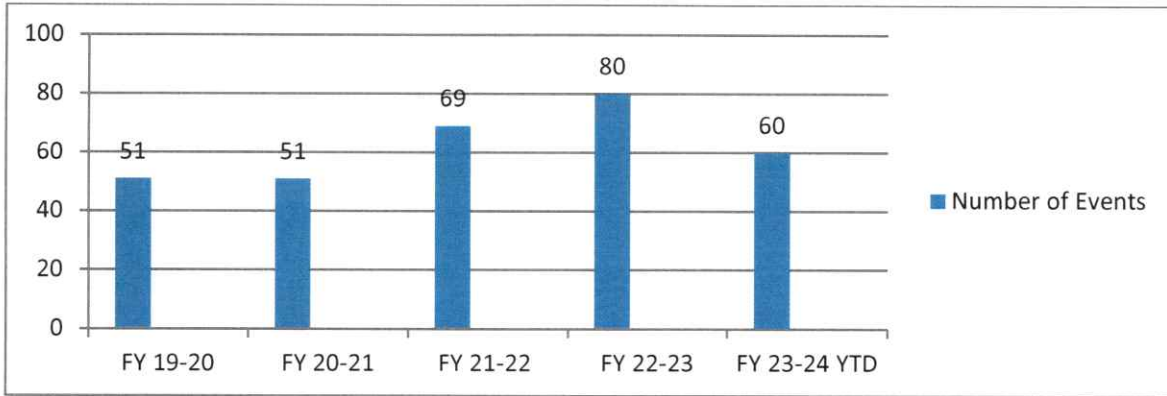
	Month	FYTD
June Fire Inspection	138	1362
Reinspection	9	118
Code Violation Complaint	1	13
Violations Cleared	11	96
Annual Inspection	8	129
Knox Box	8	64
Fire Alarms	9	100
Measure Fire Hydrant	0	10
Plans Review	10	77
Pre-C/O	9	36
Pre-incident Survey	10	199
Sprinkler Final	3	10
Final/Occupancy	12	43

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
June 2024**

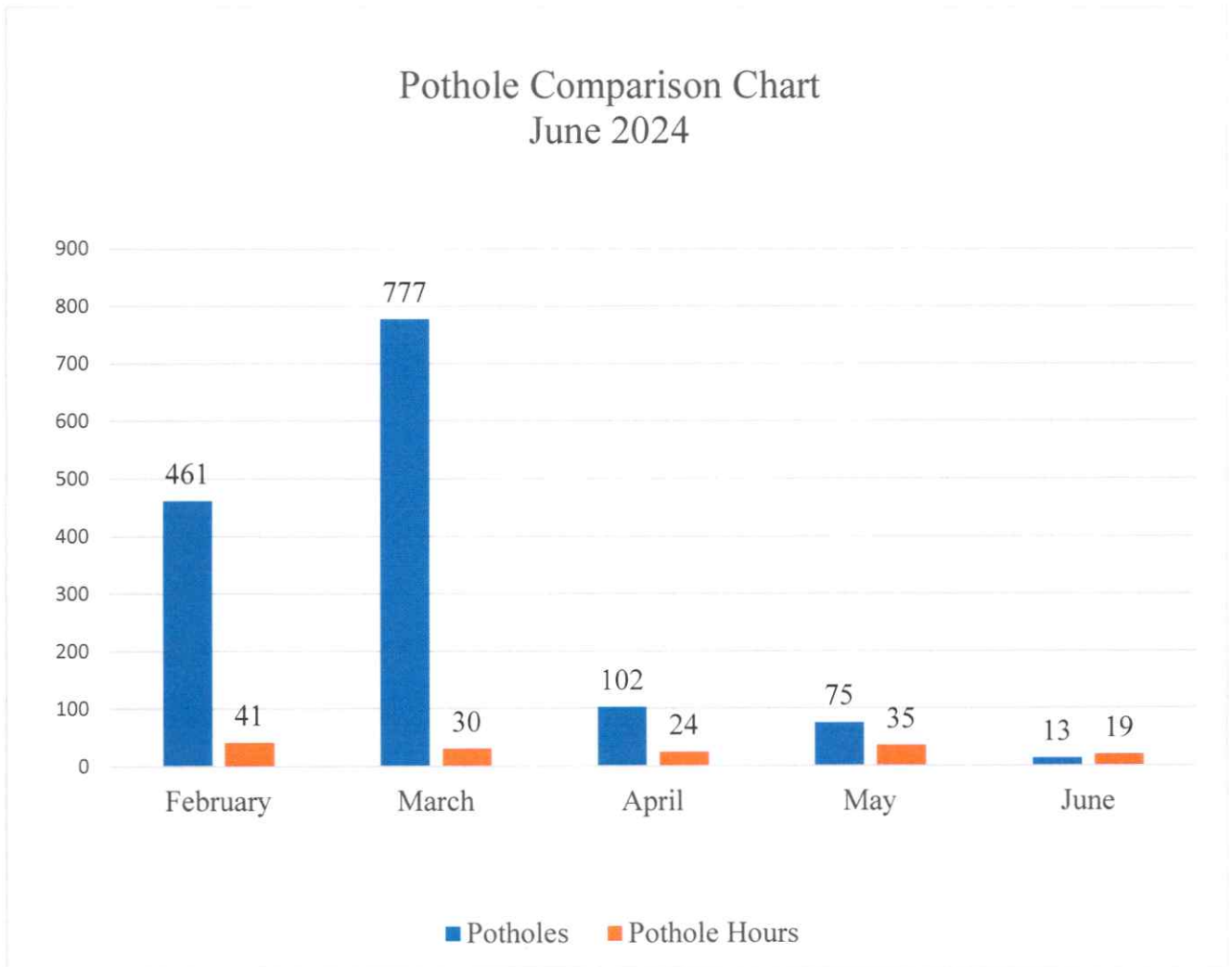


	Month	FYTD
Participants	164	8713
Number of Events	3	60
Education Hrs.	4.5	105

Social Media Statistics for the Month

Post Reach	1500
Post Engagement	96
New Page Followers	1

Pothole Comparison



Public Services Department
Public Works
June 2024

Location of Pothole Repairs

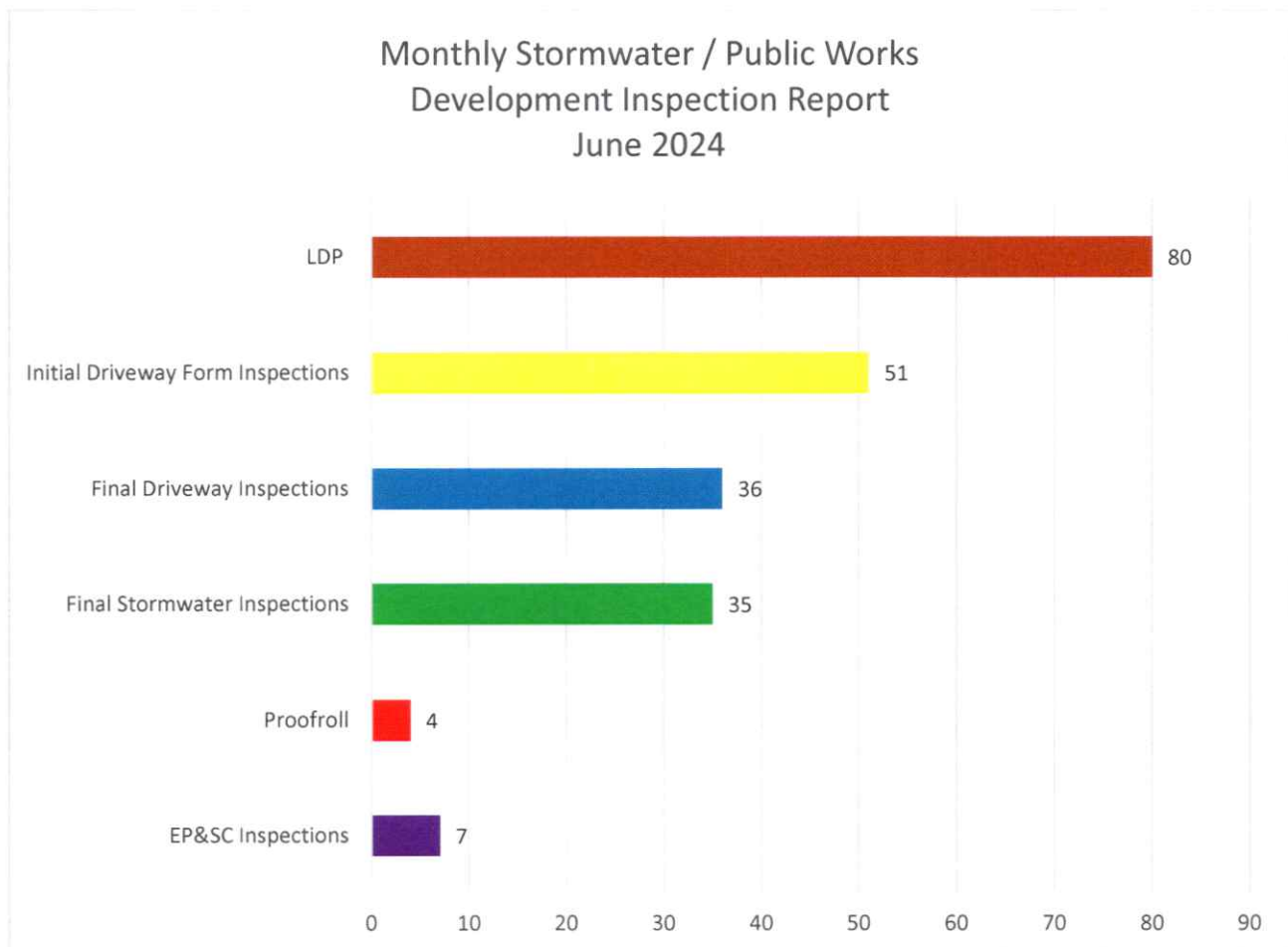
Street Address	Date Resolved
Kennedy Dr	June 3 rd 2024
North Palmers Chapel Rd	June 3 rd 2024
South Palmers Chapel Rd	June 3 rd 2024
Calista Rd	June 3 rd 2024
Blueberry St	June 3 rd 2024
Choctaw Cir	June 3 rd 2024
Reid Way	June 3 rd 2024
Sage Rd	June 3 rd 2024
Boyles Rd	June 11 th 2024
Dawn Ct	June 11 th 2024
Meadowbrook Ln	June 11 th 2024
Highway 31W	June 20 th 2024
Marlin Rd	June 20 th 2024
Calista Rd	June 20 th 2024
Villages Ct	June 20 th 2024
Oak Pl	June 20 th 2024
Longview Dr	June 20 th 2024
Choctaw Cir	June 20 th 2024
South Aztec	June 20 th 2024

Public Services Department
Public Works
June 2024

Inspector Notes

New Construction and Inspections:

The Public Works Inspector performs various different types of inspections throughout the process of a new home being built withing City of Whtie 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
June 2024

Monthly Work Log

Monday 06-03-24

- Cut bushes and trees off Pleasant Grove Rd/ Potholes on Sage Rd, Kennedy Dr, North Palmers Chapel, South Palmers Chapel, Choctaw Cir, Blueberry St, Calista Rd, Winchester, and Reidway/ Moved trash compactor dumpster

Tuesday 06-04-24

- Mowed outside back gate/ Mowed North Palmers Chapel/ Mowed Industrial Dr/ Removed tree from Hampton Village/ Took backhoe to Sage Rd to clean out ditch line/ Fixed backhoe fuel and water separator

Wednesday 06-05-24

- Fixed stop sign at Ben Albert/ Lowered High Mast lights, turned on lights to take pictures to get a count of bulbs not working/ Fixed green light in traffic signal on SB ramp/ Sprayed median by Zaxby's and also sprayed sidewalks on HWY 76 and HWY 31

Thursday 06-06-24

- Took 1332 to get and oil change/ Went to HWY 31W to clean out drainage with backhoe/ Filled in sink hole on Hillwood then seed and straw on Hillwood and also on Dakota/ Took signs and barricades to College St for Fandom Fair

Monday 06-10-24

- Helped assist stormwater with projects

Tuesday 06-11-24

- Picked up 1332 from shop/ Did potholes on Boyles Rd, Dawn Ct, and Meadowbrook Ln/ Put pug in front of driveway at Autumnwood and Cedarbrook/ Removed fallen tree from HWY 76

Wednesday 06-12-24

- Torqued lugnuts on MowerMax and got fuel/ Cut Boyles Rd, Harper's Way, and S.C.T./ Mowed NB off ramp, by Farmers Bank, Shell Cul-de-sac and Industrial Dr/ Picked up bug spray from Ace for Stewart/ Bulk pickup on Willow Ct

Thursday 06-13-24

- Marked CEMC lights with orange ribbon on Pleasant Grove Rd and Oak Pl/ Picked up broken decorative light pole on Sundance Way/ Loaded stuff up for signs and loaded mowers/ Cut Meadowlark and hill on Rolling Acres/ Picked up barricades from Library and fixed storm drain lid by gym/ Put up Through truck route signs/ Fixed stop sign on Sage Rd and Meadowlark/ Fixed brake lights on 1334

**Public Services Department
Public Works
June 2024**

Monday 06-17-24

- Filled sprayer up and sprayed Union Rd guardrails/ Went to High Mast lights, picked up siding and post off HWY 76 shoulder/ Looked at sidewalk on 4043 Beachway/ Worked on High Mast lights/ Picked up oil and tools from AutoZone

Tuesday 06-18-24

- Staff Meeting with Isaiah/ Torqued lugnuts and greased MowerMax/ Cut spot on HWY 76 by daycare, cut Calista trees by Bill Moss/ Cut tree on Jocelyn Dr/ Looked at sink hole on Renee Ct/ Meeting with Isaiah about sink hole

Wednesday 06-19-24

- Holiday Juneteenth

Thursday 06-20-24

- Got asphalt from Cross Plains/ Went to Renee Ct to meet with Water Department/ Cut square in road and filled with asphalt/ Did potholes on HWY 31W, Marlin Rd, Calista Rd, Villages Ct, Oak Pl, Longview Dr, Choctaw Cir, and South Aztec/ Filled edge of road on North Palmers Chapel/ Picked up box on Pleasant Grove Rd/ Shoveled millings from paving job on Pleasant Grove Rd into 1332/ Picked up big metal pole in the middle of the NB off ramp

Monday 06-24-24

- Did weekly inspection on 1326 and 1332/ Torqued lugnuts on MowerMax/ Cut Industrial Dr, Pleasant Grove Rd, Union Rd, and Wilkinson Ln/ Cut behind house on Wilkinson Ln and Hickerson/ Washed MowerMax

Tuesday 06-25-24

- Staff Meeting with Isaiah/ Dug spot out at soccer complex for walkway, filled with millings and rolled with roller/ Brought dirt to Wilkinson Ln and Hickerson/ Cut trees on North Palmers Chapel/ Closed Union Rd for AT&T line down, then picked up signs

Wednesday 06-26-24

- Washed 1332, 1326, Bucket truck, and Street Sweeper for Touch a Truck/ Touch a Truck from 1500-1600

Thursday 06-27-24

- Went to Portland to pick up barricades that they were letting us borrow for Americana/ Loaded 33 barricades onto stormwater dually with tilt trailer and strapped down/ Cleaned all the Windows on 1332/ Helped Chamber of Commerce with signs for Carnival and Americana/ Changed green light on Meadows Rd and Tyree Springs

Public Services Department
Public Works
June 2024

Traffic Signal Complaint Log

<u>Traffic Signal Complaints Log</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>FY 23/24 YTD</u>
SR-76 & Love's Lane	4	0	0	0	4
SR-76 & I-65 Southbound Ramps	1	0	0	0	1
SR-76 & I-65 Northbound Ramps	0	0	0	0	0
SR-76 & Hester Drive	0	0	0	0	2
SR-76 & Wilkinson Lane	0	0	0	0	1
SR-76 & Sage Road	0	0	0	1	1
SR-76 & Raymond Hirsch	0	0	0	2	5
SR-76 & Hwy 31W	3	0	0	0	5
SR-76 & Pleasant Grove Road (Flashing Signal)	0	0	0	0	2
Hwy 31W & Portland Road	0	0	1	0	1
Hwy 31W & Raymond Hirsch	0	1	1	0	2
Hwy 31W & Sage Road	2	0	1	0	3
Tyree Spring Road & Raymond Hirsch Parkway	1	3	0	0	4
Wilkinson Lane & Richard Wilks	0	0	0	0	0
Tyree Springs Road & South Palmers Chapel	N/A	6	3	0	9

SR-76 & Sage Road - Complaint: Asking to have timing added to Phase 3 left turn from Sage Road to SR-76.

Resolution: Response to complaint was to speak to City Engineer to evaluate the possibility of adding time to this approach.

SR-76 & Raymond Hirsch Pkwy. – Complaint: Byrum Drive left turn movement does not give enough time for queue length to clear.

Resolution: Continued monitoring of this intersection due to online/offline network occurrences.

HWY 31 W & Raymond Hirsch Pkwy. – Complaint: Eastbound approach to intersection did not receive green light.

Resolution: In-ground lane loop detector was repaired.

Public Services Department – Stormwater Division
June 2024

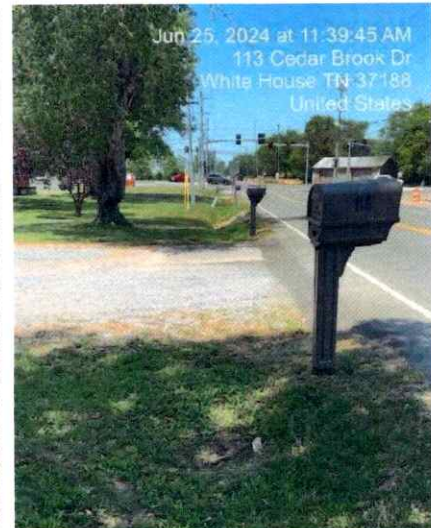
06/03/2024

605 Wilkinson – Drainage mitigation.



06/04/2024

108 Cedarbrook – Drainage mitigation.



Public Services Department – Stormwater Division
June 2024

06/05/2024

495 Calista – Drainage mitigation.



607 Volunteer – Drainage mitigation.



903 Meadowlark – concrete over storm pipe.



Public Services Department – Stormwater Division
June 2024

06/06/2024

124 Dakota – Drainage mitigation



207 Hillwood – Drainage mitigation



Public Services Department – Stormwater Division
June 2024

06/10/2024

410 Donal – Drainage mitigation



324 Wilkinson – Drainage mitigation



Public Services Department – Stormwater Division
June 2024

06/11/2024

415 Donal – Drainage mitigation



06/17/2024

225 Rolling Acres – Drainage mitigation



Public Services Department – Stormwater Division
June 2024

06/20/2024

102 Forrest – Drainage mitigation



06/25/2024

106 Arapaho – Drainage mitigation

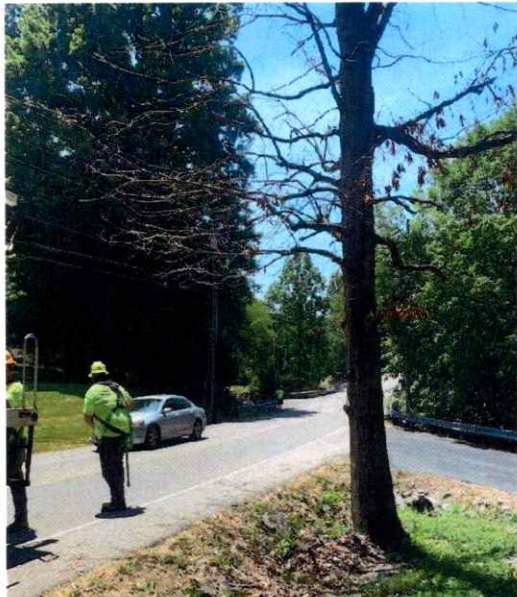


Public Services Department – Stormwater Division
June 2024

Soccer Complex – Americana. Build walkway.



550 N Palmers Chapel – Tree removal.



Public Services Department – Stormwater Division
June 2024

Stormwater Inspector Notes

June 3rd: Reviewed Notifications & Emails from over the weekend. I began Downloading TDOT Specs to the shared server, per the Directors request. Reviewed LDP expiration statuses. Traffic Control Webinar training. Reviewed The Mill Outfall onsite 2/Contractors and General Contractor for the project with the Public Services Team. Reviewed the Mill EPSC. Reviewed Fence Permits. Researched Storm Design Regs and Permitting requirements.

June 4th: 3 Hours P.T.O. Spoke with Assistant Director on any specific tasks needed. Open Trench at Bridal Creek.

June 5th: Reviewed platform notifications for assigned work or reviews needed. Gathered requested documentation for the Copes Crossing Subdivision meeting onsite with development teams to address failures in the pond dam and outlet structure at Pond 1. Moved Equipment on NPC for access to Parks and Rec. Greenway.

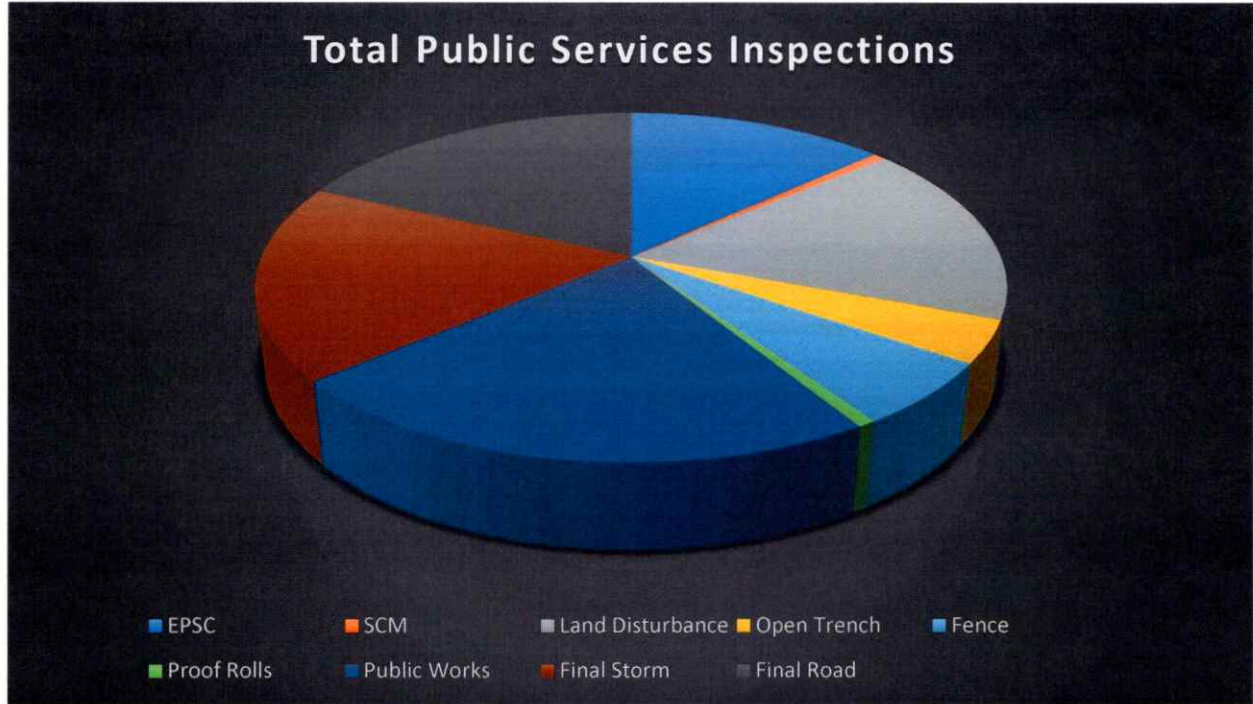
June 6th: Built Inspectors Report for BMA. Went to Walmart to purchase shop and vehicle supplies/equipment. Reviewed Force Main Conflict/ potential conflict with wastewater inspector and contractor at Marlin Rd at Sycamore Dr. Advised contractor to seek engineering solution since they were proposing to install utility in a drainage-only easement.

June 10th: Reviewed platform of notifications, and updated schedule and calendar. Reviewed LTMAP. Contacted Homeowner on Calista about flooding concerns and advised accordingly based on inspection results. EPSC inspections at McInerney, Exotic Marble, Core 5, Drew C. Development, and Fields at Oakwood.

June 11th: Reviewed Notifications, fence apps, email, etc. EPSC inspections at Legacy Farms and Pinson Pointe. Researched Plant schedule and follow up on Rain Gardens in Cambria. Open Trench Inspection at McInerney and The Parks.

June 12th: Reviewed the site Deer Crossing Creekside and provided a report on the percentage complete, condition, and items needing attention or missing. Notified administration on issues at Soccer Complex. EPSC Inspections at Dollar General, WHIS, and The Parks. Open Trench at The Parks and McInerney.

