



CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Agenda
August 20, 2020
7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by Community Pastor
3. Pledge by Aldermen
4. Roll Call
5. Adoption of the Agenda
6. Approval of Minutes of the July 13th Special Session and July 16th Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Public Hearings
 - a. **Resolution 20-18:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading*
 - a. **Ordinance 20-14:** An ordinance amending the Municipal Code Title 18, Chapter 4 Stormwater Management, Section 18-407. *Second Reading*
 - b. **Ordinance 20-15:** An ordinance amending the Zoning Map from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Pinson Lane. *Second Reading*
9. Communication from Mayor, Aldermen, City Attorney, and City Administrator
10. Acknowledge Reports
 - A. General Government
 - B. Finance
 - C. Human Resources
 - D. Police
 - E. Fire
 - F. Public Services
 - G. Planning & Codes
 - H. Parks & Recreation
 - I. Library/Museum
 - J. Municipal Court
11. Consideration of the Following Resolutions:
 - a. **Resolution 20-19:** Whereas, T.C.A. 6-51-102 requires that a plan of service be adopted by the governing body of the City prior to passage of a resolution annexing any area.
 - b. **Resolution 20-18:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee. *Second Reading*

- c. **Resolution 20-20:** A resolution (I) authorizing the issuance of not to exceed \$2,900,000 in aggregate principal amount of federally taxable general obligation refunding bonds of the City of White House, Tennessee; (II) making provision for the issuance, sale and payment of said bonds; (III) establishing the terms thereof and the disposition of proceeds therefrom; and (IV) providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

12. Consideration of the Following Ordinances:

- a. **Ordinance 20-14:** An ordinance amending the Municipal Code Title 18, Chapter 4 Stormwater Management, Section 18-407. *Second Reading*
- b. **Ordinance 20-15:** An ordinance amending the Zoning Map from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Pinson Lane. *Second Reading*
- c. **Ordinance 20-16:** An ordinance to amend the Zoning Map from C-1 Central Business District to NCPUD, Neighborhood Center Residential Planned Unit Development on Hwy 31W. *First Reading.*
- d. **Ordinance 20-17:** An ordinance to amend the Zoning Map from R-20 Low Density Residential to SRPUD, Suburban Residential Planned Unit Development and NCRPUD, Neighborhood Center Residential Planned Unit Development on Tyree Springs Road. *First Reading.*
- e. **Ordinance 20-18:** An ordinance to amend the Zoning Map from C-2 General Commercial to C-1R Central Service District Gateway Infill Commercial Infill on Byrum Drive. *First Reading.*
- f. **Ordinance 20-19:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *First Reading.*
- g. **Ordinance 20-20:** An ordinance to de-annex certain territories within the corporate boundaries of the City of White House, Tennessee. *First Reading*

13. Purchasing:

- a. To approve or reject authorizing the purchase of a 2020 Ford Explorer from Statewide Contract #209 in the total amount of \$28,780. The City Administrator recommends approval.
- b. To approve or reject authorizing the purchase of a 2020 Dodge Ram from Statewide Contract #209 in the total amount of \$28,989.35. The Planning and Codes Director recommends approval.
- c. To approve or reject authorizing City Administrator Gerald Herman entering into a contract with CSR Engineering for \$67,200 for engineering services for the Soccer Complex Renovation project. Parks and Recreation Director recommends approval.
- d. To approve or reject authorizing City Administrator Gerald Herman to enter into an agreement for the Community Event Center project. The City Administrator recommends approval.

14. Other Business:

- a. Board Appointments

15. Discussion Items:

- a. None

16. Other Information:

- a. Report on Debt Obligation for Community Event Center Loan

17. Adjournment:

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Minutes
Special Session
July 13, 2020
6:30 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 6:30 pm.

2. Roll Call

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

3. Adoption of the Agenda

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

4. Public Hearings

- a. None

5. New Business

- a. To approve or reject authorizing a maximum of \$75,000 of matching funds for a Tourism Enhancement Grant from the Tennessee Department of Tourism. If awarded, the grant will be used to build a replica stagecoach with a horse in front of the Visitor Center. The City Administrator recommends approval.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with Ald. Bibb, Ald. Decker, Ald. Hutson, and Mayor Arnold voting aye. Ald. Corbitt voting no. **Motion passed.**

6. Adjournment

Meeting was adjourned at 6:35 pm.

ATTEST:

Michael Arnold, Mayor

Derek Watson, City Recorder

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting
Minutes
July 16, 2020
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

2. Prayer by Community Pastor

Prayer was led by Aldermen Bibb.