**Public Services Department – Stormwater Division
June 2024**



Total Inspection Case Type	Quantity
EPSC	40
SCM	2
Land Disturbance	51
Open Trench	12
Fence	18
Proof Rolls	2
Public Works	68
Final Storm	55
Final Road	55

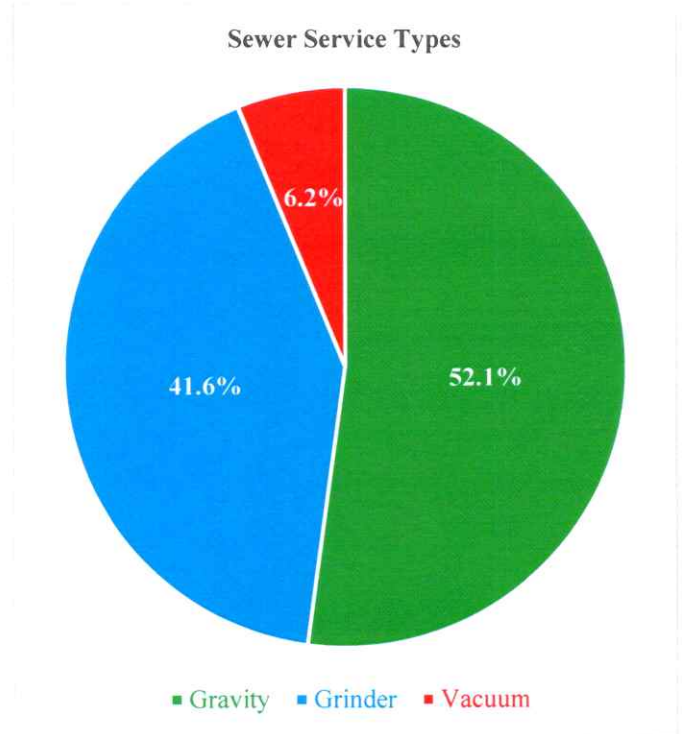
**Wastewater Department
June 2024**

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 **June 30th, 2024**, City personnel count a total of **7,202** sewer system connections, with **56 new** applications for service in **June 2024**. A total of **598 new** connections were permitted during the 2023/2024 fiscal year. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	3,755
Low-Pressure Grinder Sewer Connections	2,999
Vacuum Sewer Connections	448

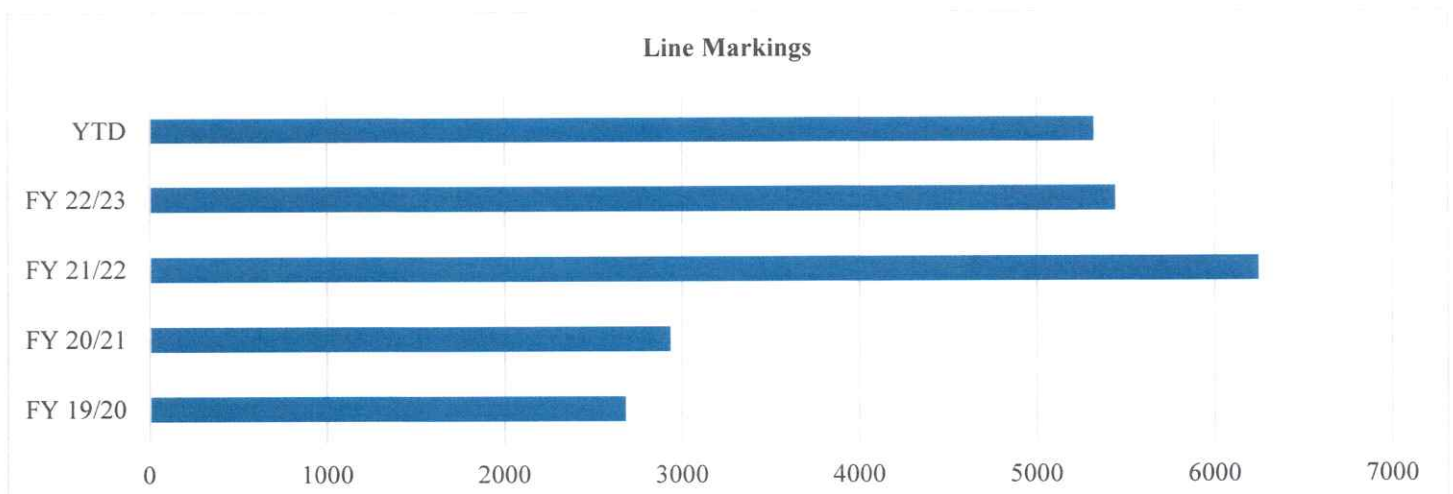
The City counts **198** commercial grinder connections, **2,801** residential grinder stations, and **36** lift-stations integrated into our Sanitary Sewer System.



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. Total requests in the 2023/2024 fiscal year were very similar to 2022/2023 numbers.**

Line Markings	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>		<u>June 2024</u>	<u>FY 23/24 YTD</u>
Tennessee 811	2680	2933	6245	5441		508	5320



**Wastewater Department
June 2024**

<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>June 2024</u>	<u>FY 23/24 YTD</u>
Union Road	6	9	0	0		0	2
Summerlin	5	22	0	0		0	2
Settlers' Ridge	1	1	1	1		0	0
Springbrook	n/a	n/a	n/a	n/a		0	0
Willow Grove	n/a	n/a	n/a	n/a		0	1
Dorris Farms	n/a	n/a	n/a	n/a		0	1
Cope's Crossing	8	6	9	9		0	5
Cambria	4	3	4	4		0	2
Belmont 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	3
Sage Farms	n/a	n/a	n/a	n/a		0	1
Sage Rd (Hester Dr)	1	0	0	0		0	0
Loves Truck Stop	0	0	3	3		0	1
Highway 76	1	0	0	0		0	0
Portland	0	1	0	0		0	1
North Palmers Vacuum	3	1	7	7		0	4
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	2	1	9	9		1	3
Concord Springs	0	0	2	2		0	1
Fields at Oakwood	n/a	2	2	2		0	0
The Mill	n/a	n/a	n/a	n/a		0	0
Highland Park	n/a	n/a	n/a	n/a		0	0
Los Jalapenos	n/a	n/a	0	0		0	2
Mt. Vernon Apartments	n/a	n/a	0	0		0	3
Grove at Kendall	n/a	n/a	0	0		0	0
Wilkinson Lane	3	1	3	3		2	3
Heritage High School	1	0	0	0		0	0
Legacy Farms	n/a	n/a	0	0		0	1
The Parks #1	0	0	0	0		0	3
The Parks #2	n/a	n/a	n/a	n/a		0	0
Treatment Plant #1	6	3	0	0		0	0
Treatment Plant #2	0	0	0	0		0	1

**Wastewater Department
June 2024**

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/Repairs:

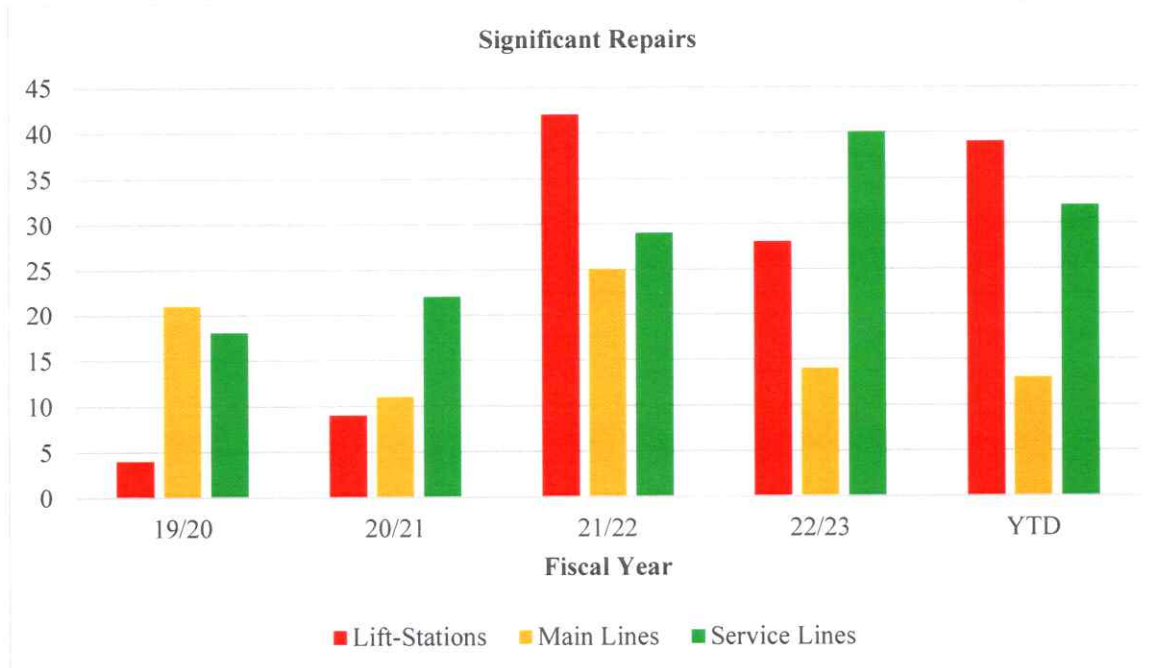
Calista: An electrical issue in the wiring of the controller caused vacuum pump #2 to fault out. The issue was identified and corrected, and the pump returned to normal operation.

Wilkinson: Wilkinson Ln lift-station experienced two concurrent issues during the June storm events. An electrical spike caused the station to fault out and enter high water. Once reset, the station immediately returned to normal operation. During the high-water event, a leak was discovered in the influent piping entering the station. Once the station pumped down to normal operating levels the leak stopped, and was able to be excavated and repaired.

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 six (6) 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>June 2024</u>	<u>FY 23/24 YTD</u>
Major Stations	4	9	42	28		3	39
Main Line	21	11	25	14		2	13
Service Line	18	22	29	40		5	32

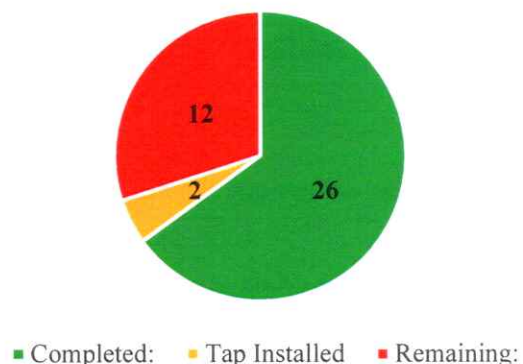


Wastewater Department
June 2024

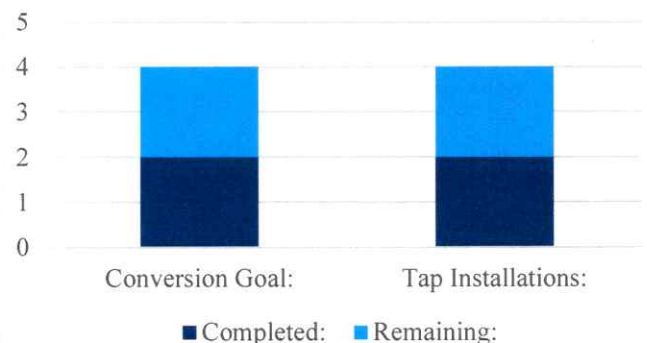
Ongoing Projects:

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 (from Hester Dr to the intersection of Sage/Cardinal) has been fully completed. Phase-3 (from the intersection of DeeCee/SCT to the Wastewater Treatment Plant) has been completed.** 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. Bids for Phase-4 were opened on February 5th, and the contract has been awarded to Norris Bros. Excavation. Phase-4 Project work began with a bore and casing installation under Hwy 31W at the Sage/31W intersection, with the bore now complete. Pipe has now been delivered and fusing is underway, with crews prepping for tree clearing along Sage Rd as necessary.
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. We are purchasing spare Busch pumps to keep in inventory for if/when the final Mink pump fails, and to have in the event of additional emergencies.**
3. **North Palmers Vacuum Station:** The volute of one of the in-line centrifugal sewer pumps has cracked, and the pump has been removed from service. Due to the age of the pump, a matching volute cannot be sourced, and the entire pump must be replaced. **A replacement pump has been ordered and delivery is anticipated in August, 2024. The old pump was been pulled and sent out for an emergency interior repair patch to the failed volute, and has been received and returned to service. The patch will not hold permanently, but is anticipated to function until the new pump gets delivered.**
4. **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 26 projects have now been completed on the list of 40, and taps are installed for two additional locations.**
5. **Copes Crossing Lift-Station:** The control panel for the Copes Crossing lift-station has been replaced. However, an additional issue was identified with the pump power cables during the panel replacement, and following that the pump itself experienced a mechanical failure. **A quote for replacement of the cables was solicited, and the replacement power cables have been placed on order. Pump #2 has since experienced an electrical and mechanical issue due to the corroded cables, and has been pulled for repairs. The new power cables have been delivered, and we are awaiting installation. The condition of the damaged pump is such that full replacement is warranted, and a new pump is currently on order.**

Total Planned Septic-to-Sewer Conversions:



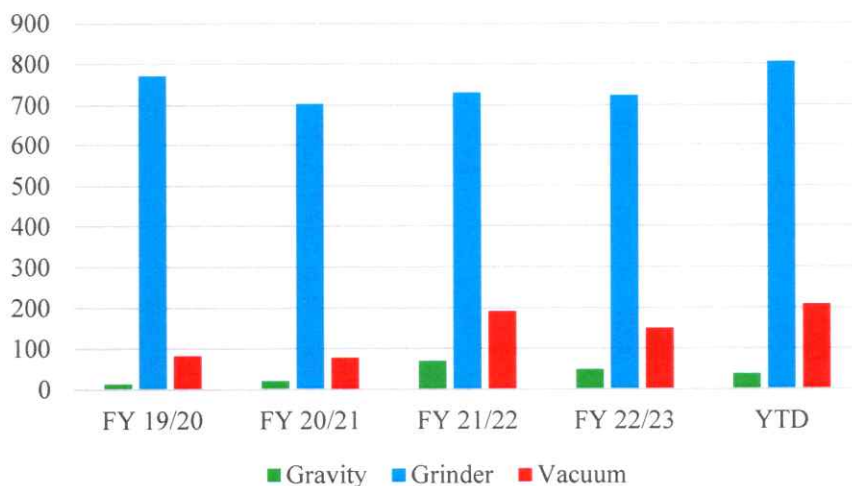
Septic-to-Sewer Conversion Goals
(FY-2023/2024)



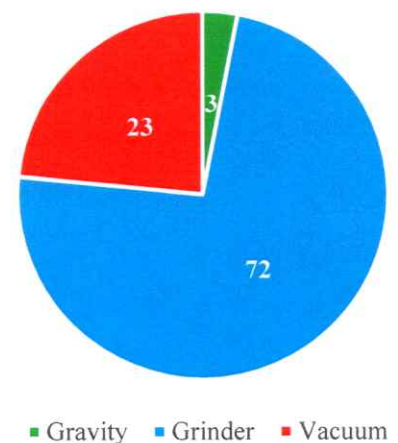
**Wastewater Department
June 2024**

<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>June 2024</u>	<u>FY 23/24 YTD</u>
Vacuum System Service Request	82	78	191	149		23	208
Gravity Service Request	13	20	69	48		3	37
Low Pressure Service Request	770	702	730	723		72	805
Total Pumps Replaced	449	492	472	459		26	454
Total Pumps Rebuilt	n/a	135	114	30		8	43
Total Warranty Pumps Returned	n/a	n/a	129	125		4	83
Grinder Tank PM Program	267	219	117	132		22	151
Open Trench Inspections	226	409	702	653		109	930
Final Inspection for New Service	110	248	405	489		59	635
Grease Trap Inspections	n/a	n/a	n/a	162		12	161
Sanitary Sewer Overflow (SSO)	49	19	28	14		3	18
Odor Complaints	43	35	22	28		7	39

Sewer Service Calls by Connection Type (YTD)



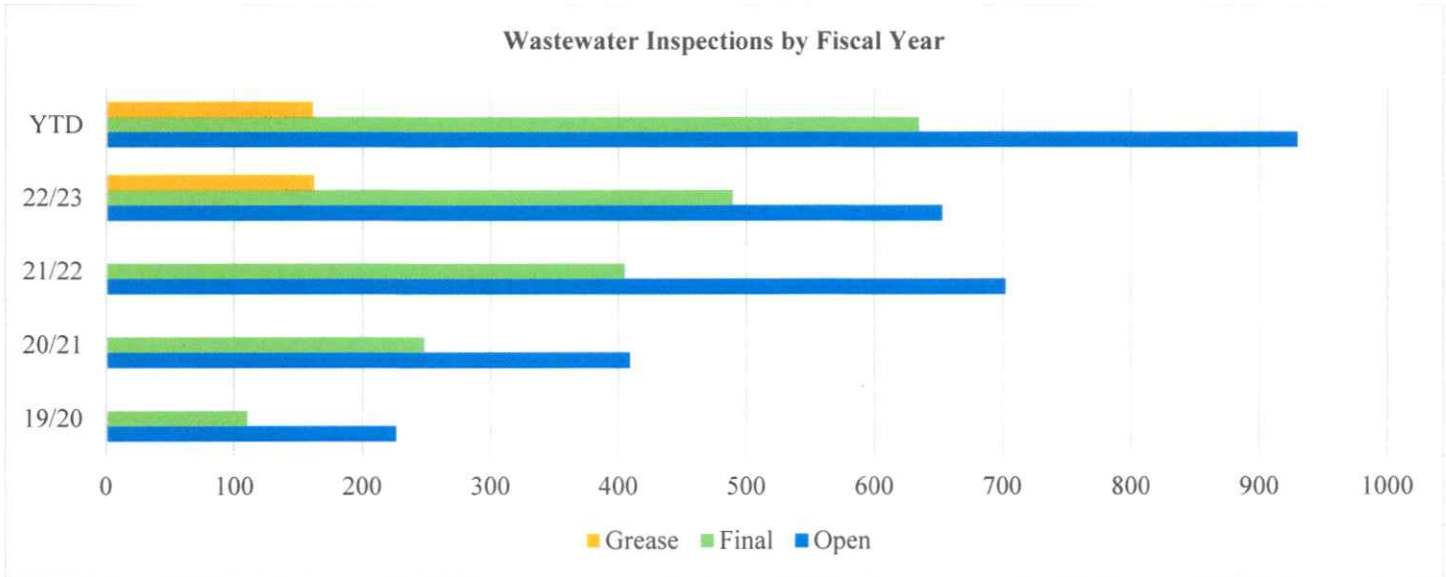
Sewer Service Calls by Connection Type (June 2024)



Wastewater Department June 2024

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, and FY23/24 numbers again breaking previous years' records.

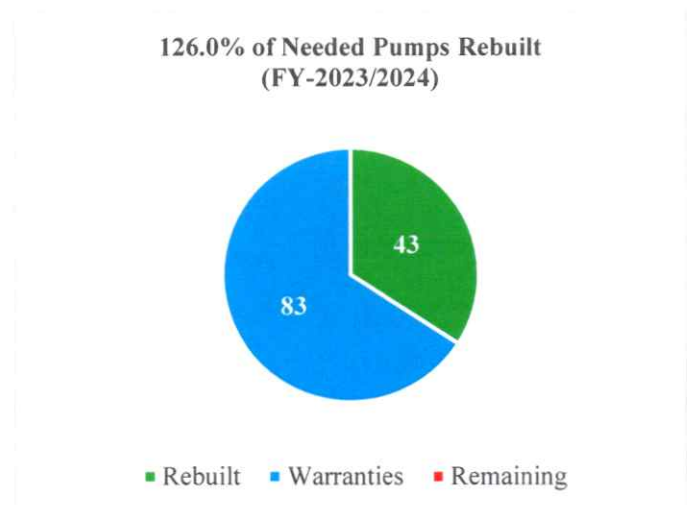


Pump Rebuilds:

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.



**Wastewater Department
June 2024**

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>Mar - 24</u>	<u>Apr - 24</u>	<u>May - 24</u>	<u>June - 24</u>	
Influent – To Plant	See Note	0.915 MGD	See Note	1.013 MGD	MGD = Million Gallons/Day
Effluent – To Creek	See Note	0.952 MGD	1.307 MGD	0.945 MGD	MGD = Million Gallons/Day
Effluent – To Spray Field	0.000 MGD	0.000 MGD	0.000 MGD	0.167 MGD	
Total Flow Through Plant	See Note	See Note	See Note	1.112 MGD	
Design Capacity	1.400 MGD	1.400 MGD	2.000 MGD	2.000 MGD	
% of Influent Capacity	See Note	65.4%	65.4%	50.7%	(Influent) / (2.000 MGD)
% of Effluent Capacity	See Note	68.0%	See Note	55.6%	(Effluent) / (2.000 MGD)
Actual Capacity	1.120 MGD	1.120 MGD	1.600 MGD	1.600 MGD	(2.000 MGD x 80%)
% Actual Influent Capacity	See Note	81.7%	81.7%	63.3%	(Influent) / (1.600 MGD)
% Actual Effluent Capacity	See Note	85.0%	See Note	69.5%	(Effluent) / (1.600 MGD)
Rainfall	1.76"	3.63"	16.01"	8.04"	

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>		<u>June 2024</u>	<u>FY 23/24</u> <u>YTD</u>
Effluent Violations	12	7	32	25		1	29

- Violations:** One (1) 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. Rainfall totals measured at the WWTP were 8.04" for the month of June, with 4.47" falling on June 30th, the majority of which (approximately 4") fell in roughly a 45-minute period.
- 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.**

**Wastewater Department
June 2024**

3. **Peracetic Acid:** Although TDEC has approved our use of peracetic acid (PAA) as the method of disinfection and has modified our NPDES permit accordingly, our new permit allows for the use of Ultraviolet (UV) Light disinfection, and the UV system has recently been brought online as part of the new facility expansion. As such, we operated primarily on UV disinfection for the month of April, 2024, only returning to the PAA feed for a few days during repairs/modifications to the new effluent flume. ***Last month there was no PAA feed rate.***

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 operating on the new UV disinfection system showed an average of **1.0 CFU's**. ***Last month the average was 7.4 CFU, operating on the UV for disinfection.***

4. **WWTP Expansion Project:**

Effluent Flow-Meter: The flume was found to be misshapen and not to design width. The flume was cut, ground, and concrete repoured to exact measurements, and the flow-meter provided anticipated measurements for a time, but has since been found to be off again. [Re]recalibration and reprogramming has again been completed, and effluent totals now report as expected.

UV Disinfection: The UV disinfection has been successfully started up and is functioning normally. The UV is now being used as the primary means of disinfection for the existing plant, and preliminary analyses have shown it is providing more effective disinfection than the PAA. PAA totes are still on-site as a backup if needed.

Secondary Effluent Filters: The secondary effluent filters have also been successfully started up and are now functioning.

RAS/WAS Pumps: The Return (RAS) and Waste (WAS) sludge pumps for clarifiers #1 and #2 have been replaced and are operating, and flow rates for these pumps are being adjusted to the needs of the facility. An issue was identified with the wiring of the flow-meter on RAS pump #2, and has since been corrected.

Clarifier #1: Upgrades to Clarifier #1 are mostly completed, and it has been returned to service following the transition to the bioreactors for treatment.

Clarifier #2: Clarifier #2 is currently receiving the final designed upgrades, and has been removed from service until said upgrades can be completed.

Clarifier #3: As of May 6th, 2024, Clarifier #3 was live and functional. However, it experienced a mechanical failure due to electrical phase reversal in early June. The electrical issue has been corrected and the mechanical failures repaired, and Clarifier #3 has now been returned to service.

Bioreactor #1: As of May 6th, 2024, Bioreactor #1 is live and functional. We will operate exclusively on this new bioreactor until Bioreactor #2 is completed and brought online, and the old oxidation ditch is disconnected and decommissioned.

Bioreactor #2: Bioreactor #2 is also now functional and currently circulating test water, though raw water flows have not been directed to it at this time.

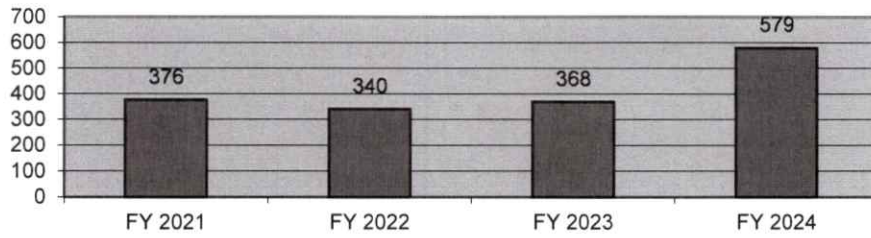
Grit Chamber: As of May 6th, 2024, the Grit Chamber is live and functional.

Generator: The generator is currently functioning normally / as expected. An issue was discovered in the wiring of the transfer switch in early June that was causing the phases to be reversed when running exclusively on the generator-feed for the facility. Once the issue was identified and corrected, as well as several components trouble-shot and reprogrammed, then the phasing issues were eliminated.

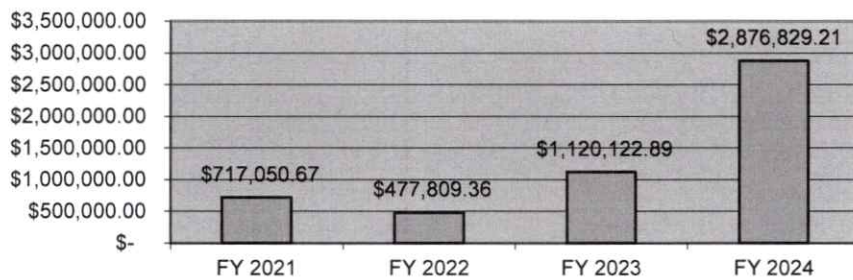
Site Work: Final paving has been completed around the facility. Sidewalks are still in progress.

Planning and Codes Department
JUNE 2024

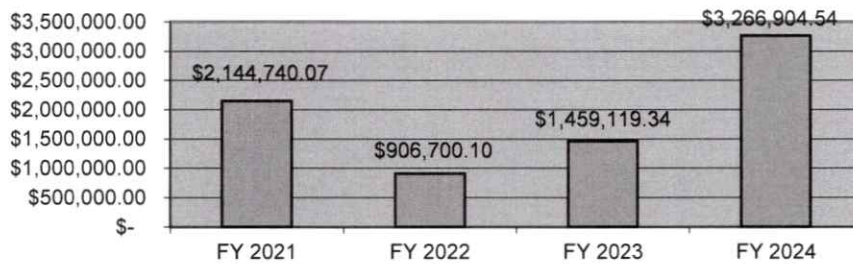
Single Family Permits



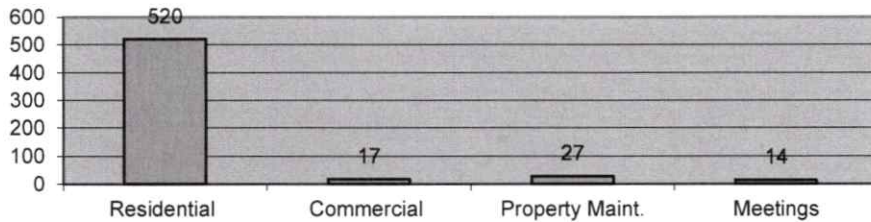
Impact Fees



Permit Fees



Monthly Inspections / Meetings



Planning and Codes Department
JUNE 2024

	Month	FY2024	FY2023	FY2022	FY2021
MEETING AGENDA ITEMS#					
Planning Commission	2	74	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	41	579	368	340	376
Multi-Family Residential	0	0	226	0	22
Other Residential	8	83	96	89	83
New Commercial	1	13	7	7	6
New Industrial	0	1	0	0	0
Other Com/Ind	4	55	51	25	23
Sign	1	19	22	11	17
Occupancy Permits	23	366	397	319	400
Other	3	8	31	11	12
BUILDING INSPECTIONS					
Residential	520	5291	4885	5452	2621
Hours	260	2385	2250.5	1367	533
Commercial /Industrial	17	205	125	139	92
Hours	8.5	84.75	125	139	92
CODE ENFORCEMENT					
Total Cases	27	247	35	98	179
Hours	13.5	96.25	35.75	70.24	86.75
Complaints Received	27	220	199	55	41
MEETINGS					
Administration	3	73	80	117	72
Hours	1.5	37.25	86	127	70
Planning	8	143	112	127	53
Hours	4	74.25	116.5	96	50
Codes	3	24	10	8	11
Hours	1.5	14.5	13	10	9
FEES					
Permit Fees	\$201,959.72	\$3,266,904.54	\$ 1,459,119.34	\$ 906,700.10	\$2,144,740.07
Board Review Fees	\$1,100.00	\$ 15,790.00	\$ 18,050.00	\$ 14,100.00	\$84,775.00
City Impact Fee	\$198,808.72	\$ 2,876,829.21	\$ 1,120,122.89	\$ 477,809.36	\$717,050.67
Roads	\$73,014.68	\$ 904,039.09	\$ 323,964.51	\$ 664,873.38	\$301,769.60
Parks	\$48,749.00	\$ 670,596.00	\$ 291,189.00	\$ 114,114.00	\$ 150,326.00
Police	\$48,236.40	\$ 742,656.45	\$ 239,697.73	\$ 125,535.54	\$ 191,431.41
Fire	\$28,808.64	\$ 487,161.94	\$ 169,728.00	\$ 76,498.26	\$ 79,900.66
OTHER ITEMS					
Subdivision Lots	115	173	0	0	235
Commercial/Ind. Sq Ft	1,500	337,914	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: 41	\$ 21,248,909.87		\$3,374,092.67	\$1,633,984.00	\$922,141.63
Workings Days in Month	15		17	16	15

Parks, Recreation, & Cultural Arts Department
June 2024

Update on ongoing projects:

Soccer Complex Renovation Phase II

- Pavilion concrete was ripped out due to poor drainage
- Some sidewalks and curbing were installed
- Binder was installed – this is what will be used for Americana & 3v3 Tournament
- Pavilion was installed
- Reimbursement requests continue to be submitted – we have submitted for \$708,410.50 worth of reimbursements and have received \$678,883 back so far



Splash Pad Maintenance Building

- New tank was installed and operations are running much better
- Nothing else has been done to complete the building



Parks, Recreation, & Cultural Arts Department
June 2024

Rec Center

- Roof should be just about finished up
- Brick work has begun



Dirt for Laser Grading & Sand for Top Dressing

- Topdressing of soccer fields completed this month

List of upcoming projects yet to begin:

Calumbarium

- Started collecting quotes

Infield Groomer

Furniture for Rec Center

Miscellaneous Rec Center Equipment

Parks Admin Truck

Field 8 Renovation

Bleacher Pads at Fields 5 & 6

Drinking Fountain for the Quad

Park Signage

Dirt for Laser Grading

Northwoods Park Improvements

Split HVAC Unit for Museum Storage Room

Tri-Max Mower

Fitness Equipment for Rec Center

Lean-To Renovation

Gaming & Game Room Equipment for Rec Center

Parks, Recreation, & Cultural Arts Department
June 2024

Recreation- Assistant Director

Adult Programs

4v4 Sand Volleyball:

- First games played: 06/23
 - 8 Teams

Fall Adult Softball

- Registration: 06/16/24- 08/04/24

Fall Men's Basketball

- Registration: 06/30/24-08/11/24

Youth Athletics

Challenger Baseball:

- Police & Fire: 06/11
- Award Ceremony: 06/08

Fall Baseball:

- Registration Closed: 06/30
- 165 registered

Fall Girl's Volleyball:

- Registration on-going

Special Events

Independence 5k:

- Registration Ongoing
 - 97 registered as of 06/30
- Dunkin Cruiser Confirmed

Other

Open gyms: Averaged totals per a day

- Pickle Ball Open Gym- 13
- Open Gym - 14

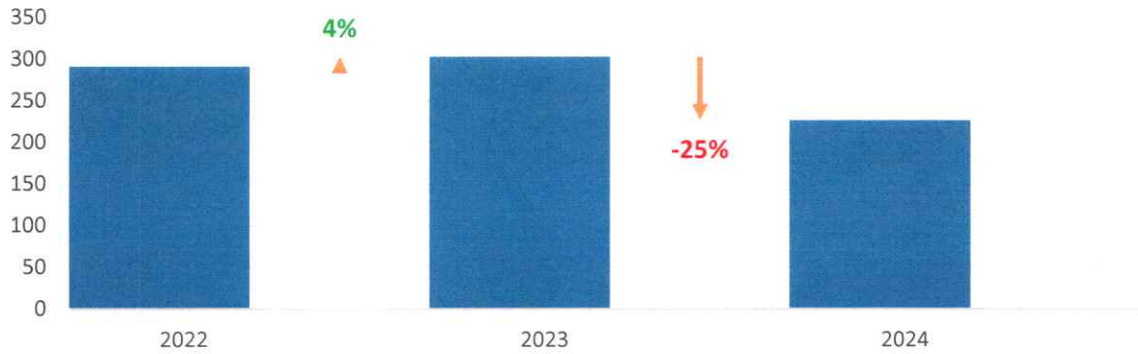
Social Media:

- 1,498 Followers
- Reach: 24,800
- Total posts: 19
- Best Performing Posts: Splash Pad Closure
 - 21,700 Reach
 - 51 Shares

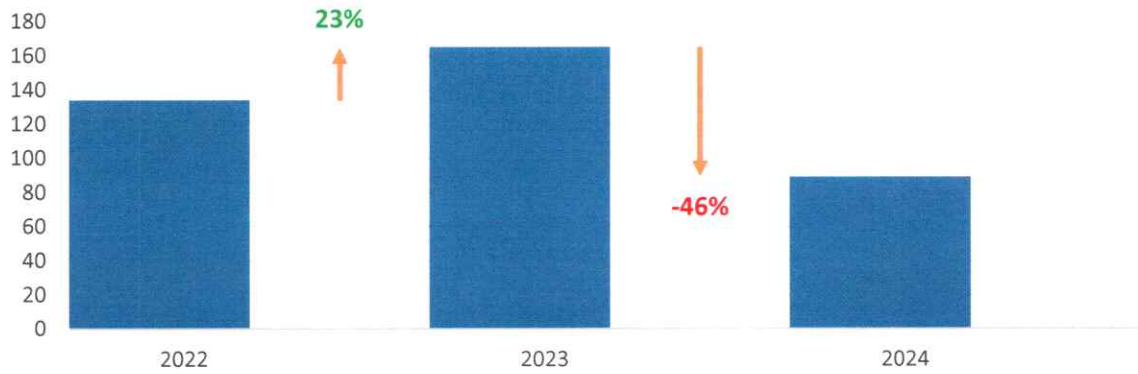


Parks, Recreation, & Cultural Arts Department
June 2024

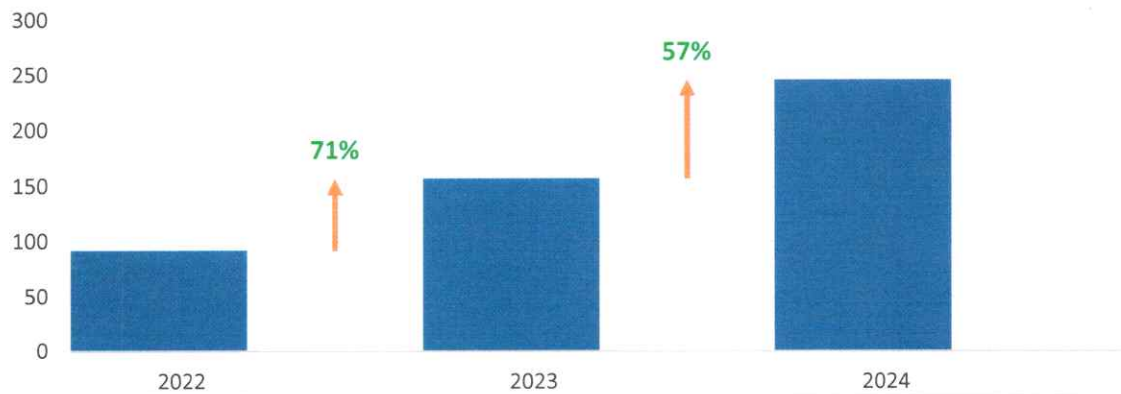
Pavilion Usage Comparisons YTD thru June



Ballfield Rentals Comparisons YTD thru June



Facility Usage Comparisons YTD thru June

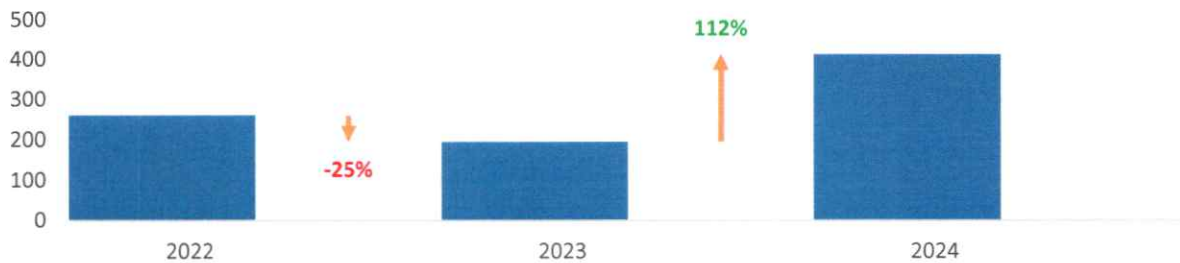


Parks, Recreation, & Cultural Arts Department
June 2024

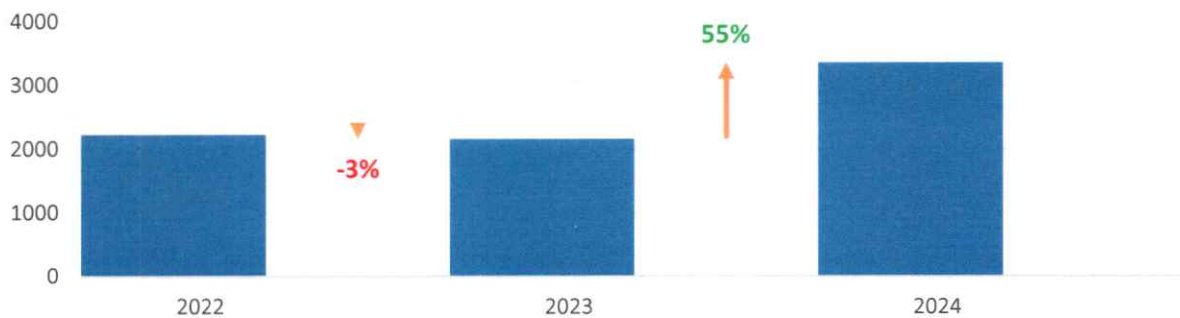
Youth Programming Attendance Comparisons YTD thru June



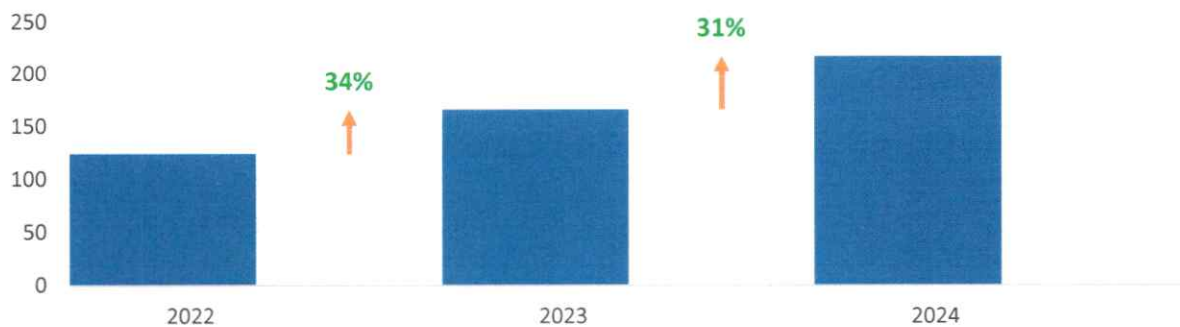
Adult Programming Attendance Comparisons YTD thru June



Special Event Attendance Comparisons YTD thru June



Total Program Offerings Comparisons YTD thru June



Parks, Recreation, & Cultural Arts Department
June 2024

Maintenance

- Cut up several trees and removed mud from the Greenway and Nature trail from recent storms
- Working on irrigation - changing heads, fixing leaks, etc.
- We have had a couple baseball tournaments this month
- The fuel tank that was located at the fire hall was moved to the park maintenance facility and is hooked up and operational now



- We have installed handrails at the museum as part of the carriage and horses installation



- We aerated all soccer fields and put out seven loads of sand to topdress them
- We have been spot-spraying Round up to help out with weed eating

Parks, Recreation, & Cultural Arts Department
June 2024

Museum

Volunteers - The volunteers have continued and finalized displays for the Palmer's 100th Reunion in June. The volunteers have provided the museum with 25 volunteer hours.

Exhibit – Celebrating the 100th graduating class of WHHS. Additional items are throughout museum.



Exhibit – Palmer's 100th Reunion. Items are throughout museum. The quilting frame that

was donated last month was hung for display.

Tours at Museum – Attendees of the 100th Palmer family reunion were invited to visit the museum after their dinner on July 23. Museum was open to the Palmers for this special event. Tours were given to walk ins.

Social Media – The video series “What is This?” on going on Facebook. Volunteer, Terry Palmer, gives the insight on an artifact that is in the museum.

Loans – Terry Palmer has loaned the pipes display, two tables and Palmer Chapel Scrapbooks. Joe Palmer loaned the picture of the earliest Palmers in the area.

Building Maintenance – Roof repair was completed by Parker Roofing.



New Feature – A stagecoach with 4 horses, a selfie station, signage and new lighting for building were installed in the month of June.

Events and Meetings Assisted with and/or Attended

June 4 – Chamber Board Meeting

June 14 - #NoFilters

June 20 – Ribbon Cutting @ Fellowship Coffee

June 23 – Palmer 100th Reunion I had the pleasure of being invited to the reunion.

June 25 – Power Hour @ El Ranchero

June 27 – Ribbon Cutting @ Sage North

Visitors' Center and Museum Attendance

Visitors' Center Only	Visitors' Center and Toured Museum	Museum Only	Total Museum Visitors	Off Site Presentations Attendees
1	7	69	77	

Museum Attendance Comparisons YTD thru June

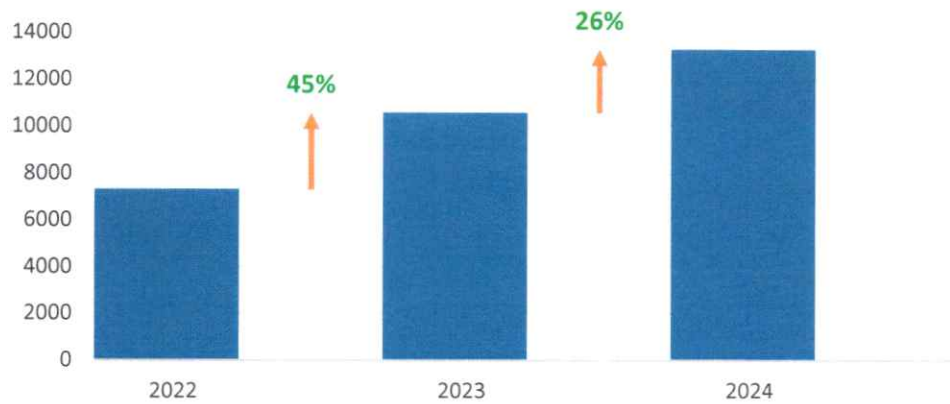


Parks, Recreation, & Cultural Arts Department
June 2024

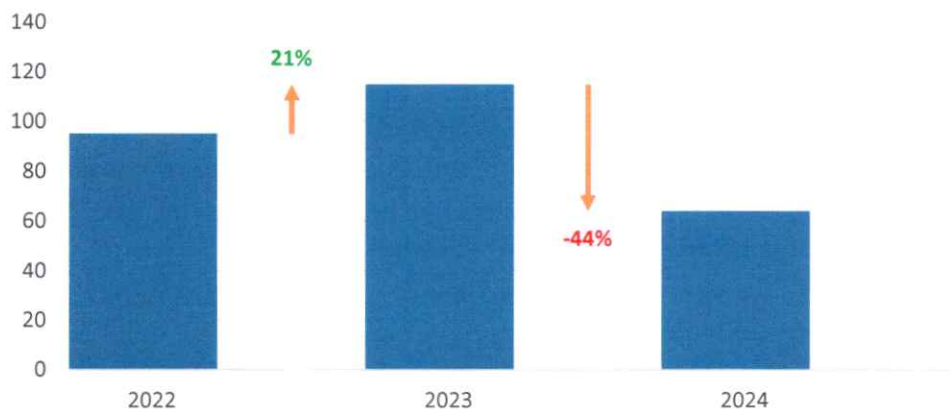
Senior Center Participation - JUNE 2024			
<u>Outings:</u>			
Bowling	19		
Lane Motor Museum	14		
The Barn Elkton KY	17		
Amish	24		
Total	74		
<u>Events:</u>			
UT Extension-Healthy Snacks	34		
Casey & The Cowboys	58		
Paint w/Nicole	12		
Total	104		
		<u>Sr Meals Wednesdays</u>	
		116	
		117	
		100	
		106	
		439	TOTAL
<u>Programs:</u>			
Fittercise-Strength, Yoga	478		
Walk	95		
Bingo	34		
Birthday Potluck	48		
Farmers Rummy	14		
Garden Club	35		
Quilting	3		
Meals on Wheels	120		
Bunco/Golf	14		
Bible Study	7		
Crafts	0		
Cards, Games,Pool, Puzzles	183		
Pickle Ball	74		
TOTAL	1105		
MEMBERS	418	Updated members	
1st time visitors	1		
New Members	11		
TOTAL Sr Center Participants:	1396	Total	1722

Parks, Recreation, & Cultural Arts Department
June 2024

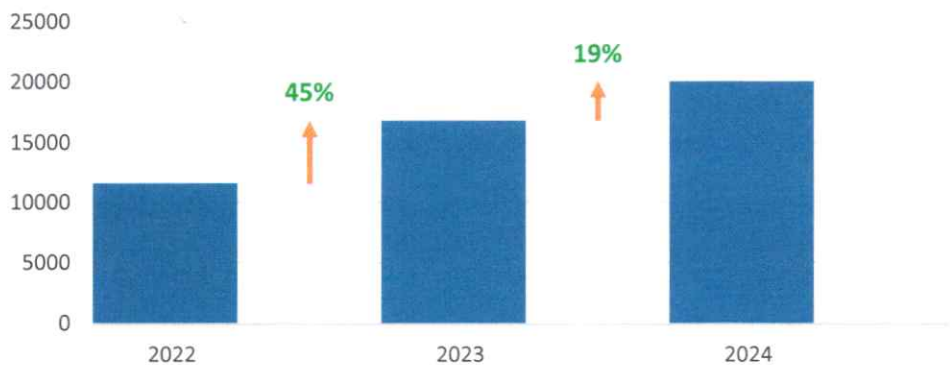
**Senior Programming Attendance Comparisons
YTD thru June**



**Senior Center First Time Visitors Comparisons YTD
thru June**



**Total Senior Center Participants Comparisons YTD
thru June**



Parks, Recreation, Cultural Arts Department
June 2024

	FYE 2021	FYE 2022	FYE 2023	YTD June 2022	YTD June 2023	June 2024	YTD 23-24
Facility Usage							
Special Use Permits Submitted	39	20	23	20	23	2	25
Pavilion 1 Usage	21	16	16	16	16	0	14
Pavilion 2 Usage	13	16	14	16	14	2	17
Pavilion 3 Usage	74	94	137	94	137	18	132
Splash Pad Pavilion Usage	99	165	136	165	136	31	64
Total Number of Pavilions Usage	207	291	303	291	303	51	227
Gymnasium Rentals	23	83	82	83	82	4	35
Amphitheater Usage	1	9	9	9	9	0	2
Community Room			66		66	18	209
Total Number of Facility Rentals	30	92	157	92	157	22	246
Ballfield Rentals	146	134	165	134	165	4	89
Vistor Center Attendance	20	29	30	29	30	1	32
Vistors Who Also Toured Museum	70	303	191	303	191	7	219
Museum Attendance Only	115	1116	1142	1,116	1,142	69	1234
Total Museum Attendance	185	1419	1333	1419	1333	76	1453
Programming							
Number of Youth Program Participants	417	615	800	615	800	0	789
Number of Adult Program Participants	100	260	195	260	195	67	413
Number of In-House Special Events Offered	9	7	11	7	11	1	11
Number of In-House Special Event Attendees	1077	2223	2158	2,223	2,158	0	3355
Number of Rec Programs Offered	19	21	24	21	24	4	33
Number of Senior Center Memberships	2000	2454	3186	2454	3186	418	4580
Number of New Senior Center Memberships	0	5	38	5	38	11	91
Senior Center Participants	4412	11605	16,821	11,605	16,821	1,722	20047
Senior Center First Time Visitors	36	95	115	95	115	1	64
Number of Senior Trips Offered	9	28	46	28	46	4	33
Number of Senior Trip Participants	81	235	617	235	617	74	549
Number of Senior Programs Offered	34	101	142	101	142	16	184
Number of Senior Program Participants	1061	7304	10,566	7304	10566	1209	13287
Number of Senior Meals Served	36	47	48	47	48	4	51
Number of Meals Participants	3277	3965	5658	3965	5658	439	6843
Offsite Presentation Attendees	0	145	435	145	435	0	525
Total Number of Programs Offered	53	124	166	124	166	20	217
Revenues							
Youth Programs	\$44,261.00	\$57,366.00	\$ 79,821.40	\$57,366.00	\$79,821.40	\$12,408.00	\$ 83,065.00
Adult Programs	\$ 6,230.00	\$ 7,925.00	\$ 11,780.00	\$7,925.00	\$11,780.00	\$65.00	\$ 12,865.00
Special Events	\$ 3,495.00	\$ 3,080.00	\$ 2,940.00	\$3,080.00	\$2,940.00	\$1,645.00	\$ 4,140.00
Senior Meals	\$ 8,222.50	\$11,442.00	\$ 18,754.00	\$11,442.00	\$18,754.00	\$1,451.00	\$ 22,748.00
Shelter Reservations	\$ 9,112.50	\$12,995.00	\$ 7,675.00	\$12,995.00	\$7,675.00	\$1,610.00	\$ 8,910.00
Facility Reservations	\$ 2,956.25	\$19,181.75	\$ 16,978.25	\$19,181.75	\$16,978.25	\$1,753.13	\$ 26,111.88
Field Rentals	\$ 5,820.50	\$ 3,913.00	\$ 5,578.50	\$3,913.00	\$5,578.50	\$235.00	\$ 2,473.00
Affiliate League/Tournament Fee Revenue	\$ -	\$13,666.50	\$ 29,825.50	\$13,666.50	\$29,825.50	\$6,178.00	\$ 22,876.50
Misc	\$ 9,686.39	\$25,818.31	\$ 8,763.20	\$25,818.31	\$8,763.20	\$0.00	\$ 9,787.94
Maintenance							
Mowing Hours	2,195	1660.25	1548.5	1660.25	1548.5	211	1521
Work Orders Received	9	15	24	15	24	1	17
Work Orders Completed	9	14	23	14	23	1	17
Number of Projects Started	39	31	8	31	8	1	17
Number of Projects Completed	32	29	8	29	8	1	16
Number of ballfield rainouts	NA	156	321	156	321	19	376
Bags of Field Dry Used	NA	100	42	100	42	14	116

White House Library June Monthly Report

Summary of Activities

Summer Reading began on June 3rd. All ages are allowed to participate and track their minutes on the app called Readsquared. The more reading benchmarks an individual reaches, the more chances they have to win prizes. The library gives these incentives to encourage reading during the summer break in order to help kids not fall into the summer slump.