3. Pledge by Aldermen

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

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the June 18th meeting and June 30th Special Session meeting

Motion was made by Ald. Bibb, second by Ald. Hutson to adopt the minutes. A voice vote was called for with all members voting aye. **June 18th and June 30th Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Public Hearings

- a. **Resolution 20-14:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House. *Second Reading*

No one spoke for or against.

- b. **Ordinance 20-12:** An ordinance amending the Zoning Ordinance regarding Planned Unit Development, Article V, Section 5.056.5, Residential Planned Development. *Second Reading*

Mr. Ronnie Dyer of White House spoke against Ordinances 20-12 and 20-13.

- c. **Ordinance 20-13:** An ordinance amending the Zoning Map from Sumner County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Tyree Springs Rd.
Second Reading

Ms. Kathy Peay of White House spoke against Ordinance 20-12.

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

Ald. Hutson congratulated the City for closing on the Byrum Family Park Land property on July 16th. Mayor Arnold added that it is the biggest project that the City has ever undertaken and that the land will be preserved forever. Ald. Decker stated that the City should plan how preserve the farm land and farm house to educate future generations.

City Administrator Gerald Herman announced that construction has begun on the Visitor Center exterior renovation. Mr. Herman stated that the storage room shell is completed and the entire building has been wrapped with insulation paper. Mr. Herman continued that the cement boards are starting to be installed.

City Administrator Gerald Herman noted that the City is now owners of 104 beautiful acres of land to be developed in the future as the Byrum Family Park. Mr. Herman stated that closing documents were signed and the owner has been paid. Mr. Herman mentioned that a press release was sent out earlier in the day.

City Administrator Gerald Herman discussed that the new Billy S. Hobbs Community Center design is finished. Mr. Herman informed that the notice to bid goes public next Wednesday. Mr. Herman advised that a contractor should be submitted for approval during the August Board of Mayor and Aldermen meeting.

10. Acknowledge Reports

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

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

11. Consideration of the Following Resolutions:

- a. **Resolution 20-15:** Whereas, T.C.A. 6-51-102 requires that a plan of service be adopted by the governing body of the City prior to passage of a resolution annexing any area.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 20-15 was passed.**

- b. **Resolution 20-14:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House. *Second Reading*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - aye; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Resolution 20-14 was approved on Second Reading.**

- c. **Resolution 20-16:** An initial resolution authorizing the incurrence of indebtedness by the City of White House, Tennessee, of not to exceed \$11,000,000 by the execution with the Public Building Authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain public works projects, and to fund the incidental and necessary expenses related thereto.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Resolution 20-16 was passed.**

- d. **Resolution 20-17:** Resolution authorizing a loan pursuant to a loan agreement between the City of White House, Tennessee, and the Public Building Authority of the City of Clarksville, Tennessee, in the principal amount of not to exceed \$11,000,000; authorizing the execution and delivery of such loan agreement and other documents relating to said loan; approving the issuance of a bond by such Public Building Authority; providing for the application of the proceeds of said loan and the payment of such indebtedness; consenting to the assignment of the City's obligation under such loan agreement; and, certain other matters.

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 20-17 was passed.**

- e. **Resolution 20-18:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, Tennessee.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with Ald. Bibb, Ald. Decker, Ald. Hutson, and Mayor Arnold voting aye. Ald. Corbitt voting no. **Resolution 20-18 was approved on First Reading.**

12. Consideration of the Following Ordinances:

- a. **Ordinance 20-12:** An ordinance amending the Zoning Ordinance regarding Planned Unit Development, Article V, Section 5.056.5, Residential Planned Development. *Second Reading*

Motion was made by Ald. Hutson, second by Ald. Decker to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - aye; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 20-12 was approved on Second Reading.**

- b. **Ordinance 20-13:** An ordinance amending the Zoning Map from Sumner County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Tyree Springs Rd. *Second Reading*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A roll call vote was requested by Mayor Arnold: Ald. Bibb - aye; Ald. Corbitt - aye; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 20-13 was approved on Second Reading.**

- c. **Ordinance 20-14:** An ordinance amending the Municipal Code Title 18, Chapter 4 Stormwater Management, Section 18-407. *First Reading*

Motion was made by Ald. Bibb, second by Ald. Corbitt to approve. A voice vote was called for with all members voting aye. **Ordinance 20-14 was passed on First Reading.**

- d. **Ordinance 20-15:** An ordinance amending the Zoning Map from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development on Pinson Lane. *First Reading*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with Ald. Bibb, Ald. Decker, Ald. Hutson, and Mayor Arnold voting aye. Ald. Corbitt voting no. **Ordinance 20-15 was passed on First Reading.**

13. Purchasing:

- a. To approve or reject authorizing the City Administrator Gerald Herman to enter into a one-year Interlocal E911 agreement between E911 Emergency Communication District of Robertson County, Robertson County, the City of Springfield, and the City of White House for \$206,599.88 for furnishing dispatching services for the purpose of emergency dispatch at the E911 facility. The Police Chief recommends approval.