The library held its Fandom Fair event on Saturday, June 8th. The event was the most successful the library has had with over 1,215 people in attendance. Staff heard many compliments about the circus, cat lounge, face painters, vendors, petting zoo, etc. The staff, volunteers and vendors/performers all help to make it a great event and we hope to improve it even more next year.

The library director attended a Lion's Club meeting on June 14th. The director turned in the eye glasses that were collected from the library to this organization. The group is going to try to work on holding a craft fair with vendors and food trucks in October.

The library director submitted the Tech Grant on June 17th. If received, this grant will allow the library to purchase computers and other technology devices. The library will be notified in October how much they will receive from this grant.

The Executive Committee met on June 17th. The group reviewed the director's OKRs, her strengths assessment test, the library's long range plan and patron survey.

The Marketing Committee met on June 18th. The group reviewed the post Fandom Fair numbers and comments, the patron survey and the marketing plan.

The library director met with strengths coach Brianna Campbell to review SMART goals based on her strengths assessments and way to incorporate it into her work.

The library director attended the BMA meeting on June 20th. At this meeting the library director presented the Public Library Service Agreement to be voted on. This is an agreement between the city and the state library and outlines what each organization will provide for the other.

Department Highlights

The highlight for the month was the success with our Fandom Fair. This is the kick off to summer reading and we had more attendees than ever. We had a lot of positive comments and made a lot of new library cards, showing that it helps bring people to the library.

**White House Public Library
June 2024 Performance Measures**

Official Service Area Populations

2020	2021	2022	2023	2024
14,363	14,455	14,820	15,094	15,094

Membership

June	2020	2021	2022	2023	2024
New Members	36	111	205	182	214
Updated Members	221	701	456	363	531
Yearly Totals	2020	2021	2022	2023	2024
Total Members	9,496	7,027	7,125	7,442	8,221
% of population with membership	66	49	48	49	54

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

Total Material Available: 39,767

Estimated Value of Total Materials: \$994,175

Total Materials Available Per Capita: 2.63

Last Month: \$994,550

Last Month: 2.63

State Minimum Standard: 2.00

Materials Added in June

2020	2021	2022	2023	2024
404	276	174	166	124

Yearly Material Added

2020	2021	2022	2023	2024
3,025	3,035	3,573	2,641	851

Physical Items Checked Out in June

2020	2021	2022	2023	2024
2,366	6,374	7,964	7,967	7,989

Cumulative Physical Items Check Out

2020	2021	2022	2023	2024
50,042	59,515	80,653	81,667	40,566

Miscellaneous item checkouts

June	2020	2021	2022	2023	2024
Technology Devices	27	66	75	62	77
Study Rooms	0	18	64	57	63
Games and Puzzles	4	135	205	148	172
Seeds	15	36	139	77	83
STEAM Packs	0	34	27	20	38
Cake Pans	10	5	3	2	1
Outdoor Items	*	*	*	9	2
Honor Books	*	*	*	3	4
Adult Kits	*	*	*	*	2
Museum Passes	*	*	*	*	18

Yearly Totals

2020	2021	2022	2023	2024
381	725	743	794	429
305	395	746	888	437
955	1,263	2,060	1,855	1,019
302	878	883	767	778
25	160	234	351	186
28	21	69	45	41
*	*	17	59	40
*	*	19	104	32
*	*	*	*	25
*	*	*	*	35

Library Services Usage

June	2020	2021	2022	2023	2024
Test Proctoring	19	17	9	12	18
Charging Station	0	3	2	1	0
Notary Services	10	14	11	20	9
Library Visits	1,931	4,577	5,863	5,732	7,200
Website Usage	1,194	2,955	3,482	5,205	923
Reference Questions	11	2	5	2	7

Yearly Totals

2020	2021	2022	2023	2024
74	108	61	54	71
47	45	21	16	6
88	144	135	167	85
30,007	38,913	48,253	48,053	26,899
17,977	27,907	33,678	36,648	5,396
60	73	31	37	32

Computer Users

June	2020	2021	2022	2023	2024
Wireless	118	358	476	384	442
Adult Users	202	170	230	179	202
Kids Users	0	60	542	194	200

Yearly Computer Users

2020	2021	2022	2023	2024
3,829	3,878	4,544	4,338	2,152
2,138	2,235	2,608	2,255	1,218
427	957	2,987	2,030	869

Library Volunteers

June	2020	2021	2022	2023	2024
Library Volunteers	1	8	16	24	7
Volunteer Hours	24	135	173	179	37

Yearly Totals

19-20	20-21	21-22	22-23	23-24
36	20	48	54	50
1,286	1,204	1,492.5	1,227	533.5

**White House Public Library
June 2024 Performance Measures**

Databases

Universal Class	June	2020	2021	2022	2023	2024
Sign ups	1	10	13	18	22	5
Courses started	1	53	39	2	24	17
Lessons viewed	6	1,771	1,008	876	419	341
Submissions	6	800	515	465	559	417

Coding	June
Logins	17
Hours	12.3
Tasks	63

2023	2024
31	50
19.6	39.5
29	145

Comics Plus	June	2024
Users	15	25
Checkouts	10	52

Kanopy	June	2023	2024
Visits	500	2,350	2,890
Plays	75	608	605
Accounts	8	89	37

Programs

1,000 books	2020	2021	2022	2023	2024
Monthly Sign-ups	1	0	4	0	0
Total program Sign-ups	83	84	113	145	69

Achievements	
500 Mark	0
Total Completion	0

We did a purge of participants that have aged out of the program.

Fandom Fair Activity	2021	2022	2023	2024
People Count	429	582	1,028	1,215
Panels	13	28	7	0
Kids Escape Room	71	94	113	170
Teen Escape Room	77	102	89	74
Costume Contest participants	20	22	36	8
Lego building contest	8	27	16	16

Face-to-face Kids Programs

June	2020	2021	2022	2023	2024
Programs	0	11	13	15	12
Attendees	0	570	515	722	297
Yearly	2020	2021	2022	2023	2024
Programs	43	91	136	129	74
Attendees	1,185	2,167	3,646	3,805	1,634

Grab & Go Kits

June	2020	2021	2022	2023	2024
Kits	0	5	0	0	0
Taken	0	147	0	0	0
Yearly	2020	2021	2022	2023	2024
Kits	38	44	7	7	0
Taken	1094	1,699	334	184	0

Teen/tween Face-to-Face Programs

June	2020	2021	2022	2023	2024
Programs	0	5	8	9	9
Attendees	0	134	24	24	24
Yearly	2020	2021	2022	2023	2024
Programs	11	43	98	112	61
Attendees	77	370	437	361	161

Teens Programs

June	2024
Programs	1
Attendance	2
Yearly	
Programs	11
Attendance	15

Grab & Go

June	2020	2021	2022	2023	2024
Kits	0	3	0	1	0
Taken	0	25	0	15	0
Yearly	2020	2021	2022	2023	2024
Kits	13	24	7	10	0
Taken	152	409	151	100	0

We are trying to hold teen only programs and are hoping those will start to draw more attendance.

Face-to-face Adult Programs

June	2020	2021	2022	2023	2024
Programs	0	6	6	8	10
Attendees	0	85	39	35	85
Yearly	2020	2021	2022	2023	2024
Programs	42	63	75	107	73
Attendees	214	351	377	589	539

Device Advice

June	2020	2021	2022	2023	2024
Sessions	0	4	10	16	4
Yearly	51	81	131	144	66
Passive					
June	*	0	0	0	0
Yearly	*	0	20	0	0

White House Public Library
June 2024 Performance Measures

Interlibrary Loan Services

June	2020	2021	2022	2023	2024
Borrowed	32	99	103	49	52
Loaned	6	21	25	19	31

Yearly Interlibrary Loan Services

2020	2021	2022	2023	2024
534	673	872	597	311
151	226	317	184	219

June	R.E.A.D.S
Adults	2625
Juvenile	215

Yearly Totals	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Adults	23,138	19,466	21,110	25,066	29,637
Juvenile	1,189	1,032	2,013	1,788	2,301

The READS statistics come from the state.

CITY COURT REPORT**June 2024****CITATIONS**

TOTAL MONIES COLLECTED FOR THE MONTH	\$2,883.50
TOTAL MONIES COLLECTED YTD	\$61,223.00

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$1,800.35
TOTAL MONIES COLLECTED YTD	\$27,720.95

<u>TOTAL REVENUE FOR MONTH</u>	<u>\$4,683.85</u>
TOTAL REVENUE YTD	\$88,943.95

DISBURSEMENTS

LITIGATION TAX	\$180.52
DOS/DOH FINES & FEES	\$88.35
DOS TITLE & REGISTRATION	\$109.25
RESTITUTION/REFUNDS	\$0.00
ON-LINE CC FEES	\$0.00
CREDIT CARD FEES	\$0.00
WORTHLESS CHECKS	\$0.00
<u>TOTAL DISBURSEMENTS FOR MONTH</u>	<u>\$378.12</u>
TOTAL DISBURSEMENTS YTD	\$9,180.37

<u>ADJUSTED REVENUE FOR MONTH</u>	<u>\$4,305.73</u>
TOTAL ADJUSTED REVENUE YTD	\$79,763.58

DRUG FUND

<u>DRUG FUND DONATIONS FOR MONTH</u>	<u>\$1,140.00</u>
DRUG FUND DONATIONS YTD	\$6,538.29

Offenses Convicted & Paid For Month	Count	Paid
Careless Driving		
Financial Responsibility Law	4	\$82.50
Registration Law	6	\$527.50
Improper Equipment	1	\$0.00
Texting/Hands Free Law	3	\$101.00
Codes Violation	1	\$132.50
DL Exhibited		
Red Light	6	\$430.00
Misc-Old DUI		
Stop Sign		
Speeding	13	\$1,222.50
Seat Belt-Child Restraint	1	\$30.00
Following Too Close		
Exercise Due Care	5	\$225.00
Failure to Yield		
Total	40	\$2,751.00

RESOLUTIONS....

ORDINANCES....

ORDINANCE 24-07

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 18, CHAPTER 3 SEWER RATES, FEES, AND CHARGES, SECTION 18-301.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding Sewer Rates, Fees and Charges;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 18, Chapter 3 SEWER RATES, FEES, AND CHARGES, Sections 18-301 be amended from the Municipal Code as follows:

TITLE 18: WATER AND SEWERS
CHAPTER 3: SEWER RATES, FEES, AND CHARGES
SECTIONS: 18-301
**Amends are made in bold, italics, and underlined text.*

Section 18-301. Rates.

- (2) Wastewater rates. Wastewater service shall be charged at rates established by the City of White House. Users will be charged a fixed amount based on the number of water meters installed unless one (1) water meter is used to service multiple units. In such cases, each unit will be charged at least the fixed rate for each individual unit service. The monthly wastewater rate schedule shall be as follows:

**City of White House
Wastewater Rate Schedule
Exhibit A**

	Residential Per Unit	Non-Residential Per Unit
Fixed Rate	\$21.44 <u>\$22.08</u>	\$46.90 <u>\$48.31</u>
Consumption	\$9.25 <u>\$9.53</u> per 1,000 Gallons	\$9.25 <u>9.53</u> per 1,000 Gallons

**City of White House
Wastewater Rate Schedule
Single Metered with Multiple Units
Exhibit B**

	Residential Per Unit	Non-Residential Per Unit
Fixed Rate	\$21.44 <u>\$22.08</u>	\$46.90 <u>\$48.31</u>
Consumption	\$9.25 <u>\$9.53</u> per 1,000 Gallons	\$9.25 <u>9.53</u> per 1,000 Gallons

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: June 20, 2024 PASSED

Second Reading: July 18, 2024

John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 24-08

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 8, CHAPTER 2 BEER SECTIONS 8-207 and 8-214.

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 2 BEER be revised from the Municipal Code as follows:

TITLE VIII: ALCOHOLIC BEVERAGES
CHAPTER 2: BEER
AMENDING SECTIONS: 8-207 and 8-214

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

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.~~ 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.

8-214. Privilege tax. There is hereby imposed on any holder of a permit under this chapter an annual privilege tax of one hundred dollars (\$100.00). At the time a new permit is issued, the permit holder shall be required to pay the privilege tax on a prorated basis for each month or portion thereof remaining until the next tax payment date. All permit holders shall remit the tax ~~between January 1st and~~ **by** February 1st of each year to the City of White House, Tennessee. Failure to pay the tax ~~on or~~ prior to February 1st shall result in immediate, temporary suspension of the holder's permit until further review by the beer board to consider imposition of civil penalties, revocation, suspension, or such other action permitted under this chapter. Upon timely payment of the tax each year, the City of White House will issue a renewal permit to the holder.

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: June 20, 2024 PASSED

Second Reading: July 18, 2024

John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder



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: July 9, 2024

Re: Zoning Ordinance amendment Use and Special Exception Change

With the increase in population in the area, we have numerous requests for different types of businesses, including **smoke shops**. I have enclosed a zoning amendment to allow smoke shops by special exception. Any new smoke shops/Tobacco stores would have to go to the Board of Zoning Appeals for approval. I have also added **used car lots** to the special exception list vs permitted use. Both **used car sales and smoke shops** have been added to the permitted use in Industrial Districts and would not have to go to Board of Zoning Appeals if opening in I-1, I-2 and I-3.

Please call or email with any questions regarding this request.

615-672-4350 Ext 2119

Ceagus L. Clark

Ceagus Clark
Director, Planning and Codes

ORDINANCE 24-09

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING ARTICLE IV AND ARTICLE V OF THE ZONING ORDINANCE, AS INDICATED BELOW, CONCERNING PERMITTED USES AND SPECIAL EXCEPTION USE IN THE CITY OF WHITE HOUSE.

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to provide defined regulation for Temporary Use Permits in Zoning Districts.

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

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

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

First Reading: July 18, 2024

Second Reading: August 15, 2024

John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder

Article IV

Section

- 4.010 Off-Street Parking Requirements (Amended by Ordinance 06-19, May 18, 2006)
- 4.020 Off-Street Loading and Unloading Requirements
- 4.030 Temporary Use Regulations (Amended by Ordinance No. 06-03, Feb. 2006)
- 4.040 Home Occupations (Deleted by Ordinance No. 99-13, July, 1999)
- 4.050 Gasoline Service Station Restrictions
- 4.060 Swimming Pool Restrictions
- 4.070 Standards for Signs
- 4.080 Development Standards for Automobile Wrecking,
Junk and Salvage Yards
- 4.090 Development Standards for Mobile Home Parks
- 4.100 Special Conditions for Review Pertaining to Bed and Breakfast
Home Residences
- 4.110 Self-Service Storage Activities
- 4.120 Activity Type - Adult Oriented Business
- 4.121 Secondary Single Family Residential Dwelling Units (Added by Ordinance
12-10, August 16, 2012)
- 4.130 Development Standards for Churches, Public/Private Schools, and
Other Places of Public Assembly in Residential and Agricultural Areas (Amended by Ordinance
06-08, February 16, 2006)
- 4.140 Alternative Provisions for Lot Size and the Location of Open Space
(Amended by Ordinance No. 05-08, May 19, 2005)
- 4.150 Special Institutional Care Facilities
- 4.160 Twenty-four (24) Hour Medical/Veterinarian Clinic Accessory Residential
Quarter (Added by Ordinance No. 05-09, May 19, 2005)
- 4.170 Residential Agricultural Uses (Added by Ord. No 06-06, February 16, 2006)
- 4.180 Home Occupations (Added by Ordinance 06-16, May 18, 2006)
- 4.190 Accessory Residential Family Dwelling Unit (Added by Ordinance 06-31,
August 17, 2006)
- 4.200 Commercial Accessory Residential Unit (Added by Ordinance 10-04,
April 15, 2010)
- 4.210 Smoke Shops and Tobacco Stores**

SMOKE SHOPS, TOBACCO STORES

1) Notwithstanding any other provision of this title to the contrary, smoke shops, tobacco stores, and medical marijuana dispensaries shall be permitted by Special Exception only in Commercial, zoning districts C-1 and C-2 General Commercial.

2) Additional zoning and land use standards for smoke shops, tobacco stores, and medical marijuana dispensaries shall be as follows:

a) Smoke shops, tobacco stores shall not be located within one thousand (1,000) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather.

b) Smoke shops, tobacco stores shall not be located within five hundred (500) feet, measured property line to property line, from another smoke shop and tobacco store.

c) It is unlawful for a smoke shop, tobacco stores to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shops, tobacco stores.

d) Smoke shops, tobacco stores shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store. It shall be unlawful for a smoke shop and tobacco store to fail to display and maintain, or fail to cause to be displayed or maintained, such signage.

3) Standard conditions of approval for any Special Exception shall, at minimum, include the following:

a) No smoking shall be permitted on the premises at any time.

b) No sales may be solicited or conducted on the premises by minors.
c) No self-service, product, or paraphernalia displays shall be permitted.
d) No distribution of free or low-cost products or paraphernalia, as well as coupons for said items, shall be permitted.
4) Smoke shops, tobacco stores that are legally existing on the effective date of the ordinance codified in this chapter may continue to operate as legal nonconforming uses in accordance with Article VII, Section 7.020 Nonconforming Uses, and shall not be required to obtain a Special Exception. However, any change or expansion of the legal nonconforming use may require compliance with this chapter and a Special Exception.

5.053 Commercial Districts

The Commercial Districts established by this ordinance are designed to promote and protect the health, safety, comfort, convenience, order, prosperity and other aspects of the general welfare. These goals include among others, the following:

- A. To provide sufficient space, in appropriate locations in proximity to established residential areas, for local retail and service trades catering specifically to the recurring shopping needs of the occupants of nearby residences;
- B. To protect both retail and service developments and nearby residences against fire, explosions, toxic and noxious matter, radiation, and other hazards, and against offensive noise, vibration, smoke, dust and other particulate matter, odorous matter, heat, humidity, glare, and other objectionable influences;
- C. To protect both retail and service developments and nearby residences against congestion, by regulating the intensity of retail and service developments consistent with their marketing functions, by restricting those types of establishments which generate heavy traffic, and by providing for off-street parking and loading facilities;
- D. To provide sufficient space in appropriate locations for commercial districts to satisfy functional needs of White House, and in particular the need for medical services, and the needs of the general public traveling along major highways;
- E. To provide sufficient space in appropriate locations for the mixture of compatible high density residential and restricted commercial developments where standards for development will provide protection for the environmental essentials of either;
- F. To provide sufficient space in appropriate locations for all types of commercial and miscellaneous service activities;
- G. To enhance the central business district and to promote and protect its service attributes, to lessen congestion in the district, to provide for high intensity of land use consistent with land valuation, and to protect its intended functional aspects against encroachment by detrimental influences;
- H. To promote the most desirable use of land and direction of building developments in accord with a well constructed plan, to promote stability of commercial development, to strengthen the economic base of White House, to protect the character of the districts and their peculiar suitability for particular uses, to conserve the value of land and buildings, and to protect White House's tax revenues.

5.053.1 C-1, Central Business Service District

A. District Description

This district is designed to provide for a wide range of retail, office, amusement, service uses, and light industrial processes involving high performance standards. In addition, this district provides for governmental uses, and community facilities and utilities necessary to serve the district or which are required for the general community welfare. The regulations are structured to permit maximum freedom of pedestrian movement. Relative high density and intensity of use is permitted in this district.

B. Uses Permitted

In the C-1, Central Business Service District, the following uses and their accessory uses are permitted.

1. General retail sales and services.
2. Professional, finance, insurance, real estate, personal, business, and repair services.
3. Manufacturing, provided it is incidental to the retail business or service which sells the made products on the premises and that such manufacturing activity occupies less than forty (40) percent of the floor area and employs not more than five (5) operators.
4. Hotels, motels and boarding houses.
5. Commercial amusement establishments.
6. Churches and other places of assembly.
7. Mortuaries and undertaking services.
8. Newspaper and printing plants.
9. Governmental buildings and community centers.
10. Utility facilities (without storage yards) necessary for the provision of public services.
11. Communication business services.
12. Educational services.
13. Signs and billboards as regulated in Article IV, Section 4.080.
14. Gasoline service stations.
15. Food services.
16. Wholesale sales.
17. Medical services.
18. Veterinary services (excluding livestock).
19. Convenience sales and service.

20. Laundry and dry-cleaning services.
21. Essential municipal services.
22. Accessory Firework Sales.
23. Vehicular craft, and related equipment sales, rental and delivery.

C. Uses Permitted as Special Exceptions

In the C-1, Central Business Service District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with Article VII, Section 7.060.

1. Automotive parking lot.
2. Warehousing and storage uses.
3. Day care centers.
4. Research services.
5. Retail business supply.
6. Twenty (24) Hour Medical/Veterinarian Clinic Accessory Residential Quarter meeting requirements of 4.160. **(Added by Ordinance 05-09, May 19, 2005)**
7. Commercial Accessory Residential Unit.
8. Short Term Rentals (4.100)
9. Motor Vehicle Service and Repair, Minor

10. Used Car Sales

11. Smoke Shops, Tobacco Stores

***See Article 4, 4.080 Development Standards for Automobile Wrecking, Junk and Salvage Yards and Motor Vehicle Service and Repair, Major and Minor**

D. Uses Prohibited

Industrial uses; automobile wrecking, junks, and salvage yards; uses not specifically permitted or uses not permitted upon approval as a special exception. **(Amended by Ordinance 99-17, July 15, 1999)**

E. Dimensional Regulations

All uses permitted in the C-1, Central Business Service District shall comply with the following requirements, except as provided in Article VI.

1. Minimum Lot Size Requirements

No minimum lot size shall be required in the C-1 District.

2. Minimum Yard Requirements

Front Yard - Twenty (20) Feet. If a building or buildings on an adjacent lot or lots provide front yards less than twenty (20) feet in depth, a front yard equal to the average of adjacent front yards shall be provided. Rear yard - twenty (20) feet. Side yard - none is required. However, if an open area extending along a side lot line is provided, it shall be at least ten (10) feet wide, and it shall be unobstructed.

3. Maximum Lot Coverage

There is no restrictions on the area occupied by all buildings including accessory buildings on a lot or parcel located in the C-1 District.

4. Height Requirement

No building shall exceed fifty-three (53) feet in height, **Amended by Ordinance 15-09, May 21, 2015.)** except as provided in Article VII, Section 7.040. **(Amended by Ordinance 03-10, August 21, 2003)**

- a. The maximum building height at the street line shall be thirty-five (35) feet.
- b. For each foot the buildings is set back from the street line, the height of the building may be increased by one and one-half (1 1/2) feet to a maximum height of sixty-five (65) feet.

5. Parking Space Requirements

As regulated in Article IV, Section 4.010.

F. Landscaping Requirements

See Article III, Section 3.130 (c).

G. Outdoor Storage

1. All outdoor storage shall be prohibited in the front yard which shall be interpreted as that portion of the property abutting the portion of the property abutting the right-of-way.
2. Outdoor storage shall take place in the rear yard and shall be screened by fencing or landscaping.

5.053.1.1 C-1R Central Business Service District-Gateway Infill Residential

A. District Description

This district is designed to provide for a wide range of retail, office, amusement, service uses, in addition to residential uses in a mixed-use setting. In addition, this district provides for governmental uses, and community facilities and utilities necessary to serve the district or which are required for the general community welfare. The regulations are structured to permit maximum freedom of pedestrian movement and design flexibility need for in-fill type developments on smaller properties to incorporate residential uses on properties and within buildings of commercial permitted uses. Relative high density and intensity

of use is permitted in this district. The intention is for the C1R zoning districts to be in the gateway areas of the City's Town Center area including Hwy 31W from Raymond Hirsch Parkway to Calista Road and SR 76 from the City park to the town center area at the intersection of Hwy 31W/SR 76/College Street.

B. Uses Permitted

In the C-1, Central Business Service District, the following uses and their accessory uses are permitted.

1. General retail sales and services.
2. Professional, finance, insurance, real estate, personal, business, and repair services.
3. Hotels, motels and boarding houses.
4. Commercial amusement establishments.
5. Churches and other places of assembly.
6. Governmental buildings and community centers.
7. Utility facilities (without storage yards) necessary for the provision of public services.
8. Communication business services.
9. Educational services.
10. Signs and billboards as regulated in Article IV, Section 4.070.
11. Food services.
12. Wholesale sales.
13. Medical services.
14. Convenience sales and service.
15. Laundry and dry-cleaning services.
16. Essential municipal services.
17. Vehicular craft, and related equipment sales, rental and delivery.
18. Residential mixed use shall be a maximum of three (3) acres.
19. Residential mixed use including upper story residential, single or two family detached, attached, semi-attached, and multi-family units not exceeding thirteen (13) units per acre.
20. Residential single family detached, attached, multi-family not exceeding thirteen (13) units per acre.

C. Uses Permitted as Special Exceptions

In the C-1, Central Business Service District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with Article VII, Section 7.060.

1. Automotive parking lot.
2. Day care centers
3. Short Term Rentals (4.100)

D. Uses Prohibited

Industrial uses; automobile wrecking, junks, and salvage yards; uses not specifically permitted or uses not permitted upon approval as a special exception.

E. Dimensional Regulations

All uses permitted in the C-1R District shall comply with the following requirements, except as provided in Article VI.

1. Minimum Lot Size Requirements

No minimum lot size shall be required in the C-1 District.

2. Minimum Yard Requirements

Front Yard –Ten (10) feet* See Section 5 Parking Space

Side Yard – Five (5) feet except one- and two-family dwellings side setback- 6.5** feet

**Five-feet side (5) minimum side setback permitted where fire protection meets City's Fire Department requirements for reduced building separation.

Rear Yard- Ten (10) feet

3. Maximum Lot Coverage

There are no restrictions on the area occupied by all buildings including accessory buildings on a lot or parcel located in the C-1 District.

4. Height Requirement

No building shall exceed fifty-three (53) feet in height, except as provided in Article VII, Section 7.040.

- a. The maximum building height at the street line shall be thirty-five (35) feet.
- b. For each foot the buildings is set back from the street line, the height of the building may be increased by one and one-half (1 1/2) feet to a maximum height of five-three (53) feet in height

5.

Parking Space Requirements

As regulated in Article IV, Section 4.010 and 3.090. Increased front setback of thirty (30') feet is required for residential parking areas between secondary public streets and buildings to ensure parking in front would not block public sidewalks or roadways.

F. Landscaping Requirements

See Article III, Section 3.120. Where a transitional buffer yard requires a buffer exceeding ten (10) feet, a solid fence or wall meeting the requirements of the City Commercial Design Standards with a solid understory vegetative screen is permitted to be completed within the ten (10') rear setback as determined by the Planning Commission based on site plan design and property conditions.

G. Outdoor Storage

1. All outdoor storage shall be prohibited in the front yard which shall be interpreted as that portion of the property abutting the portion of the property abutting the right-of-way.

2. Outdoor storage shall take place in the rear yard and shall be screened by fencing or landscaping.

H. All commercial and all new residential developments including one- and two-family residential buildings shall be regulated by the commercial design standards since the zoning district is intended for a mixed-use zoning district.

5.053.2 C-2, General Commercial

A. District Description

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

B. Uses Permitted

1. Medical offices and clinics.
2. Office buildings for finance, insurance, real estate, legal, engineering, architectural and similar personnel.
3. Hotels and motels.
4. Churches and other places of assembly.
5. Mortuaries and undertaking services.
6. Government buildings and community centers.
7. General retail trade.
8. Entertainment and amusement.

9. Consumer repair.
10. Utility facilities (without storage yards) necessary for the provision of public services.
11. Communication business services.
12. Day Care Centers.
13. Business colleges and other similar educational services (excluding auto-diesel schools).
14. Convenience retail.
15. Apparel and accessories retail.
16. Food service.
17. Auto service stations.
18. Animal care and veterinary.
19. Essential municipal services.
20. Interstate Sign District (C-2) (Zoning Atlas, Dated: **(July 10, 1995)**)
21. Accessory Firework Sales.
22. Automobile sales provided buffer screen is provided and banner and flag streamers are not placed on the property.
23. Retail Package Stores
24. Motor Vehicle Service and Repair, Minor
25. Motor Vehicle Service and Repair, Major

***See Article 4, 4.080 Development Standards for Automobile Wrecking, Junk and Salvage Yards and Motor Vehicle Service And Repair, Major and Minor.**

C. Uses Permitted as Special Exceptions

In the C-2, General Commercial District, the following uses and their accessory uses may be permitted as a special exception after review and approval by the Board of Zoning Appeals.

1. Warehousing provided that no manufacturing is involved, screening is provided, and the building does not exceed thirty-five (35) feet in height.
2. Twenty (24) Hour Medical/Veterinarian Clinic Accessory Residential Quarter meeting requirements of 4.160. **(Added By Ordinance 05-09, May 19, 2005)**
3. **Used Car Sales**

4. Smoke Shops, Tobacco Stores, and Medical Marijuana Dispensaries

D. Uses Prohibited

1. Industrial uses, automobile wrecking, and/or recycling uses, junk or salvage yards, van or truck storage uses and uses not specifically permitted as a special exception. **(No body shops per Ordinance 92-12). (Amended by Ordinance No. 99-17, July 15, 1999)**

E. Dimensional Regulations

All uses permitted in the C-2, General Commercial District, shall comply with the following requirements except as provided in Article VI.

1. Minimum Lot Size Requirements

No minimum lot size shall be required.

2. Minimum Yard Requirements

Front Yard	20 feet
Two-thirds (2/3) of the front yards must be dedicated to landscaping).	
Side Yard	10 feet
Rear Yard	20 feet
Building Setback	35 feet

3. Maximum Lot Coverage

Provided landscaping and parking requirements are met there is no restrictions on the area occupied by all buildings including accessory buildings on a lot or parcel located in the C-2 District.

4. Height Requirements

No building shall exceed fifty-three (53) feet in height **(Amended by Ordinance 15-09, May 21, 2015.)**, except as provided in Article VII, Section 7.060.

F. Landscape Requirements

1. As regulated in Article III, Section 3.130, (c).

G. Outdoor Storage

1. All outdoor storage shall be prohibited in the front yard which shall be interpreted as that portion of the property abutting the right-of-way.
2. Outdoor storage shall take place in the rear yard and shall be screened by solid, non-transparent fencing or landscaping.

5.053.3 C-3, Neighborhood Service Business District

A. District Description

This district is designed to provide for uses to serve the recurring household needs and personal service requirements of the occupants of nearby residential areas. The permitted establishments are those which provide for regular local shopping and which, therefore, are visited frequently by customers. This district may occur along or away from arterial streets, characteristically are small, and are distributed widely for convenient accessibility by residential area occupants. The bulk regulations are established to provide for maximum compatibility between the commercial activity in the district and adjacent residential activity, and to lessen the concentration of vehicular traffic as compared to other commercial districts providing goods and services for more extensive marketing area.

B. Uses Permitted

In the C-3, Neighborhood Service Business District, the following uses and their accessory uses are permitted:

1. Generally recognized retail business which supplies commodities on the premises for persons residing in adjacent residential areas, such as groceries, meats, dairy products, baked goods or other food, drugs, dry goods, and notions or hardware.
2. Personal service establishments which performs services on the premises such as repair shops (radio, television, shoe and etc.), beauty parlors or barbershops and self-service laundries.
3. Signs as regulated in Article IV, Section 4.080.
4. Essential municipal services.

C. Uses Permitted as Special Exceptions

In the C-3, Neighborhood Service Business District, the following uses and their accessory uses may be permitted as special exceptions after review and approval by the Board of Zoning Appeals.

1. Day Care Centers.

D. Uses Prohibited (Amended by Ordinance No. 99-17, July 15, 1999)

In the C-3, Neighborhood Service Business District, all uses, including those uses involved in the sale of fireworks; as well as retail liquor and package stores are prohibited, with the exception of those uses that are specifically permitted, or those uses which permitted as accessory uses.

E. Dimension Regulations

All uses permitted in the C-3, Neighborhood Service Business District, shall comply with the following requirements except as provided in Article VI.

1. Minimum Lot Size Requirements

The minimum lot size in the C-3 District shall be fifteen thousand (15,000) square feet.

2. Minimum Yard Requirements

Front Setback	25 feet
Side	20 feet
Rear	20 feet

3. Maximum Lot Coverage

On any lot or parcel of land, the area occupied by all buildings including accessory buildings may not exceed sixty (60) percent of the total area of such lot or parcel.

4. Height Requirement

No building shall exceed fifty-three (53) feet in height (**Amended by Ordinance 15-09, May 21, 2015**), except as provided in Article VI, Section 6.030.

F. Landscaping Requirement

1. As regulated in Article III, Section 3.103, C.

G. Outdoor Storage

1. All outdoor storage shall be prohibited in the front yard which shall be interpreted as that portion of the property abutting the right-of-way.
2. Outdoor storage shall take place in the rear yard and shall be screened by fencing or landscaping.

5.053.4 C-4, Office/Professional Service District

A. District Description

This district is designed to provide for the provision of professional office services, medical and personal services, as well as financial, insurance, real estate governmental, and consulting services. In addition to office activities certain community facilities are permitted to serve the needs of persons frequenting this district. Uses requiring the outdoor storage of goods and services, the repair and maintenance of vehicles, as well as the sale of retail products are prohibited within this district.

B. Uses Permitted

1. Essential municipal services such as:
 - city, county, state, and federal offices
 - civil defense facilities
 - court buildings
 - fire department facilities
 - police department facilities
 - post offices
2. Community centers
3. Mortuaries and undertaking services

4. Churches and places of assembly
5. Utility facilities (without storage yards) necessary for the provision of public services
6. Day care centers
7. Business colleges and other similar educational services (excluding auto-diesel schools)
8. Entertainment and amusement uses (with the exception of adult entertainment uses such as adult book stores, adult video stores, and adult cabarets and theaters wherein persons expose their sexual organs, or appear in a state of nudity, engage in sexual intercourse, engage in sexual deviant activity, and, or fondle the genitals of himself, herself, or another person).
9. Health care facilities such as:
 - centers for observation and rehabilitation
 - convalescent homes
 - hospitals
 - medical clinics
 - assisted living centers
10. Financial, consulting, and administrative services such as:
 - agricultural credit institutions
 - banking and bank related functions
 - credit unions
 - holding investment organizations
 - insurance carriers, agents, brokers, and services
 - money management, and investment offices
 - real estate brokers, managers, and appraisers
 - rediscount and financing institutions for credit agencies other than banks
 - savings and loan associations
 - securities, commodities, brokers, dealers, and exchanges
 - title offices.
11. General business and communications services such as:
 - advertising agencies and services
 - commercial services including radio and television broadcasting studios, telegraph offices and message centers, telephone exchanges and relay towers, and television and recording production studios
 - computer and data processing services
 - credit reporting, adjustment, and collection agencies
 - detective agencies and protective services
 - drafting services
 - employment, personnel, and temporary help services
 - exterminating services (with no outside storage)
 - interior decorating and consulting services
 - mailing, reproduction, and commercial art services
 - management, consulting, and public relations services
 - membership organizations including automobile clubs, better business bureaus, chamber of commerce, labor unions, political organizations, professional associations, and cultural and fraternal organizations
 - news syndicates

- research and development laboratories
 - trading stamp services
 - travel agencies
12. General personal services including photographic studios, photofinishing studios, catering services, and clothing rental agencies
 13. Medical and professional services such as:
 - accounting, auditing, and bookkeeping services
 - artist studios
 - attorneys and law offices
 - chiropractic offices
 - consulting scientists
 - dental offices and laboratories
 - educational and scientific research services
 - engineering and architectural services
 - optometrists
 - physicians offices
 - physiologists and psychotherapists offices
 - songwriters and music arrangers
 - writers and lecturers
 14. Convenience commercial services such as:
 - bakeries
 - barber shops
 - beauty shops
 - drug stores
 - hardware stores
 - laundry and dry cleaning pick-up stations
 15. Veterinarian clinics (with no outdoor animal pens)
 16. Cultural services to include art galleries and botanical gardens
 17. Legitimate health spas and fitness clubs (with the exception of illegitimate massage parlors, rap parlors, and/or saunas, wherein persons expose their sexual organs or appear in a state of nudity, engage in sexual intercourse, engage in deviant sexual activity, and/or fondle the genitals of himself, herself, or another person).
 18. Photographic studios
 19. Office and retail business supply uses

C. Uses Permitted as Special Exceptions

1. Food service establishments.
2. Twenty (24) Hour Medical/Veterinarian Clinic Accessory Residential Quarter meeting requirements of 4.160 **(Added by Ordinance 05-09, May 19, 2005)**

D. Uses Prohibited

Industrial uses, automobile wrecking and/or recycling uses, junk or salvage yards, van, car, or truck storage uses, body shops and other types of vehicular repair uses, general retail trade uses, automotive, marine, trailer, and farm implement sales uses, distribution, warehousing and construction uses, all

types of rental storage uses, as well as any type use requiring outdoor storage, as well as any other uses not otherwise permitted.

E. Dimensional Regulations

All uses permitted in the C-4, Office/Professional Service District, shall comply with the following requirements except as provided in Article VI.

1. Minimum Lot Size Requirements

No minimum lot size shall be required.

2. Minimum Yard Requirements

Front Yard (Two-thirds (2/3) of the front yard must be dedicated to landscaping)	20 feet
--	---------

Side Yard	15 feet
-----------	---------

Rear Yard	20 feet
-----------	---------

Building Setback	35 feet
------------------	---------

3. Maximum Lot Coverage

Provided landscaping and parking requirements are met, there is no restriction on the area occupied by all buildings on a zone lot or parcel located within the C-4 District.

4. Height Requirements

No building shall exceed fifty-three (53) feet in height (**Amended by Ordinance 15-09, May 21, 2015.**), except as provided in Article VII, Section 7.040. (**Amended by Ordinance 03-10, August 21, 2003**)

F. Landscape Requirements

1. As regulated in Article III, Section 3.130, (c).

G. Outdoor Storage

1. There shall be no outdoor storage allowed within the C-4 District.

5.053.5 C-5, Limited Office/Professional Service District

A. This district is to provide for the provision of professional offices and services. This district would provide a transitional zoning classification with residential and commercial uses. In addition to office activities, certain community facilities are permitted. Uses requiring the outdoor storage of goods and services, the repair and maintenance of vehicles, as well as the sale of retail products are prohibited within this district.

B. Uses Permitted

1. Essential municipal services such as:
 - city, county, state, and federal offices
 - civil defense facilities
 - court buildings
 - fire department facilities
 - police department facilities
 - post office
 - parks and recreation
2. Churches and places of assembly
3. Utility facilities (without storage yards) necessary for the provision of public services.
4. Day care centers
5. Professional (non-medical) offices and services
6. Hair and Nail Salons and accessory retail.
7. Personal Services including photo studios, clothing rentals, catering services, clothing rental agencies, and accessory retail.

C. Uses Prohibited

Industrial uses, automobile wrecking and/or recycling uses, junk or salvage yards, van, car, or truck storage uses, body shops and other types of vehicular repair uses, general retail trade uses, automotive, marine, trailer, and farm implement sales uses, distribution, warehousing and construction uses, all types of rental storage uses, as well as any type use requiring outdoor storage, as well as any other uses not otherwise permitted.

D. Dimensional Regulations

All uses permitted in the C-5, Office/Professional Service District, shall comply with the following requirements except as provided in Article VI.

1. Minimum Lot Size Requirements

No minimum lot size shall be required.

2. Minimum Yard Requirements

Front Yard 35 feet

Side Yard 15 feet

Rear Yard 25 feet

3. Maximum Lot Coverage

On any lot or parcel of land, the area occupied by all buildings may not exceed sixty (60%) of the total area of such lot or parcel.

4. Height Requirements

No building shall exceed fifty-three (53) feet in height, **(Amended by Ordinance 15-09, May 21, 2015)** except as provided in Article VII, Section 7.040. (Amended by Ordinance 03-10, August 21, 2003).

E. Landscape Requirements

As regulated in Article III

F. Outdoor Storage

There shall be no outdoor storage allowed within the C-5 District.

5.053.6 C-6, Town Center Commercial District

- A. District Description: This district is designed to provide for a mixed use Commercial, office, and residential zoning district for the redevelopment of the City's Town Center including retail, office service uses with high performance standards, community facilities, and high density residential uses. The regulations are structured to permit maximum freedom of pedestrian traffic. A relatively high intensity of use is permitted in this district.
- B. Permitted Uses: In the C-6 Town Center Commercial District, the following Uses and their accessory uses as described are permitted by right.

Community Facility Activities:

Cultural and Recreational Services
Essential Municipal Services

Commercial Activities:

Convenience Commercial. Drive thru lanes, open bays, and accessory uses shall not be visible from roadways and be located at the rear of buildings. Indoor Entertainment and Amusement Services, with the exception of adult entertainment uses as defined in zoning ordinance.

Financial, Consulting, and Administrative Services. Drive thru lanes, and accessory uses shall not be visible from roadways and be located at the rear of buildings.

Food and Beverage Services

Consumer Repair Services, not including vehicle and mechanical repair services.

General Business and Communication Services

General Personal Services

General Retail Trade

Medical and Professional Services

Hotels

Mixed Use Facility with Permitted Residential Activities

Other uses determined by Planning Commission that are compatible with town center uses but shall not include prohibited uses.

Retail Package Stores

Residential Activities:

Multi-Family Residential at density of 20 units per acre, or 50 units per acre if the residential units are housed in buildings of at least 4 stories and a minimum of 40 feet tall. Properties with limited lot area shall be permitted one residential unit per 750 sq ft of building area designated for multi-family use.

Mixed Use Facility with Permitted Commercial Activities including upper story residential uses.

- C. Uses Permitted as Special Exceptions:

In the C-6, Town Center Commercial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval in accordance with the provisions of the Zoning Ordinance.

Detached Single Family Residential Dwelling
Accessory Residential Family Dwelling Unit
Education and Day Care Facilities
Churches and Places of Community Assembly
Health Care Facilities
Short-Term Rentals (4.100)

D. Prohibited Uses:

Industrial uses, automobile wrecking, recycling uses (except city recycling drop-off center), junk or salvage yards, van, car, or truck storage uses, body shops and other types of vehicular repair uses, automotive, marine, trailer, and farm implement sales uses, distribution, warehousing, and construction uses, all types of rental storage uses, as well as any type use requiring outdoor storage, as well as any other uses not otherwise permitted. Seasonal and permanent sales of fireworks. Other uses determined by the Planning Commission to be non-compatible with town center uses.

E. Dimensional Regulations:

Minimum Lot Size	1,000 sq ft
Lot Width at Building Setback	20 ft minimum
Maximum Lot Coverage	100%
Maximum Building Height	53 ft.
Minimum Building Height	25 ft
Front Setback	Minimum None/7.5 ft Maximum
• Only courtyards and landscaping are permitted in front setbacks.	
Side Yard Setback	Minimum None/10 ft Maximum
Rear Yard Setback	5 ft Minimum on Interior Roadways and Alleyways/20 ft Minimum for Perimeter Zoning Boundary

Special Conditions:

Building setback shall be listed on approved final subdivision plat. The Subdivision plat shall include five (5) ft building construction and maintenance easement. Due to building connections and reduced building setbacks then exterior walls shall be designed to meet provisions of City's adopted building and fire codes. The Planning Commission in review of the site plan and subdivision plats for all developments, including single family dwellings, may alter minimum lot size, lot width, and setback requirements due to the unique development characteristics with a mixed use town center redevelopment project.

G. Other Provisions:

Accessory Structures

Accessory structures may be located in rear yards only at the discretion of the Planning Commission on an approved site plan.

Parking Requirements

The number, size, and construction of parking spaces shall be regulated per zoning ordinance requirements and commercial design standards. Parking areas shall be

located to rear of buildings to promote a continuous street-wall. On-street parking and shared parking facilities are encouraged.

Service Areas

The delivery, service, mechanical and electrical units, and dumpster/trash cart area shall be located at rear of site and shall not be visible from roadways.

5.054 Industrial Districts

The Industrial Districts established by this ordinance are designed to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of the general welfare. These goals include, among others, the following specific purposes:

- A. To provide sufficient space, in appropriate locations, to meet the needs of the area of White House's expected economic expansion for all types of distributive, industrial and related activities, with due allowance for the need for choice of suitable sites;
- B. To protect distributive, industrial and related activities, as well as residential and related activities by providing for the separation of these uses, and, as far as possible, provide that appropriate space needs for distributive and industrial activities are available by prohibiting the use of such space for residential purposes;
- C. To encourage industrial development which is free from danger of fire, explosions, toxic or noxious matter, radiation, smoke dust, or other particulate matter, and other hazards, and from offensive noise, vibration, odorous matter, heat, humidity, glare, and other objectionable influences, by permitting such development in areas where this ordinance restricts the emission of such nuisances, without regard to the industrial products and processes involved;
- D. To protect adjacent residential and commercial areas, and to protect the labor force in other establishments engaged in less offensive types of industrial and related activities, by restricting those industrial activities which involve danger of fire, explosions, toxic or noxious matter, and other hazards, or create offensive noise, vibration, heat, humidity, glare, and other objectionable influences, by permitting such development in areas where this ordinance restricts the emission of such nuisances, without regard to the industrial products or processes involved;
- E. To protect industrial activities and related developments against congestion, as far as is possible and appropriate in each area, by limiting the bulk of buildings in relation to the land around them and to one another, and by requiring space off public ways for parking and loading facilities associated with such activities.
- F. To promote the most desirable use of land and direction of building development, to promote stability of industrial and related development, to strengthen the economic base of the White House area, to protect the character of these districts and their peculiar suitability for particular uses, to conserve the value of land and buildings, and to protect White House's tax revenues.

5.054.1 I-1, Light Industrial District

A. District Description

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

B. Uses Permitted

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

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

17. Professional, financial consulting and administrative services.
18. Communication services.
19. Commercial amusement services.
20. Auto repair body shops.
21. Essential municipal services.

22. Used Car Sales

23. Smoke Shops, Tobacco Stores

C. Uses Permitted as Special Exception

In the I-1, Light Industrial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval by the Board of Zoning Appeals.

1. Day care centers.
2. Special institutional care facilities. **(Added by Ordinance No. 97-15, December 20, 1997)**
3. Twenty (24) Hour Veterinarian Clinic Accessory Residential Quarter meeting requirements of 4.160, Excluding Medical Clinics. **(Added by Ordinance No. 05-09, May 19, 2005)**

D. Uses Prohibited

Uses not specifically permitted or uses not permitted upon approval as a special exception.

E. Dimensional Regulations

All uses permitted in the I-1, Light Industrial District, shall comply with the following requirements except as provided in Article VII, Section 7.020, (Nonconforming Uses).

1. Minimum Lot Size Requirements

No minimum lot size is required in the I-1 District.

2. Minimum Yard Requirements

Front Yard	10 feet
Side Yard	20 feet
Rear Yard	15 feet

Front Building Setback	40 feet
------------------------	---------

3. Maximum Lot Coverage

On any lot or parcel of land, the area occupied by all buildings including accessory buildings may not exceed fifty (50) percent of the total area of such lot or parcel.

4. Height Requirements

No building shall exceed fifty-three (53) feet in height, **(Amended by Ordinance 15-09, May 21, 2015.)**except as provided in Article VII, Section 7.060.

5. Parking Space Requirements

In addition to the provisions of this ordinance regulating parking spaces and loading areas (Article IV, Section 4.010 and 4.020), the following provisions shall apply to parking and loading areas for uses permitted in this district:

- a. All off-street parking lots and loading areas shall be surfaced with dustless, hard surfaced materials such as asphalt or concrete and so constructed to provide for adequate drainage and to prevent the release of dust.
- b. Each parking space shall be appropriately marked with painted lines or curbs.
- c. Entrances and exits onto and off of a public street shall be paved with a dustless, hard surfaced material for a distance which is at least the equivalent of the required front building setback line measured from the property line at which the access point is located.

6. Landscaping Requirements

See Article III, Section 3.130.

F. Outdoor Storage

1. All outdoor storage shall take place in the rear half (1/2) of the rear yard and shall be screened by fencing or landscaping.
2. Outdoor storage is prohibited in the front half (1/2) of the rear yard.

5.054.2 I-2, Heavy Industrial District

A. District Description

This district is designed to accommodate industrial uses which involve more objectionable influences and hazards, and which therefore, cannot be reasonably expected to conform to a high level of performance standards, but which are essential for the economic viability of the White House area. No new residential developments are permitted, thereby insuring protection of such developments from an undesirable environment while at the same time ensuring adequate areas for industrial activities.

Adult Oriented Business are permitted in all I-2 and I-3 Districts, with the exception of those lots which have a contiguous side or rear lot line to any lot with a residential zoning designation or use. In addition no permit will be issued for any Adult Oriented Business within one thousand (1,000) feet of any

child care facility, a private, public, or charter school, a public park, a residence, or a place of worship. Measurements shall be made in a straight line in all directions, without regard to intervening structures or objects, from the nearest point on the property line of a parcel containing an adult oriented establishment to the nearest point on the property line of a parcel containing a child care facility, a private, public, or charter school, a public park, a residence, or a place of worship and within one hundred-fifty (150) feet of any lot currently occupied by a business selling alcoholic beverages as measured in a straight line from the nearest corner of the two structures. **(Added by Ordinance No. 97-10, August 21, 1997) (Amended by Ordinance 10-06, May 20, 2010)**

B. Uses Permitted

In the I-2, Heavy Industrial District, the following uses and their accessory uses are permitted.

1. Uses that are permitted in the I-1, Light Industrial District.
2. Lumber and wood products manufacturing.
3. Lots or yards for scrap or salvage operations or for processing, storage, display, or sales or any scrap or salvage materials.
4. Meat products manufacturing.
5. Dyeing and finishing of textiles.
6. Paper and allied products manufacturing.
7. Rubber and miscellaneous plastic products manufacturing.
8. Primary metal industries.
9. Ordinance and accessories manufacturing.
10. Mining activities and related services.
11. Automotive and truck assembly manufacturing.
12. Block and brick manufacturing.
13. Asphalt and concrete plants.
14. Signs and billboards as regulated in Article IV, Section 4.080.
15. Truck terminals.
16. Auto repair body shops.
17. Essential municipal services.
18. Adult Oriented Business. **(Added by Ordinance No. 97-10, August 21, 1997)**

19. Used Car Sales

20. Smoke Shops, Tobacco Stores

C. Uses Permitted as Special Exceptions

In the I-2, Heavy Industrial District, the following uses and their accessory uses may be permitted as special exceptions after review and approval by the Board of Zoning Appeals.

1. Day care centers.
2. Special institutional care facilities. **(Added by Ordinance No. 97-15, December 20, 1997)**
3. Twenty (24) Hour Veterinarian Clinic Accessory Residential Quarter meeting requirements of 4.160, Excluding Medical Clinics. **(Added by Ordinance No. 05-09, May 19, 2005)**

D. Uses Prohibited

Uses not specifically permitted or uses not permitted upon approval as a special exception.

E. Dimensional Regulations

All uses permitted in the I-2, Heavy Industrial District shall comply with the following requirements except as provided in Article VI, (Nonconforming Uses).

1. Minimum Lot Size Requirements

No minimum lot size is required in the I-2 District.

F. Landscape Requirements

See Article III, Section 3.120.

5.054.3 I-3, Industrial District (Special)

A. District Description

The Industrial District (Special) is intended to provide suitable areas for intense or potentially noxious industrial and scrap operations, including open land operations. Secondly, to protect these industrial lands from encroachment by other uses.

Adult Oriented Business are permitted in all I-2 and I-3 Districts, with the exception of those lots which have a contiguous side or rear lot line to any lot with a residential zoning designation or use. In addition no permit will be issued for any Adult Oriented Business within one thousand (1,000) feet of any child care facility, a private, public, or charter school, a public park, a residence, or a place of worship. Measurements shall be made in a straight line in all directions, without regard to intervening structures or objects, from the nearest point on the property line of a parcel containing an adult oriented establishment to the nearest point on the property line of a parcel containing a child care facility, a private, public, or charter school, a public park, a residence, or a place of worship and within (150) feet of any lot currently occupied by a business selling alcoholic beverages as measured in a straight line from the nearest corner of the two structures. **(Added by Ordinance**

B. Uses Permitted

1. All uses permitted or permitted as special exceptions in the I-1, Light Industrial District and the I-2, Heavy Industrial District.
2. Junk, salvage, automobile wrecking, and scrap operations.
3. Sanitary landfill operations.
4. Chemicals and allied products manufacturing.
5. Petroleum refining or related industries.
6. Rubber and miscellaneous plastics products manufacturing.
7. Chemical storage, storage of products treated with potentially hazardous chemicals.
8. Radioactive materials waste handling.
9. Waste disposal by incineration or compaction.
10. Explosives manufacturing.
11. Hazardous waste transfer or storage.
12. Airports
13. Signs and billboards as regulated in Article IV, Section 4.080.
14. Washing.
15. Auto repair body shops.
16. Essential municipal services.
17. Adult Oriented Business. **(Added by Ordinance No. 97-10, August 21, 1997)**

18. Used Car Sales

19. Smoke Shops, Tobacco Stores

C. Uses Prohibited

Uses not specifically permitted or uses not permitted upon approval as a special exception.

D. Dimensional Regulations

1. Minimum Lot Area

The minimum lot area shall be five (5) acres.

2. Yard Requirements

Due to the potentially noxious activities which may be permitted within the I-3 Districts, special yard provisions are required.

In its review of any application for approval of an extensive manufacturing activity proposed for location within a I-3 District, the Planning Commission shall establish yards and building separations sufficient to protect the health, safety and economic benefit of persons owning or occupying nearby property. As an absolute minimum, such yards shall be as indicated below.

a. Use Adjoins Residential Property

Along any rear or side lot line which adjoins residential property, whether such property is presently occupied for residential purposes or only zoned for such use, an open area unobstructed from the ground to the sky at least one hundred-fifty (150) feet wide shall be provided within the industrial district. Such open area shall not be used for off-street loading, or storage for processing of any kind.

b. Use Adjoins Commercial or Industrial Property

Along any lot line which adjoins property either classified or presently utilized for commercial or industrial purposes, an open area at least one hundred (100) feet wide shall be provided. Such area may be utilized for off-street parking or loading, but shall not be used for storage or processing of any kind.

E. Parking Space Requirements

As regulated in Article IV, Section 4.010 and 4.020.

F. Landscaping Requirements

As regulated in Article III, Section 3.120.

G. Outdoor Storage

1. All outdoor storage shall take place in the rear half of the rear yard and be screened and landscaped.
2. Outdoor storage is prohibited in the front half of the rear yard.

ORDINANCE 24-10

**AN ORDINANCE TO AMEND THE ZONING MAP FROM ROBERTSON
COUNTY R-20, LOW DENSITY RESIDENTIAL, TO C-2, GENERAL
COMMERCIAL AT 2813 HIGHWAY 31W.**

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

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

WHEREAS, The City of White House Municipal Planning Commission on Monday July 8, 2024, reviewed and approved the rezoning request; and,

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

SECTION 1. ROBERTSON COUNTY R-20, LOW DENSITY RESIDENTIAL, TO C-2, GENERAL COMMERCIAL for the property included in "EXHIBIT A" and described as follows:

1.26 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 106, PARCEL 202.00. PROPERTY IS LOCATED AT 2813 HIGWAY 31W.

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

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

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

First Reading: July 18, 2024

Second Reading: August 15, 2024

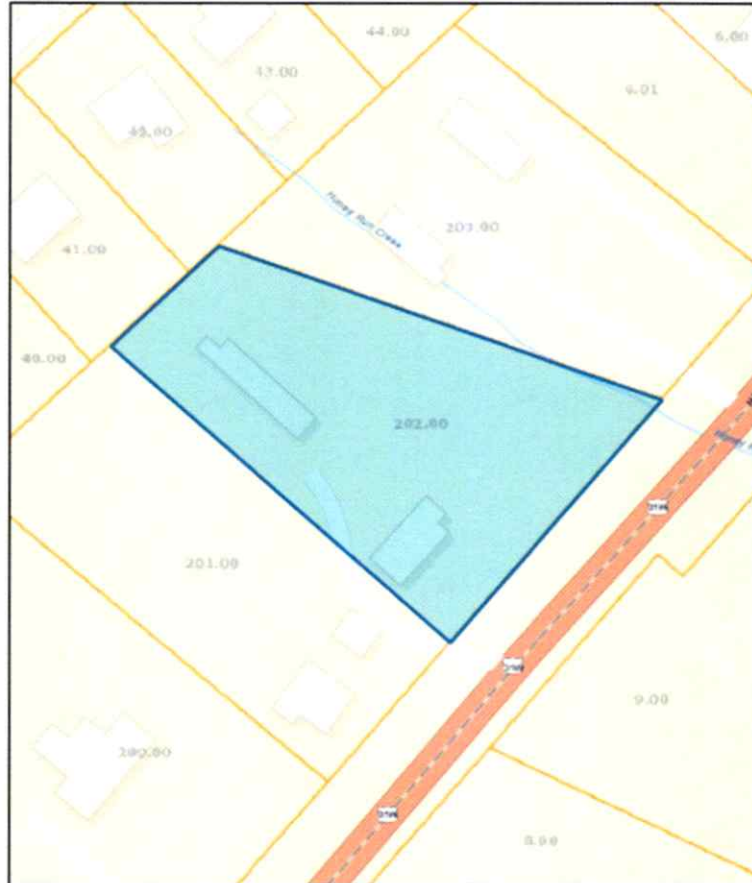
John Corbitt, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 24-10
"EXHIBIT A"

Robertson County - Parcel: 106 202.00



PURCHASING....

July 11, 2024

MEMORANDUM

To: Board of Mayor and Aldermen

From: Gerald Herman, City Administrator

Re: Purchase Agreements & Possible Condemnation (if needed) for Right-of-ways for the Pleasant Grove Rd. Intersection Project

The City Attorney's office has been in contact with and negotiating on behalf of the City with several property owners at the corners of Pleasant Grove Road and Hwy 76 for the Pleasant Grove Road Intersection project. CSR Engineering designed and surveyed the properties for the new traffic signal intersection with turn lanes. It has been determined that the properties in the chart below will need right-of-way purchased.

I would like to request your approval for me and City Attorney Valerie Webb to move forward in the purchase of these rights-of-ways for this project as well as start the condemnation process (if needed) for any properties that are not willing to settle on a negotiated price.

I would also like to request your approval to authorize me to sign all documents regarding the purchase agreements for right-of-way and/or condemnation legal documents (if needed) for these properties.

If you have any questions or concerns, please do not hesitate to contact me at 672-4350, option 4.

Property Owner	Map/Parcel	Square Footage	Purchase Price
Imogene Morris	106 018.00 000	6030.46	
	106 019.00 000	4567.49	
Total for Imogene Morris		10597.95	\$ 97,501.14
Tracey Bertram Kelley and Stacey Kelley	106 125.00 000	118.54	\$ 1,090.57
Tracey Bertram Kelley, Stacey Kelley, John W. Kelley, Viola Kelley, John Phillip Kelley, Diane Kelley	106 124.00 000	8177.50	\$ 75,233.00
John Phillip Kelley and Diane Kelley	106 017.00 000	1062.23	\$ 15,772.52
		Grand Total	\$189,597.23



CSR Engineering, Inc. | 2010 Highway 49E, Pleasant View, TN 37146
P (615) 212-2389 F (615) 246-3815

PROJECT
North Palmers Chapel
Bidding & Const. Admin

CLIENT
City of White House

PROPOSAL NO.
2024-14a

DATE
6/26/2024

ADDRESS
105D College Street

CITY/STATE/ZIP
White House, TN 37188

PHONE
(615) 672-4350

E-MAIL
gherman@whitehousetn.gov

REPRESENTATIVE
Gerald Herman

PREPARED BY:
Jason Reynolds, PE

PAYMENT TERMS
Net 30

QUANTITY	DESCRIPTION	AMOUNT
1	Bidding, Award & Contracting Assistance	
2	Construction Administration	
	a) Contractor Requests for Information (RFIs)	
	b) Construction Observations for Compliance to Plans/specs (limited materials certification -- subgrade, concrete, asphalt, stone at critical points of construction)**	
	c) Contractor Pay Application Review	
	d) Change Order Processing	
	e) Utility Coordination	
	f) City's Representative for Contractor Communications	
	<p>**Note that a reduction in cost is provided due to some construction review will occur during CSR staff routine visits to White House.</p>	
	TOTAL	\$24,594.00

INCLUDES STANDARD CONDITIONS INCLUDED IN EXISTING CITY-CSR CONTRACT AND: CSR is not offering costs associated with other services such as geotechnical explorations, utility designs, environmental assistance nor project field design modifications not specifically listed as part of this quote.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REPRESENTATIVE



PROFESSIONAL QUOTATION

CSR Engineering, Inc. | 2010 Highway 49E, Pleasant View, TN 37146
P (615) 212-2389 F (615) 246-3815

PROJECT
SageRoad2024 Final
Design Bidding & Const.

CLIENT
City of White House

PROPOSAL NO.
2024-14e

DATE
7/2/2024

ADDRESS
105D College Street

CITY/STATE/ZIP
White House, TN 37188

PHONE
(615) 672-4350

E-MAIL
gherman@whitehousetn.gov

REPRESENTATIVE
Gerald Herman

PREPARED BY:
Jason Reynolds, PE

PAYMENT TERMS
Net 30

QUANTITY	DESCRIPTION	AMOUNT
1	Competition of 80% Design to Final Plans	\$12,000 portion of total
2	Utility Review & Conflict Resolution per Design	
3	Bidding, Award & Contracting Assistance	
4	Construction Administration	
	a) Contractor Requests for Information (RFIs)	
	b) Construction Observations for Compliance to Plans/specs (limited materials certification -- subgrade, concrete, asphalt, stone at critical points of construction)**	
	c) Contractor Pay Application Review	
	d) Change Order Processing	
	e) Utility Coordination	
	f) City's Representative for Contractor Communications	
	**Note that a reduction in cost is provided due to some construction review will occur during CSR staff routine visits to White House.	

TOTAL \$39,894.00

INCLUDES STANDARD CONDITIONS INCLUDED IN EXISTING CITY-CSR CONTRACT AND: CSR is not offering costs associated with other services such as geotechnical explorations, utility designs, environmental assistance nor project field design modifications not specifically listed as part of this quote.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REPRESENTATIVE



PROFESSIONAL QUOTATION

CSR Engineering, Inc. | 2010 Highway 49E, Pleasant View, TN 37146
P (615) 212-2389 F (615) 246-3815

PROJECT
SR76 @ Pleasant Grove
Bidding & Const. Admin

CLIENT
City of White House

PROPOSAL NO.
2024-14b

DATE
6/26/2024

ADDRESS
105D College Street

CITY/STATE/ZIP
White House, TN 37188

PHONE
(615) 672-4350

E-MAIL
gherman@whitehousetn.gov

REPRESENTATIVE
Gerald Herman

PREPARED BY:
Jason Reynolds, PE

PAYMENT TERMS
Net 30

QUANTITY	DESCRIPTION	AMOUNT
1	Utility Review & Conflict Resolution per Design	
2	Bidding, Award & Contracting Assistance	
3	Construction Administration	
	a) Contractor Requests for Information (RFIs)	
	b) Construction Observations for Compliance to Plans/specs (limited materials certification -- subgrade, concrete, asphalt, stone at critical points of construction)**	
	c) Contractor Pay Application Review	
	d) Change Order Processing	
	e) Utility Coordination	
	f) City's Representative for Contractor Communications	
	**Note that a reduction in cost is provided due to some construction review will occur during CSR staff routine visits to White House.	

TOTAL \$44,220.00

INCLUDES STANDARD CONDITIONS INCLUDED IN EXISTING CITY-CSR CONTRACT AND: CSR is not offering costs associated with other services such as geotechnical explorations, utility designs, environmental assistance nor project field design modifications not specifically listed as part of this quote.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REPRESENTATIVE



CSR Engineering Inc.
2010 Hwy 49E
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

June 27, 2024

CSR Engineering Proposal No. 2024-14d

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

RE: PROPOSAL FOR ENGINEERING SERVICES CALISTA ROAD WIDENING & SIDEWALKS PROJECT – CITY OF WHITE HOUSE, ROBERTSON COUNTY, TN

Mr. Herman,

CSR Engineering, Inc. is pleased to offer our professional services associated with the design phase of your Calista Road Widening & Sidewalks Project in White House. We propose the scope of work and associated fees below. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the following **General Scope of Work**.

General Scope of Work

1. **Finalized Survey** of the project area to determine/verify locations of pertinent roadway and drainage features and visible utility and related infrastructure. Also, includes boundary and topographic survey of observable pertinent field conditions and property limits. This finalized survey version completes the preliminary surveys used in recent engineering studies and layouts.
2. **Roadway Design Plans and Bid Package:** Construction plans will be developed according to TDOT design guidelines, the latest traffic impact analysis for this intersection and the latest warrant analysis traffic volumes associated with signalization. CSR will prepare a bid package containing specifications and plans for the City to issue for bids. The final set of plans for construction will include:
 - Quantities with General and Special Notes
 - Roadway Plans and Cross Sections
 - Erosion Prevention and Sediment Control
 - Any necessary Structural Plans and Details
 - Signage Plans
 - Striping Plans
 - Traffic Control in accordance with MUTCD
 - Drainage Details
 - Finalized plans, details and documents

A final opinion of probable cost will be given once plans are complete. The opinion will be based on TDOT Average Unit Prices. Utility relocation costs will

not be included in the Opinion of Probable Cost.

3. **Attend Scheduled Project Meetings:** Prepare the agenda, attend, and conduct meetings as required with any City or State personnel, contractors, utility owners or other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies.
4. **Survey for necessary Easement/ROW acquisition assistance** and coordination with City administration and City Attorney (includes the survey documents, descriptions and staking that will be part of the acquisition procedures, assumes City Attorney corresponds with owners and coordinates Title, Closing and Register tasks)

The fee for these services will be a lump sum of **\$192,210.00**. Services provided will be limited to the detailed scope of work written above. This proposal does not include any items not stated in the General Scope of Work, and specifically excludes environmental efforts, permitting and Right-of-Way acquisition. Any subsequent engineering services desired by the city will be included in later proposals.

CSR's engineering services will be subject to the Terms and Conditions as attached in Exhibit "A." We will bill by percentage complete at the end of any significant portion of work. The fee quoted includes compensation for basic services listed above. We will begin work immediately upon receipt of a signed contract and will work on a reasonable and coordinated schedule to submit documents as required by the City's plan for project construction and/or funding coordination efforts.

If this proposal meets with your approval, please execute the original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

CSR Engineering, Inc.



Jason L. Reynolds, P.E.
Civil Manager

Accepted by: _____
Gerald Herman, City Administrator

Date

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. Relationship between Engineer and Client.

Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. Responsibility of the Engineer. Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. Responsibility of the Client. Client shall provide all criteria and full information as to his

requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. Designation of Authorized Representatives. Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. Ownership of Documents. Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. Reuse of Documents. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over

competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and,

unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation

support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverage identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub-consultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot

and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing

custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



CSR Engineering Inc.
2010 Hwy 49E
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csengineers.com

June 27, 2024

CSR Engineering Proposal No. 2024-14c

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

**RE: PROPOSAL FOR ENGINEERING SERVICES US31W-MARLIN
ROAD INTERSECTION PROJECT – CITY OF WHITE HOUSE, SUMNER/ROBERTSON
COUNTY, TN**

Mr. Herman,

CSR Engineering, Inc. is pleased to offer our professional services associated with the design phase of your US31W-Marlin Intersection Signalization Project in White House. We propose the scope of work and associated fees below. Please accept this Letter Agreement as our proposal for these engineering and related services. The professional services provided by CSR under this Agreement are limited to the following **General Scope of Work**.

General Scope of Work

1. **Review and Incorporation of Recent Traffic Counts and Traffic Studies** to allow for appropriate design parameters of laneage requirements and timing optimization.
2. **Roadway Design Plans and Bid Package:** Construction plans will be developed according to TDOT design guidelines, the latest traffic impact analysis for this intersection and the latest warrant analysis traffic volumes associated with signalization. CSR will prepare a bid package containing specifications and plans for the City to issue for bids. The final set of plans for construction will include:
 - Quantities with General and Special Notes
 - Roadway Plans and Cross Sections
 - Erosion Prevention and Sediment Control
 - Any necessary Structural Plans and Details
 - Signage Plans
 - Striping Plans
 - Traffic Control in accordance with MUTCD
 - Drainage Details
 - Signalization Plans and Details
 - Finalized plans, details and documents

A final opinion of probable cost will be given once plans are complete. The opinion will be based on TDOT Average Unit Prices. Utility relocation costs will not be included in the Opinion of Probable Cost.

3. **Attend Scheduled Project Meetings:** Prepare the agenda, attend, and conduct meetings as required with any City or State personnel, contractors, , utility owners or other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies.
4. **Survey for necessary Easement/ROW acquisition assistance** and coordination with City administration and City Attorney (includes the survey documents, descriptions and staking that will be part of the acquisition procedures, assumes City Attorney corresponds with owners and coordinates Title, Closing and Register tasks)

The fee for these services will be a lump sum of **\$128,350.00**. Services provided will be limited to the detailed scope of work written above. This proposal does not include any items not stated in the General Scope of Work, and specifically excludes environmental efforts, permitting and Right-of-Way acquisition. Any subsequent engineering services desired by the city will be included in later proposals.

CSR's engineering services will be subject to the Terms and Conditions as attached in Exhibit "A." We will bill by percentage complete at the end of any significant portion of work. The fee quoted includes compensation for basic services listed above. We will begin work immediately upon receipt of a signed contract and will work on a reasonable and coordinated schedule to submit documents as required by the City's plan for project construction and/or funding coordination efforts.

If this proposal meets with your approval, please execute the original and return a signed copy of this agreement to this office via post, email or fax. Again, we appreciate the opportunity to develop this proposal and look forward to completion of a successful project.

CSR Engineering, Inc.



Jason L. Reynolds, P.E.
Civil Manager

Accepted by:

Gerald Herman, City Administrator

Date

EXHIBIT "A"

CSR ENGINEERING, INC. GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

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public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$1,000,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot

and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction

contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one and one-half percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts,

fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

July 10, 2024

MEMORANDUM

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

From: Derek Watson, Administrative Services Director

Re: Memorandum of Agreement (MOA) for the Full Special Census

In April, I submitted a SC-900 form with information from the US Census Bureau to conduct a full special census for the City of White House. In May, I received a response with a price quote of \$473,682 based on the information submitted on the form.

In June, a conference call was conducted with city staff and the Census Bureau to make sure everything is in line and discuss project kickoff dates. During this meeting, it was revealed that the estimated housing unit count for the areas to be included in the Special Census was significantly lower than the 2020 Decennial Census data the Bureau had.

Due to this discrepancy, cost estimate to conduct a full special census was increased to **\$581,267**. This figure is based off the higher housing unit count discussed in the meeting, than what was submitted on the original SC-900 form. This estimate is an increase of \$107,585 from our original amount of \$473,682. Since we only budgeted \$500,000 to conduct the special census, I will be cutting capital projects like the digital signs (\$75,000) and smaller projects to make up the difference.

I would like to request approval of the MOA for the Census Bureau to conduct a full special census in the amount of \$581,267. If approved, April 1, 2025, will be our Special Census Day with the kickoff for responses. In May 2025, Census staff will begin going door-to-door to get responses to the residents that have not responded previously. During the summer and early fall months, the Census Bureau will be compiling the responses into reports for us. The final report and count should be given in the Fall of 2025.

If you have any questions or concerns, please do not hesitate to contact me at 672-4350, option 4.

Memorandum of Agreement
Through Which
The **City of White House, Tennessee**
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. [#####]

1) Parties and Scope

This document establishes an agreement between the **City of White House, Tennessee** (Governmental Unit) and the Decennial Census Management Division, U.S. Census Bureau, through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 United States Code (U.S.C.) § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the "Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in Section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated 'Official Census Statistics.' These statistics may be used in the manner provided by applicable law."

3) Cost Estimate

The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census. Based on the following factors the estimated cost for these services is **<cost estimate>**:

- Governmental Unit-provided estimated population of **16,329**,
- Governmental Unit -provided estimated housing unit count of **5,700**,
- and Governmental Unit -provided characteristics of the area(s) in which the special census will be conducted (including but not limited to geographic size, count of potential group quarters and transitory locations, and potential recent annexations).

A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and additional billing or refunds will be made as appropriate.

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

- a) The Census Bureau shall directly pay field representatives, field supervisors, and other temporary personnel hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau and based on the local area pay rates.
- i) The Government Unit shall provide advance payment to the Census Bureau and/or United States for all funds to be expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
- b) In addition to the salary expenses to be paid directly by the Census Bureau to all temporary employees hired locally, the Governmental Unit agrees to provide advance payment for all other expenses related to the taking of the special census, including but not limited to:
 - i) administrative and technical work performed by headquarters and regional personnel;
 - ii) printing and preparation of enumeration questionnaires and related materials;
 - iii) map preparation;
 - iv) tabulation expenses;
 - v) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - vi) other incidental expenses incurred by the Census Bureau in completing the special census.

In accordance with (3)(b) if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will receive reimbursement for all identifiable costs for the goods and services it is providing under this agreement:
 - i) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of field representatives, field supervisors, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in

any other way interfere with such employees in the performance of their responsibilities.

- ii) The Governmental Unit shall update maps of the proposed special census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed special census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Additionally, any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
 - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results, including but not limited to disclosure avoidance review (see Section 6). This count, which shall be as of the special census reference date (tentatively scheduled for **April 1, 2025**, will be provided in writing and signed by an appropriate Census Bureau official.
 - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.
- b) The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13 United States Code to protect the confidentiality of respondents.

Further, the Governmental Units accepts that Domestic Violence Shelters are out of scope for the special census and will not be included in any special census enumeration.

- c) The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- i.) the entire area of a governmental unit is included in the special census, and
- ii.) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- iii.) the boundaries are reported to the Census Bureau for processing by March 1 of the estimates year, and
- iv.) final approved counts from the special census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a partial special census, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates.

- d) A Governmental Unit can request a special census for the entire area encompassed by that Governmental Unit, known as a full special census, or for only a portion of their area, known as a partial special census. A partial special census is conducted using the same methodologies and procedures as a full special census, but it is for a subset of areas within the jurisdiction of the local Governmental Unit. The areas requested in a partial special census must contain at least one full census tract that is completely within the jurisdiction of the Governmental Unit and can contain additional contiguous tracts or census blocks that are within the jurisdiction of the Governmental Unit.

In addition to impacting cost, the geography included in the special census may impact which data products the Governmental Units receive based on disclosure avoidance considerations. Regardless of the scope of the special census, the Governmental Unit will receive a letter from the director of the U.S. Census Bureau and a block-level special census data product that contains total population and total housing unit counts for the Governmental Unit. An additional data product may include a demographic profile for the entire governmental unit or whole tracts contained within the special census area. However, some Governmental Units may not receive the demographic profile based on the geography for which the special census is conducted. For those impacted Governmental Units, the Census Bureau will define the allowable data products that the Governmental Unit will receive prior to signing the MOA.

The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- e) Upon request, the Governmental Unit shall supply – free of charge – satisfactory office space, other equipment, and furnishings as determined necessary and proper by the Census Bureau. This information will be included in an initial letter from the Regional Director to the Governmental Unit. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.

- f) In taking the special census, the Census Bureau is directly responsible for compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Census Bureau shall hire sufficiently qualified applicants for field representatives, field supervisors, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Census Bureau shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.

Such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder.

- g) The Governmental Unit is responsible for promoting the special census through locally-based targeted outreach efforts. This promotion may inform people about the special census, encourage people to apply to recruiting efforts, and/or encourage people living in the applicable area to respond.
- h) All temporary staff hired to conduct the special census, including but not limited to field representatives and field supervisors, are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (3)(a)(ii) herein regarding reimbursement and indemnification requirements).
- i) The Census Bureau has a policy of publicly disclosing the identity of governmental units which have signed MOUs requesting and paying for a special census to be conducted, and signature of this MOU constitutes agreement of the parties to this Census Bureau policy.

5) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects Census Bureau employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to

obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance, and they must take Title 13 awareness training. Any access to Title 13 data at the Governmental Unit's facility is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility security and information technology security meet Census Bureau requirements.

6) Disclosure Avoidance Review of Statistical Products

Title 13, Section 9 of the United States Code (U.S.C.) requires the Census Bureau to keep confidential the information collected from the public under the authority of Title 13. Section 214 of Title 13, U.S.C., and Sections 3551, 3559 and 3571 of Title 18, U.S.C., provide for the imposition of penalties of up to five years in prison and/or up to \$250,000.00 in fines for wrongful disclosure of confidential census information.

The confidentiality protections of Title 13 will apply to any data provided to the Census Bureau under the auspices of this agreement. These protections will also apply to any statistical product that may be developed as part of the work described by this agreement that is derived from data protected under Title 13, including, but not limited to, tabulations, extracts, or statistical analyses. Statistical products protected under Title 13 are prohibited from public access or release to the party(ies) of this agreement until they have undergone disclosure avoidance review by the Census Bureau's Disclosure Review Board (DRB).

Disclosure avoidance is the process for protecting the confidentiality of data, as required under Title 13 U.S.C. A disclosure of data occurs when someone can use published statistical information to identify an individual or establishment who has provided confidential information. Should the Census Bureau's DRB determine that a statistical product does or reasonably could result in such disclosure, then the statistical product will be modified prior to approval for public access or release to the party(ies) of this Agreement. The Census Bureau uses disclosure avoidance procedures to modify or remove the characteristics that put confidential information at risk for disclosure. The techniques used by the Census Bureau to protect confidentiality in statistical products vary, depending on the type of data disclosure methods are defined by the Census Bureau.

Statistical products that cannot be publicly released may still be analyzed by the party(ies) of this agreement within the Federal Statistical Research Data Centers (FSRDCs) by individuals who have Special Sworn Status (SSS); the results of such analyses must still go through a disclosure avoidance process prior to being publicly released.

7) Contacts

Christopher M. Denno
Special Census Program Manager
Decennial Census Programs
U.S. Census Bureau
4600 Silver Hill Road
Special Census Branch
Suitland, MD 20746
301-763-4092
christopher.m.denno@census.gov

City of White House, Tennessee

< Governmental Unit point of contact name>
< Governmental Unit point of contact address>
< Governmental Unit point of contact phone>
< Governmental Unit point of contact email>

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **April 1, 2026**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30 days'** written notice to the other party. This agreement is subject to the availability of funds.

9) Resolution of Disagreements

Should a disagreement arise on the interpretation of the provisions of this agreement, or amendments, and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

10) Termination Cost

If the **City of White House, Tennessee** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT

BY:

NAME: < **Governmental Unit POC name**>

DATE:

TITLE: < **Governmental Unit POC title**>

AGENCY: < **Governmental Unit POC agency**>

FOR THE CENSUS BUREAU

BY:

Deborah Stempowski

DATE:

Associate Director for Decennial Census
Bureau of the Census

DRAFT

Special Census Program Cost Estimate Presentation City of White House, TN

As of June 26, 2024

Chris Denno, Special Census Program Manager
Michael Gregorio, Program Analyst

United States[®]
Census
Bureau

1

Cost Estimate for White House, Tennessee

White House, TN
Full Special Census
\$473,682

- Request received: **4/19/2024**
- Requesting a **FULL** special census
- Estimated HUs: **7,000**
- Estimated POP: **16,329**

As of **5/13/2024**, the estimated cost to conduct a special census in White House, TN is **\$581,267**.

Note: The advance payment of **\$581,267** is due at the time the Memorandum of Agreement (MOA) is signed. Additional billing or refunds will be made as appropriate after the special census concludes.

This cost estimate is valid for 90 calendar days to 8/13/2024.

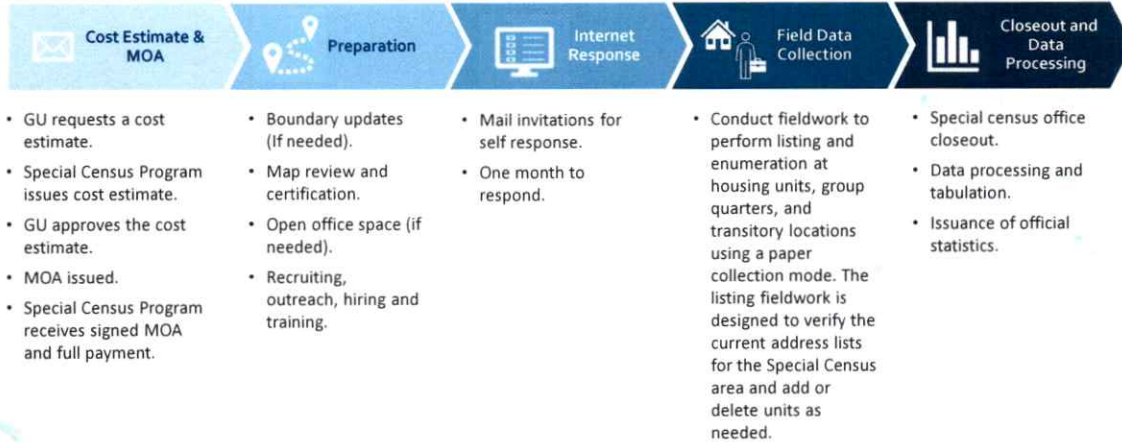
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Census
Bureau

2

2

Special Census Process

White House, TN
Full Special Census
\$473,682



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Census
Bureau

3

3

Sponsor Requirements

White House, TN
Full Special Census
\$473,682

Several tasks and activities will be the responsibility of the special census sponsor (GU -- Governmental Unit).

Following a signed MOA, the Census Bureau's Philadelphia Regional Director will outline specific information and guidance on office space and equipment, as well as conducting recruitment and outreach activities:

Space – If conducted, the GU will be required to provide space for this Special Census. This includes office space to conduct field operations, as well as space for training.

Equipment – The GU may be required to provide equipment (laptops or desktops, monitors, printers, and barcode scanners), which could be used by Census Bureau employees outside of the GU's jurisdiction. Detailed IT requirements will be outlined by the Regional Director. Any equipment the GU purchases will be theirs to keep after the operation.

Outreach – The GU is responsible for recruitment and conducting outreach to increase awareness of the Special Census in their local community. It is essential for the success of the program that you, the sponsoring GU, publicize the availability of the various special census job positions, educate your community about the special census and when it will occur, and to encourage residents to self-respond and cooperate with special census field representatives when they visit. The U.S. Census Bureau will provide outreach and recruitment materials to the GU as an option to use.

United States
Census
Bureau

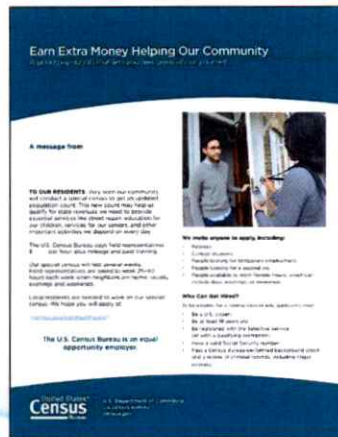
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4

Special Census Outreach Materials

White House, TN
Full Special Census
\$473,682

Fillable Recruitment Handouts



Fillable Informational Materials



Social Media Content Graphics with Sample Text Provided



Learn More: [Special Census Outreach Materials \(including in Spanish\)](#)



5

5

Next Steps

White House, TN
Full Special Census
\$473,682

The Special Census Office will send this presentation via email and the GU will have 90 calendar days from the date we sent the cost estimate to respond (in writing) with their intent to either:

Move forward – The U.S. Census Bureau will send an MOA with a tentative Special Census Day to the GU for signature in approximately 2-3 weeks after notification. Special census preparation will begin once the Census Bureau receives a signed copy of the MOA along with advance payment of the cost estimate.

Decline to proceed – The U.S. Census Bureau will take no further action. If the GU decides to resume this pursuit in the future, the cost may vary in price from the calculated cost estimate provided today.



6

6

July 10, 2024

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Sole-Source/Single-Source Vendor Authorization/Approval for Fiscal Year 2025

Please be advised that on this day (July 18th, 2024), the Wastewater Department is requesting that the Board of Mayor and Alderman approve and authorize the use of the below sole-source/single-source vendors for Fiscal Year 2025 (July 1st, 2024 – June 30th, 2025).

This list represents items used by the Wastewater Department that are only provided for by one vendor, or where only one vendor provides the most appropriate item for the City’s use. For this reason, all items on this list are then exempted from the general purchasing guidelines regarding bidding requirements. This is in addition to the vendors approved at the June 20th meeting.

VENDOR	PRODUCTS/SERVICES
EnviroScience	Toxicity Identification and Reduction Evaluation (TIE/TRE) testing.

July 10, 2024

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for purchase authorization: Compact Mini-Excavator.

Please be advised that on this day (July 18th, 2024), the Wastewater Department is requesting that the Board of Mayor and Aldermen approve and authorize for agreement to purchase a Kubota U17VR1 compact mini-excavator off the Sourcewell contract from RJV Kubota for \$29,499.43. The purchase would include two (2) different sized buckets for differing excavation needs.

The Wastewater Department periodically rents comparable machines to this for project work in tight spaces such as back yards and lift-station campuses. This model features retractable treads to enable easier access in/out of residential yard gates when excavations are required around grinder tanks and vacuum tanks.



Utility Tractors & Mowers - 031121
 CE and AG - 040319
 Utility Vehicles 122220
 NIPA Arkansas 4600041718
 NIPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi 820067336

U17VR1 WEB QUOTE #2788451

Date: 6/17/2024 7:07:44 AM

- Customer Information -

GARMON, TRAVIS

30789

CITY OF WHITE HOUSE WASTE WATER

tgarmon@whitehousetn.gov

6157339989

Quote Provided By

RJV Kubota

CHRIS TOUPIN

140 Charter Place

La Vergne, TN 37086

email: ctoupin@rjvequipment.com

phone: 9316984057

- Standard Features -

- Custom Options -



Kubota

U Series

U17VR1

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Zero Tail Swing
 Short Pitch Rubber Tracks
 ROPS/OPG (Top Guard, Level
 1) 4 Post Canopy Variable
 Width Track Frame
 Kubota 3 Hydraulic Pump
 Design
 1 Gear, 2 Variable
 Displacement Pumps
 Hydraulic Joystick Controls
 with Wrist Rests
 Two Operating Pattern
 Selection System
 Standard Front Dozer Blade
 with Extensions
 360 Degree Full Rotation
 65° Left and 58° Right Boom
 Swing Angle
 7.3 GPM Auxiliary Hydraulics
 Port
 Five Second Quick Preheat
 System
 Key Switch Stop System
 Self Bleed Fuel System
 Two Speed Travel

ENGINE

D902 Kubota E-TVCS Tier 4 Diesel
 Engine
 3 Cylinder, 4 Cycle
 16.1 Gross HP (SAE J1995) @
 2300 RPM
 15.1 Net HP (SAE J1349) @ 2300
 RPM

OPERATIONAL

DIMENSIONS

Max Digging Depth 7' 7"
 Max Digging Radius @ Ground
 Level 12' 7"
 Max Vertical Digging Depth 6' 3"
 Max Dumping Height 8' 0"

DOZER BLADE

DIMENSIONS

Width 3' 3" / 4' 1"
 Height 10.3"
 Lift Above Ground 11.0"
 Drop Below Ground 7.5"

PERFORMANCE

Digging Force @ Bucket (K7970)
 3417 lbs.
 Digging Force @ Dipper Arm 1918
 lbs.
 Travel Speed (Low) 1.4 mph
 Travel Speed (High) 2.6 mph
 Climbing Ability 36% / 20°
 Lift Capacity 1140 lbs.
 Over End
 Blade Grounded
 2.0 ft Load Point Height
 8.0 ft Load radius

DIMENSIONS AND OPERATING WEIGHT

Overall Length 11' 7"
 Overall Width 3' 3" / 4' 1"
 Overall Height 7' 8"
 Operating Weight 3814 lbs*
 Ground Clearance 5.9"
 * Includes operator's weight,
 175 lbs.

U17VR1 Base Price: \$34,050.00

(1) 18" QA TRENCHING BUCKET \$970.00
 K7970A-18" QA TRENCHING BUCKET

(1) QUICK COUPLER \$1,171.00
 K7966A-QUICK COUPLER

(1) 12" QA TRENCHING BUCKET \$783.00
 K7968A-12" QA TRENCHING BUCKET

(1) CANOPY WORK LIGHT KIT \$119.00
 K9919-CANOPY WORK LIGHT KIT

Configured Price: \$37,093.00

Sourcewell Discount: (\$8,902.32)

SUBTOTAL: \$28,190.68

Dealer Assembly: \$165.00

Freight Cost: \$493.75

PDI: \$400.00

CANOPY LIGHT INSTALL \$250.00

Total Unit Price: \$29,499.43

Quantity Ordered: 1

Final Sales Price: \$29,499.43

**Final pricing will be based upon pricing at the time of
 final delivery to Sourcewell members.
 Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting
 dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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July 10, 2024

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for design authorization: New Wilkinson Lane Lift-Station.

Please be advised that on this day (July 18th, 2024), the Wastewater Department is requesting that the Board of Mayor and Aldermen approve and authorize for agreement to design the replacement for the Wilkinson Lane Lift-Station. Agreement would be with CSR Engineering for the amount of \$81,500, to include preliminary surveys, utility coordination, easement coordination, construction design, permitting, drafting of final bid/contract documents, bidding phase services, and bid award services. Design services are anticipated to be completed in the current budget year (July 2024 – June 2025), with construction anticipated to be initiated and completed within the July 2025 – June 2026 budget cycle.

The existing Wilkinson Lane lift-station is aging and deteriorating, with costly repairs and maintenance being anticipated should the station remain in service much longer. In addition, the existing station is difficult to access (campus and access drive too small), lacks a backup generator, and is anticipated to take on several hundred additional units' of flow as new developments come online. The intent is to purpose-build a new station to new standards and operating conditions, that will be easier to access and maintain, and that will include design features to allow for safer and easier repairs in the future.

July 6, 2024

Mr. Travis Garmon
Public Services Director
725 Industrial Drive
White House, TN 37188

REFERENCE: Proposal for Wastewater Engineering Services

The following is a proposal for the design/bidding and related engineering services for replacement of an existing Wilkinson Lane pump station and limited force main sewers. We understand the background information surrounding this project summarized in recent meetings on this project. We understand that this portion of the collection system improvements will be accomplished in a phased approach -- preliminary design layouts, survey and land acquisition, final design, and bidding/contracting.

General Scope of Work

- Receive pump station logs and reports and related information relevant to the City's existing conditions and recommended improvements for this drainage basin collection system
- Provide survey of the terrain and infrastructure in the vicinity of the proposed sewer line improvement including the roadway and adjacent visible facilities (includes gathering ROW and private property information available from the City and State on those affected portions of public roadways)
- Develop preliminary sewer layouts and estimates to aide in the development of project planning
- Develop final construction plans, calculations and specifications as needed to construct the project
- Submit to City of White House and TDEC for public sewer permit approval
- Develop final bid documents for City solicitation and award process
- Coordinate final private property boundary survey requirements to facilitate necessary property and/or easement acquisition (will include easement sketches and written descriptions)
- Assist City Attorney in easement acquisition process

Additional Scope of Work

- Provide construction inspection services during force main installation (on call as a separate task if requested by the City)

- Provide As-built PDF drawings and GIS mapping and integration of the installed gravity sewer extension

For billing purposes, the project can be broken down into the following phased tasks:

I – Survey (Property, ROWs, Topo, Infrastructure)	\$ 9,000.00
II – Preliminary Sewer Layouts	\$ 3,500.00
III – Survey (Easement Documents)	\$ 4,500.00
IV – Construction Plans, TDEC Permits	\$ 58,000.00
V – Final Bid Documents, Bidding, Award	\$ 6,500.00
Total	\$ 81,500.00
VI – Construction Inspection (as requested)	Standard Hourly Rates
VII – As-builts, GIS Mapping (as requested)	Standard Hourly Rates

The fee for these professional services as described by this proposal under the General Scope of Work will be a lump sum fee of \$81,500.00. Bills will be submitted monthly based on the progress made according to the phased tasks described above.

We appreciate the opportunity to provide you with this proposal. Please let us know if you should have any questions or comments. If you wish for CSR to proceed according to this proposal, please provide the appropriate PO or authorized notification of approval.

As a representative of CSR Engineering, Inc., I agree to perform or oversee the proposed work as agreed above.



Jason L. Reynolds, P.E.
Project Manager

July 6, 2024

Date

Accepted by: _____
for the City of White House

Date

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all

governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that

proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required

by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$1,000,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the

sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold

Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one and one-half percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made

by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

July 10, 2024

MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for purchase authorization: Utility Trucks.

Please be advised that on this day (July 18th, 2024), the Wastewater Department is requesting that the Board of Mayor and Aldermen approve and authorize for agreement to purchase two (2) 2024 Ford F-350XL chassis-cab trucks equipped with Knapheide utility beds and Tommy Gate lift-gates. Purchase would be from National Auto Fleet Group off the Sourcewell contract for a total of \$165,444.48. Both trucks would be gas engine models with 4-wheel-drive and extended cab configurations.

One (1) of the trucks would be intended to increase the size of the fleet, while the other would be intended to replace an existing service truck (which is a 2008 model).



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-8572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

1/24/2024
1/26/2024 Re-Configured

Quote ID: **37192 R2**

Order Cut Off Date: **TBA**

Travis Garmon
City of White House, TN
Wastewater
725 Industrial Drive
White House, Tennessee, 37075

Dear Travis Garmon,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2024 Ford Super Duty F-350 SRW (X3F) XL 4WD SuperCab 168" WB 60" CA, Knapheide 6108F Service Body & Liftgate + Handling \$2361.60) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$58,415.00	\$56,444.64	3.373 %	\$112,889.28	\$3,940.72
Knapheide 6108F Service Body & Liftgate + Handling \$2361.60		\$25,977.60		\$51,955.20	
1 Additional Key(s)		\$300.00		\$600.00	
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$82,722.24		\$165,444.48	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Other Requests

Description of any upfit needed

Request quote on two trucks both outfitted as follows: Knapheide 600 series utility body with LED compartment lighting, master locking system, aluminum mechanics drawers (1 set each), receiver hitch, spare tire retainer, flip-top compartments, and Tommy Gate G2-54-1642 EA38 lift-gate (or equivalent).

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	Description
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
LS	Medium Dark Slate, Vinyl 40/Mini-Console/40 Front Seat, -inc: driver's side manual lumbar
AXLE RATIO	
Code	Description
X4M	Electronic-Locking w/4.30 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
86M	Dual 68 AH/65 AGM Battery
41H	Engine Block Heater
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
41P	Transfer Case Skid Plates
512	Spare Tire & Wheel, -inc: Excludes carrier, 3-Ton Mechanical Jack
18B	Platform Running Boards
59H	Center High-Mounted Stop Lamp (CHMSL)
91G	Amber-Wht 360-Deg Dual Beacon LED Warning Strobes, -inc: Pre-installed
61J	3-Ton Mechanical Jack
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
43C	120V/400W Outlet, -inc: 1 in-dash mounted outlet and 2nd outlet in the console
OPTION PACKAGE	
Code	Description
630A	Order Code 630A

2024 Fleet/Non-Retail Ford Super Duty F-350 SRW XL 4WD SuperCab 168" WB 60" CA

WINDOW STICKER

2024 Ford Super Duty F-350 SRW XL 4WD SuperCab 168" WB 60" CA		
CODE	MODEL	MSRP
X3F	2024 Ford Super Duty F-350 SRW XL 4WD SuperCab 168" WB 60" CA	\$53,450.00
OPTIONS		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TCH	Tires: LT275/65Rx18E BSW A/S, (STD)	\$0.00
Z1	Oxford White	\$0.00
LS	Medium Dark Slate, Vinyl 40/Mini-Console/40 Front Seat, -inc: driver's side manual lumbar	\$355.00
X4M	Electronic-Locking w/4.30 Axle Ratio, (STD)	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$0.00
41H	Engine Block Heater	\$190.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	\$115.00
41P	Transfer Case Skid Plates	\$100.00
512	Spare Tire & Wheel, -inc: Excludes carrier, 3-Ton Mechanical Jack	\$350.00
18B	Platform Running Boards	\$445.00
59H	Center High-Mounted Stop Lamp (CHMSL)	\$0.00
91G	Amber-Wht 360-Deg Dual Beacon LED Warning Strokes, -inc: Pre-installed	\$650.00
61J	3-Ton Mechanical Jack	INC
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
43C	120V/400W Outlet, -inc: 1 in-dash mounted outlet and 2nd outlet in the console	\$175.00
630A	Order Code 630A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$56,420.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,995.00
TOTAL PRICE		\$58,415.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment**MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
Electronic-Locking w/4.30 Axle Ratio (STD)

EXTERIOR

Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as the road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
Driver Selectable Rear Locking Differential
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
190 Amp Alternator
Towing Equipment -inc: Brake Controller and Trailer Sway Control
Trailer Wiring Harness
4880# Maximum Payload
GVWR: 11,300 lb Payload Package Complete restrictions/requirements not available.
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Reverse Opening Rear Doors
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and External Memory Control

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Streaming Audio
Fixed Antenna
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags

July 10, 2024

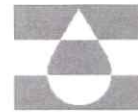
MEMORANDUM

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for purchase authorization: Two (2) Vacuum Sewer Pumps.

Please be advised that on this day (July 18th, 2024), the Wastewater Department is requesting that the Board of Mayor and Aldermen approve and authorize for agreement to purchase two (2) Busch RC0630 vacuum sewer pumps. One pump would be a “core exchange” of an old damaged pump previously used by the City, and the other would be an outright purchase. Both models will be functionally identical, and are interchangeable at either the Calista vacuum station, or the North Palmers Chapel vacuum station. Purchase would be from AirVac, which is the approved sole-source vendor for these products, for a total of \$55,473.00.

Roughly six (6) years ago the City replaced existing Busch RC0630 pumps at the Calista vacuum station with three (3) newer model Busch Mink pumps. Two of the three Minks have failed in that time, and we anticipate the third to eventually fail as well. Due to the poor performance, poor longevity, and high cost of the Minks, rebuilt RC0630's were returned to service at this station and have been functioning normally. One of the rebuilds on this purchase is intended to serve as an immediate replacement if/when the final Mink pump fails, and the other is intended to be kept in inventory should an emergency need arise for another replacement vacuum pump at either station. Both pumps will sit in inventory until such time as they are needed.

Airvac, Inc.
4217 N. Old US Highway 31
Rochester, IN 46975
Tel# 574.223.3980
Tax ID#:35-2749561



Airvac

Sold-to address

White House Sewer Department
105 College Street
White House TN 37188

Ship-to address

White House Sewer Dept.
725 Industrial Road
WHITE HOUSE TN 37188

Quotation

Number/Date 20136244 / 06/17/2024

Reference no./Date

Sold-To 10001199

Validity period 06/17/2024 to 07/17/2024

Sales person name Southern

Entered by Becky Smith

We deliver according to the following conditions:

Currency USD

Terms of payment: Within 30 days without deduction

Terms of delivery: CIP White House TN

US13WHI01P01

Freight is not included in quote.

A handling fee will apply if shipping collect.

Item	Material Description	Qty	UoM	Price	Value
000010	NS-VAC PMP ACCS VACUUM PUMPS & ACCESSORIES RC0630 PUMP EXCHANGE Included in price is a new module. If a new motor or exhaust box is required, an additional fee will apply. Core pump must be returned within 15 business days.	1.000	EA	15,160.00 USD	15,160.00
000020	P14000 VACPUMP RC0630.C4Z6.11XX BUSCH	1.000	EA	40,313.00 USD	40,313.00
Items total					55,473.00
Tax Jur Code Level 1		0.000	%	55,473.00	0.00
Final amount					55,473.00

Airvac, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Airvac, Inc. as designated [hereinafter Airvac]) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Airvac's terms and conditions published at: www.airvac.com/terms-and-conditions and/or that are forwarded with the order request (hereinafter Terms). These Terms shall control and govern all transactions between Buyer and Airvac, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Airvac shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations are proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Airvac expressly agrees, in writing, to such additional or different terms.

July 10, 2024

M E M O R A N D U M

To: Board of Mayor and Aldermen
CC: Gerald Herman, City Administrator
From: Travis Garmon, Wastewater Director
Re: Request for contract award – Southern Force-Main Phase-5

Please be advised that on this day (July 18th, 2024), the Wastewater Department is requesting that the Board of Mayor and Aldermen approve and award the proposed contract extension from Norris Bros. Excavating, LLC for the amount of \$1,243,380.00 for installation of Phase-5 of the New Southern Force-Main Project. Scope of the project would include installation of a new 20" DR11 HDPE sanitary sewer line from the intersection of McCurdy Rd and Cedarbrook Dr to the Cedarbrook Dr roundabout. This will complete the upsized line for the Southern Force-Main, with the only remaining work in Phase-6 to be a like-for-like replacement of 12" line from the Cedarbrook roundabout to Tyree Springs at a later date.

This phase of the project was reviewed as a change-order/contract-extension for Norris Bros. Excavating due to the funding mechanism for the project. Federal ARPA funds were made available to the City for a cost-share of this infrastructure installation, and Phase-4 was not going to exhaust all of the dollars available to the City for this project. In lieu of a lengthy re-application process for a potentially new bidder, the Tennessee Department of Environment and Conservation (TDEC) authorized the City to proceed with a change-order/contract-extension instead with the same contractor. This approach allows us to utilize all remaining ARPA dollars, save on some of the added mobilization costs associated with this project, lock-in relevant pricing for most materials to the unit prices used for Phase-4, and continue straight into Phase-5 at the completion of Phase-4 with no interruption in construction activities or loss in time waiting on TDEC funding authorization or bid processes.

Project Southern Force Main from Cedarbrook to Dorris Farms

Owner City of White House

Engineer CSR Engineering

Contract #

Project # Phase 5

See footnotes G-002, 1-7

#	Item	Quantity	Units	Price	Total
1	Construction stakes lines and grades	1	LS	\$ 25,000.00	\$ 25,000.00
2	20" - DR 11 DIPS HDPE Force Main	2500	LF	\$ 255.00	\$ 637,500.00
3	Combination Air Valve (inc. manhole housing)	2	EA	\$ 14,000.00	\$ 28,000.00
4	20" - WYE	1	EA	\$ 500.00	\$ 500.00
5	20" - 22.5 Bend	4	EA	\$ 1,400.00	\$ 5,600.00
6	20" - 11.25 Bend	2	EA	\$ 1,400.00	\$ 2,800.00
7	20" - Gate Valve	2	EA	\$ 24,000.00	\$ 48,000.00
8	20" x 12" Reducer	2	EA	\$ 1,400.00	\$ 2,800.00
9	12" Gate Valve	1	EA	\$ 9,000.00	\$ 9,000.00
10	1-1/4" Shorts Service Tap	2	EA	\$ 2,000.00	\$ 4,000.00
11	Connection Per details at beginning and end of force main	1	LS	\$ 59,000.00	\$ 59,000.00
12	Typical Pavement Reair-Patch	85	SY	\$ 80.00	\$ 6,800.00
13	Backfill (Stone)	753	TON	\$ 60.00	\$ 45,180.00
14	Typical Concrete Driveway Repair	6	EA	\$ 3,000.00	\$ 18,000.00
15	Typical Gravel Driveway Repair	2	EA	\$ 600.00	\$ 1,200.00
16	Fence Repair/Replacement	1	LS	\$ 10,000.00	\$ 10,000.00
17	Pavement Marking	1	LS	\$ 10,000.00	\$ 10,000.00
18	Traffic Control	1	LS	\$ 140,000.00	\$ 140,000.00
19	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00
20	Erosion Control	1	LS	\$ 140,000.00	\$ 140,000.00
21					\$ -
22					\$ -
Total Base Bid				\$	1,243,380.00

Alternates					
1					\$ -
2					\$ -
3					\$ -
4					\$ -
5					\$ -

Change Order No. 1

Date of Issuance: 06/18/24

Effective Date:

Owner: City of White House

Owners Contract No:

Contractor: Norris Brothers Excavating

Contractor's Project No.:

Engineer: CSR Engineering

Engineer's Project No.: 21-906

Project: Phase 5

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Completion of Phase 5 Southern Force Main from Cedarbrook to Dorris Farms begin STA 0+00 and end STA. 25+00+. Furnish all install all materials per plan dated 5/29/24 using previous approved submittal materials in phase 4.

Attachments: See attached bid form

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES: [note changes in Milestones if applicable]
Original Contract Price: \$ 1,375,640.00	Original Contract Times: Substantial Completion: 150 days Ready for final payment: 180 days days or dates
[Increase] from previously approved Change Orders No. 0 to No. 0 \$ -	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0 Substantial Completion: Ready for final payment: days
Contract Price prior to this Change Order: \$ 1,375,640.00	Contract Times prior to this Change Order: Substantial Completion: 8/9/2024 Ready for final payment: 9/6/2024 days or dates
[Increase] of this Change Order: \$ 1,243,380.00	[Increase] of this Change Order: Substantial Completion: 180 days Ready for final payment: 210 days days or dates
Contract Price incorporating this Change Order: \$ 2,619,020.00	Contract Times with all approved Change Orders: Substantial Completion: 2/7/2025 Ready for final payment: 3/7/2024

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
CSR Engineering

By: _____
City of White House

By: _____
Norris Brothers Excavating

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: 06/18/24

Approved by Funding Agency (if applicable):

By: _____

Date: _____

Title: _____

OTHER BUSINESS...

July 9, 2024

MEMORANDUM

To: Board of Mayor and Aldermen

From: Derek Watson, City Recorder

Re: Board Appointments

Mayor Corbitt has reviewed the individuals below and they have agreed to serve. Mayor Corbitt requests that the Board approve his appointment.

Appointments

Library Board – 3 Year Terms

1. Desiree J.C. Goff – Replacing Katy Hornbeck – June 2027

**TEFRA APPROVAL CERTIFICATE OF
THE MAYOR OF THE CITY OF WHITE HOUSE, TENNESSEE**

The undersigned hereby certifies he is the Mayor of the City of White House, Tennessee (the “City”), and that he was elected to such position in accordance with State of Tennessee law in an election at which all registered voters in the City were entitled to vote; that as such he is the chief elected executive officer of the City and that as such chief elected executive officer he has been informed that the Industrial Development Board of the City of White House, Tennessee (the “Board”) has preliminarily approved the issuance and sale of up to \$6,000,000 principal amount of Revenue Bond Series 2024 (Goodwill Industries of Middle Tennessee, Inc. Project) to defray certain costs incurred or which may be incurred by Goodwill Industries of Middle Tennessee, Inc. (the “Company”) in connection with the acquisition, construction and equipping of a building of approximately 15,000 square foot retail store and donation center to be located at 517 Highway TN-76, White House, Tennessee 37188 (the “Project”), which will be used to store and remarket donated clothing and other household items thereby providing job opportunities for persons with physical or mental disabilities as well as others who face barriers to entering the competitive labor market, all of which promote the health, welfare and safety of the citizens of the State of Tennessee to qualify for tax exempt treatment. The undersigned further understands that the Board after giving public notice of at least 7 days in advance thereof held a public meeting on July 8, 2024, at which a reasonable opportunity to be heard was provided for persons with different views on the issuance and sale of such revenue bond and the location and nature of the Project. The undersigned has been informed of the substance of such public hearing. Based on such understanding and information, the undersigned hereby approves the sale, issuance and delivery by the Board of its Revenue Bond, Series 2024 (Goodwill Industries of Middle Tennessee, Inc. Project) in the maximum principal amount of \$6,000,000 for the purposes indicated above. This approval is given pursuant to Section 147 of the Internal Code Revenue 1986, as amended (the “Code”).

The approval granted hereby is solely to satisfy the requirements of Section 147(f) of the Code and does not in any respect obligate, or otherwise imply that the City undertakes any legal, financial, moral, or other obligation with respect to such Bond or pledges any revenues, credit, or taxing power to the payment of the Bond other than revenues provided by the Company.

This ____ day of July, 2024.

Mayor
City of White House, Tennessee

RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF WHITE HOUSE, TENNESSEE (THE "ISSUER") TO INDUCE GOODWILL INDUSTRIES OF MIDDLE TENNESSEE, INC. TO CONSTRUCT A RETAIL STORE AND DONATION CENTER AND TO AUTHORIZE THE ISSUER TO TAKE SUCH OTHER ACTION AS MAY BE NECESSARY TO FACILITATE THE FINANCING OF THE SAME THROUGH THE ISSUANCE OF A BOND

WHEREAS, The Industrial Development Board of the City of White House, Tennessee (the "Issuer"), is authorized and empowered under the provisions of Sections 7-53-101 to 7-53-311, inclusive, Tennessee Code Annotated, as amended (the "Act"), to enter into loan agreements with others with respect to a "project" (as defined in the Act), including a facility whose purpose is the promotion of the health, welfare and safety of the citizens of the State of Tennessee (the "State"); and

WHEREAS, Goodwill Industries of Middle Tennessee, Inc., a Tennessee nonprofit corporation (the "Company"), has requested that the Issuer authorize its revenue bonds to pay or reimburse the Company for its acquisition, construction and equipping of an approximately 15,000 square feet retail store and donation center to be located at 517 Highway TN-76, White House, TN 37188 (the "Project"); and

WHEREAS, it is contemplated that the Project will be owned and operated by the Company, and will serve its mission, among others, to expand employment opportunities for those in White House, Tennessee suffering from disabilities and disadvantages; and

WHEREAS, in connection with considering approving this Resolution, the Issuer has agreed to conduct a public hearing complying with the requirements of the Tax Equity and Fiscal Responsibility Tax Act of 1982 and has conducted such hearing, providing interested persons the opportunity to come forward and express their views on the proposed Project and the financing thereof by the Issuer; and

WHEREAS, after the consideration thereof, the Issuer has determined it will assist in the financing of the Project by agreeing to issue its revenue bonds in the maximum principal amount of \$6,000,000 and by agreeing to enter into a loan agreement and other financing documents upon such terms and conditions as shall be agreed to by the Issuer and the Company, thereby affording the Company the opportunity to avail itself of the benefits of tax exempt financing with respect to the Project; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the provisions of the Act.

Section 2. Finding. It is hereby ascertained, determined and declared that the Issuer does hereby find, based upon information and factors deemed relevant by the Issuer, that the location and operation of the Project in the City will be an asset to the City and the expansion of the Company's operations as contemplated by the acquisition, construction and equipping of the Project as described above will be in furtherance of the Issuer's public purposes as defined in the Act. The Issuer acknowledges and approves the issuance of its revenue bonds as described above to assist in the financing of the Project, all subject to execution of final financing document as shall be agreed to by the Issuer, the purchaser of the bonds and the Company.

Section 3. Authorization of Bond To Finance Acquisition, Construction and Equipping of Project. The Issuer's agreement to issue bonds to finance the acquisition, construction and equipping of the Project as heretofore described is hereby authorized and is a material to the decision of the Company to expand its operations in the City and to acquire, construct and equip the Project.

Section 4. General Authority. From and after the execution and delivery of this Resolution, the proper officers, directors, members, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection therewith.

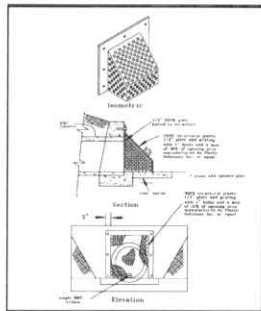
Section 5. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 8th day of July, 2024.



Secretary



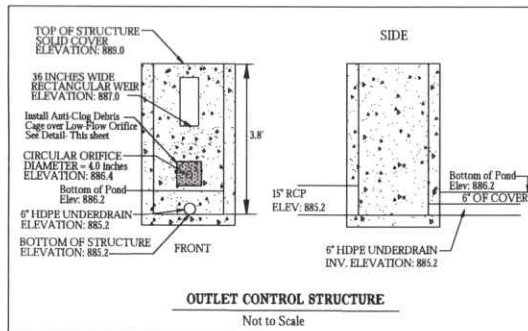
ANTI-CLOG DEBRIS CAGE

Not to Scale

SITE STORM SEWER SYSTEM

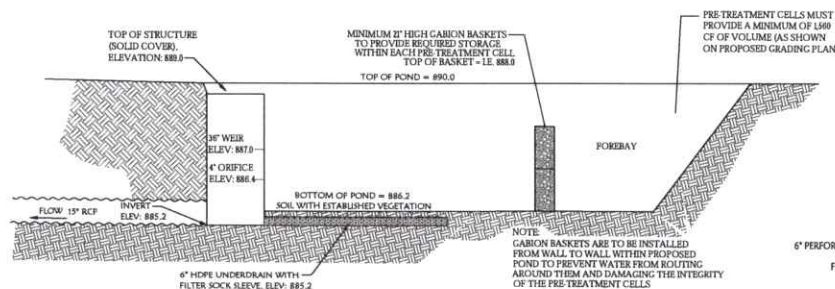
Item	Structure Type	Size	T.C. Elev.	Inlet Elevation	Outlet Elevation	Percent Slope
CB1	Curb Inlet	Single	891.2	—	888.07	—
CB1 to CB2	18" RCP	121 W	—	888.07	887.45	0.50
CB2	Curb Inlet	Single	891.4	887.45	887.45	—
CB2 to JB1	18" RCP	128 W	—	887.45	886.82	0.50
JB1	Junction Box	Single	892.35	886.82	886.82	—
JB1 to CB3	18" RCP	129 W	—	886.82	886.27	0.50
CB4	Curb Inlet	Single	886.9	—	886.74	—
CB4 to CB3	18" RCP	94 W	—	886.74	886.27	0.50
CB3	Curb Inlet	Single	890.6	—	887.99	—
CB3 to CB6	18" RCP	98 W	—	887.99	887.49	0.50
CB6	Curb Inlet	Single	891.1	887.49	887.49	—
CB6 to CB7	18" RCP	130 W	—	887.49	886.84	0.50
CB7	Curb Inlet	Single	891.0	886.84	886.84	—
CB7 to CB3	24" RCP	114 W	—	886.84	886.27	0.50
CB3	Curb Inlet	Single	891.0	886.27	886.27	—
CB3 to HW1	24" RCP	14 W	—	886.27	886.20	0.50
HW1	** ED Headwall	Standard	—	—	886.20	—
OCS	Outlet Control Structure	See Detail this sheet	—	—	—	—
OCS to HW2	18" RCP	20 W	—	885.20	885.00	1.00
HW2	** ED Headwall	Standard	—	—	885.00	—

** HW1 MUST BE INSTALLED AS AN ENERGY DISSIPATING HEADWALL



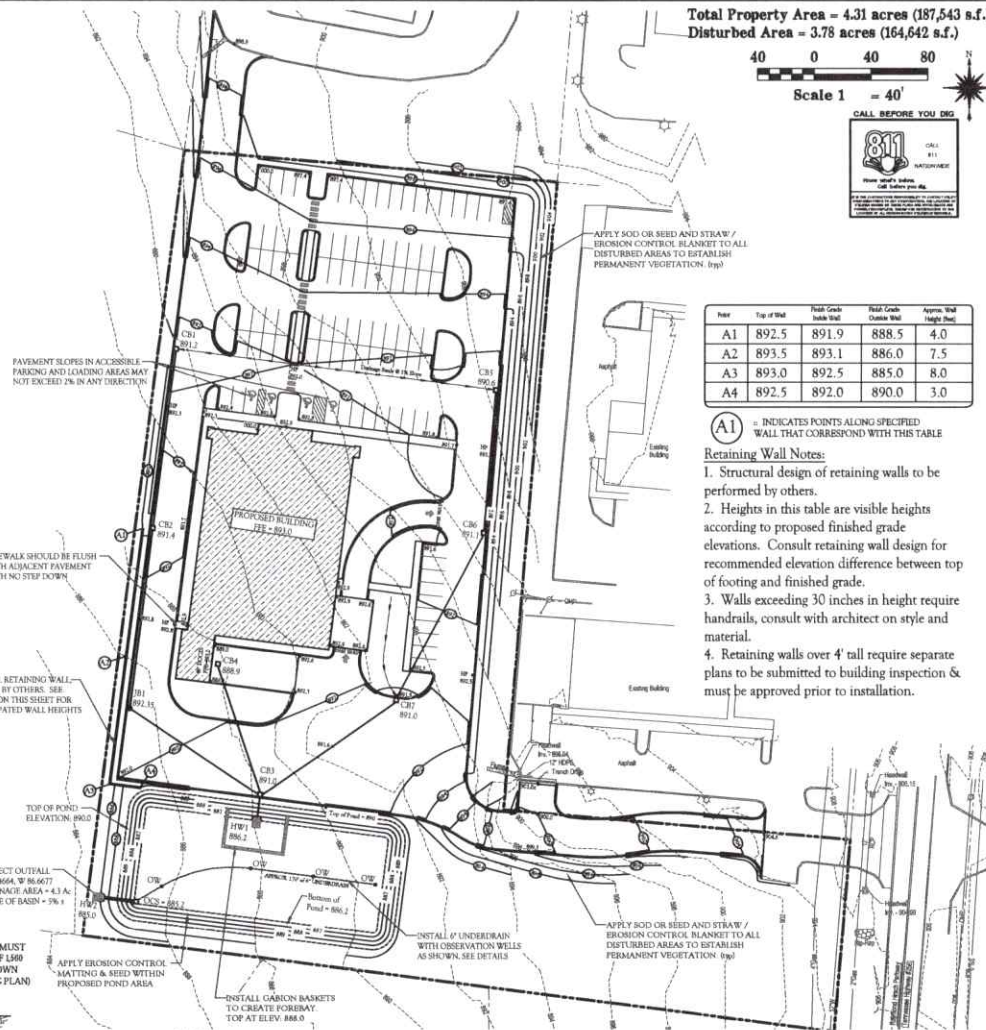
OUTLET CONTROL STRUCTURE

Not to Scale



EXTENDED RELEASE DETENTION POND

Not to Scale



Total Property Area = 4.31 acres (187,543 s.f.)
Disturbed Area = 3.78 acres (164,642 s.f.)

40 0 40 80
Scale 1" = 40'

CALL BEFORE YOU DIG



Point	Top of Wall	Final Grade	Final Grade	Approx. Wall Height
A1	892.5	891.9	888.5	4.0
A2	893.5	893.1	886.0	7.5
A3	893.0	892.5	885.0	8.0
A4	892.5	892.0	890.0	3.0

A1 INDICATES POINTS ALONG SPECIFIED WALL THAT CORRESPOND WITH THIS TABLE

Retaining Wall Notes:

1. Structural design of retaining walls to be performed by others.
2. Heights in this table are visible heights according to proposed finished grade elevations. Consult retaining wall design for recommended elevation difference between top of footing and finished grade.
3. Walls exceeding 30 inches in height require handrails, consult with architect on style and material.
4. Retaining walls over 4' tall require separate plans to be submitted to building inspection & must be approved prior to installation.

- NOTES:
1. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY ON THIS SITE, THE PREPARED EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSTALLED AND REVIEWED BY THE CITY OF WHITE HOUSE, STORM WATER INSPECTION DIVISION.
 2. DRAINAGE EASEMENTS OUTSIDE THE RIGHT OF WAY ARE NOT THE RESPONSIBILITY OF ROBERTSON COUNTY OR THE CITY OF WHITE HOUSE.
 3. THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED ON FEMA FIRM PANEL 47165C0260C, DATED APRIL 17, 2012.

1. UNDERDRAIN SHOULD NOT BE INSTALLED UNTIL AFTER SITE IS FULLY STABILIZED.

UNDERDRAIN DETAIL

Not to Scale

Grading & Drainage Plan

Initial Submittal:
March 25, 2024
Revisions:

40 Scale

Designed By:
Charley Dean, PE

Dean Design Group
Civil Engineering, Land Planning & Zoning
1633 West Main Street, Suite 1002, Lebanon, TN 37087
Phone: 615-380-5016, Email: charleydeandesigngroup@gmail.com



Goodwill Industries
Map 106, po Parcel 67 & Map 107-1, Group A, Parcel 3
Robertson County, Tennessee
152 Raymond Hirsch Pkwy., White House, TN

Permit Info

Project: 24003

C4.0

Sheet 6 of 9

[illegible]

EXTERIOR LEFT ELEVATION

$$\frac{1}{180} = 1 - \sigma$$



GOODWILL INDUSTRIES OF MIDDLE TENNESSEE Comes To White House

GOODWILL: TRANSFORMING COMMUNITIES, ONE DONATION AT A TIME.

Goodwill, your trusted partner in community support and empowerment, is eager to bring its services to White House. For years, Goodwill has been a beacon of hope and opportunity in communities across Middle Tennessee. With our proven track record of job creation, affordable shopping options, and support for employment training programs, we're more than just a thrift store. We change lives through education, training and employment. As White House continues to grow and thrive, the need for accessible services and job opportunities becomes increasingly apparent. The new store is designed to align with Goodwill's commitment to sustainability and community engagement, aiming to become a cornerstone for local development and a model for future expansions.



GOODWILL DONATION EXPRESS CENTER ALREADY WINNING HEARTS

Our White House DEC opened Sept. 20, 2023. Since opening, thousands of donors have stopped by to donate and support Goodwill, many of whom have expressed appreciation for Goodwill's presence in their community and a strong desire and interest in Goodwill opening a retail store.

EXPECTED BENEFITS



Goodwill Industries of Middle Tennessee currently operates 30 stores, two Outlets and 53 donation sites across 48 counties. After five years in White House, we would reasonably expect to contribute the following economic and mission benefits to the area:

22 POSITIONS*

With Access To A Full Range Of Employment Benefits (Health Insurance, Retirement Saving Account with Employer Match, etc.)

\$1.02M*

Annual Wages & Benefits Paid

\$125K*

Annual Sales Tax Revenue

730*

Individuals Served Annually

264**

Individuals Placed Into Jobs Annually

*Estimates based on current annual results in similar-sized communities where Goodwill has one retail store.

**Estimates based on current annual results in counties with one Goodwill Career Solutions Center.

HOW WE CHANGE LIVES



Through in-person and virtual employability skills classes, advanced training programs and one-on-one career coaching, we help people find a job, a better job or a career. In White House, services will be provided virtually and from a mobile van equipped with technology tools.

TRAINING CLASSES CURRENTLY INCLUDE:

Basic Digital Literacy

Call Center

Construction

Customer Service

Custodial

Employability Skills

- Resume Writing
- Explore Jobs Online
- Applying for Work
- Interviewing for Work
- Preparing for Success

Financial Literacy

Forklift

High School Equivalency

Office Productivity Tools

Google IT Certifications

- Advanced Data Analytics
- Business Intelligence
- Cyber Security
- Data Analytics
- Digital Marketing
- Professional Support
- Python
- Project Manager
- UX Design

Solar Installer Training

Welding



GOODWILL INDUSTRIES OF MIDDLE TENNESSEE Comes To White House

MEET JEANNETTE: THE JOYFUL CASHIER CHANGING LIVES AT GOODWILL

Jeannette Melbourne wakes up every morning excited to go to her job as a cashier at the Springfield Goodwill retail store where she's worked since 2022.

"It gives me purpose and a place to be every day, and I truly enjoy working here," Jeannette says. "When I get up in the morning, I don't feel like, 'Oh boy, I've got to go to work,' I love the people I work with, I love our customers and I love what we do," she says.

Before working at Goodwill, Jeannette was living with family after having to leave her apartment. Stressed about medical bills from a major surgery and increasing cost of living, she knew she needed to find work to be able to afford permanent housing. However, she worried her age would set her back.

"When you're in your 70's, getting a job is not easy," Jeannette says. "I had shopped

at Goodwill for years and loved the vibe and knew I'd like to work there."

She met with a career coach at Goodwill's Career Solutions Center in Springfield and quickly had a job at the store. While she still lives with family, she knows she'll be able to afford her own housing thanks to Goodwill.

While Jeannette says the financial stability is wonderful, Goodwill has also helped transform her social life. She had already been living alone for several years before the COVID-19 pandemic, which made her feel even more isolated and took a toll on her mental health. She says her employment with Goodwill allows her to be around people who bring her joy.

"I have a lot of regular customers who come in and we talk and laugh and my coworkers are great and so fun to be around," Jeannette says.



When chatting with customers, Jeannette always makes a point to tell them about Goodwill's mission of changing lives through education, training and employment.

"I just really want people to know what Goodwill does for the community and for people just like me," Jeannette says.

FROM DESPERATION TO SUCCESS: KELLY TURNS TEARS INTO TRIUMPH

When Kelly Phillips walked into the Goodwill Career Solutions Center in Hendersonville in December 2023, she broke down in tears.

"I got laid off from my previous job, had been applying to more than 200 jobs and was desperate," Kelly says. "The career coach I spoke with instantly gave me hope. She pulled up a list of classes and programs I could do and said 'We'll get you a job by February.'"

It sounded too good to be true, but little did she know, Kelly's life was about to change for the better. She took advantage of as many classes that Goodwill offered as she could, getting help revamping her resume and preparing for job interviews.

"I always struggled with talking in job interviews but the Goodwill career

coaches helped me build my confidence," Kelly says.

Before she knew it, she landed a job as a seamstress with Dillard's. When telling career coaches about her skills, she mentioned she enjoyed altering clothes as a hobby but never imagined the skill would lead to a career.

"The coaches encouraged me to apply for jobs in the alteration field, which I am so thankful for, because this is the best job I've ever had," Kelly says.

In the short time Kelly has been working for Dillard's, she's already been told a promotion to manager is in her future when her boss retires, which also means a pay increase. After months of stressing about her and her family's future, she



finally feels secure and excited to see where her new career takes her.

"I am a single mom and was very depressed for a while trying to get my life back in order and Goodwill really gave me a new hope," Kelly says. "I am in a much better place mentally and financially."

Do you have questions or feedback? Please contact a member of our leadership team.

Leisa Wamsley, Chief Operating Officer, leisa.wamsley@givegw.org or **Mike Prince**, Director of Real Estate, mike.prince@givegw.org

DISCUSSION ITEMS...

OTHER INFORMATION....