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

- b. To approve or reject the purchase of three (3) 2020 Ford Police Interceptor Utility Vehicles from the State contract #209 in the total amount of \$100,191. The Police Chief recommends approval.

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

- c. To approve or reject authorizing the City Administrator Gerald Herman entering into a contract with CSR Engineering for \$59,000 for engineering services for North Palmers Chapel Roadway Widening and Wastewater Improvements. The Public Services Director recommends approval.

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

14. Other Business:

- a. To approve or reject subdivision acceptance for the Greystone Phase 3 subdivision. Planning and Codes Director recommends approval.

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

- b. To approve or reject subdivision acceptance for the Sumner Crossings Phase 2 subdivision. Planning and Codes Director recommends approval.

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

15. Discussion Items:

a. Public Comment Opportunity

Ald. Corbitt mentioned that he would like to see more public comment opportunities during Board of Mayor and Aldermen meetings. City Administrator Gerald Herman stated that the Board can vote to add or remove items from the Order of Business. Mayor Arnold, Ald. Bibb, and Ald. Decker discussed that the City has tried this in the past without success. City Administrator Gerald Herman advised that the Board table the discussion to a separate meeting in the near future.

16. Other Information:

a. Report on Debt Obligation for Byrum Park Land Loan

Board reviewed the Report on Debt Obligation for Byrum Park Land Loan.

17. Adjournment:

Meeting was adjourned at 8:23 pm.

ATTEST:

Michael Arnold, Mayor

Derek Watson, City Recorder

REPORTS....

Administrative & Legislative Services Department
July 2020

Administration

City Administrator Gerald Herman attended the following meetings this month:

- July 01:
 - RTA Music City Star Ride
 - Economic Recovery Group Update
- July 02:
 - Website Update Conference Call
 - Governor Lee's Conference Call
 - Town Center Waterline Discussion
 - Leisure Services Board
- July 07:
 - Blackwater Pilot Discussion
 - Weekly COVID Communication
- July 09:
 - Tyree Springs Traffic Study Discussion
 - WHCC: 90% CDP Owner Review Meeting
 - Sumner County COVID Update
- July 13:
 - North Palmer's Chapel Widening Project Discussion
 - Special Called BMA Meeting
- July 14: State of the City Meeting
- July 15:
 - RTA Executive Committee Meeting
 - State of the City Meeting
 - Economic Development Team Meeting
- July 16:
 - Byrum Park Tour
 - Byrum Property Closing
 - Sumner County COVID Update
 - Safe Harbor Development Meeting
- July 21:
 - SR76 at Raymond Hirsch Development Discussion
 - Weekly COVID Communication
- July 22: Department Head Meeting
- July 23:
 - Visitor Center Addition Progress Meeting
 - WHVC – OAC Meeting
 - Sumner County COVID Update
 - Burris Ridge Subdivision Meeting
 - TDEC Violation Discussion
- July 27: Tyree Springs Development Discussion
- July 28: Weekly COVID Communication
- July 29: CARES Act Discussion
- July 30:
 - Sumner County COVID Update
 - Robertson County Joint Economic Development Meeting

**Administrative & Legislative Services Department
July 2020**

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 2020-2021.

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$17,548,414	\$ 1,238,516	↓1.31
Industrial Development	\$177,000	\$ 127,168	↑63.47
State Street Aid	\$530,000	\$ -	↓8.37
Parks Sales Tax	\$4,005,125	\$ 2,806,875	↑61.71
Solid Waste	\$1,050,026	\$ 197,651	↑10.45
Fire Impact Fees	\$74,500	\$ 48,838	↑57.18
Parks Impact Fees	\$15,000	\$ -	↓8.37
Police Impact Fees	\$65,000	\$ 33,845	↑43.69
Road Impact Fees	\$60,000	\$ -	↓8.37
Police Drug Fund	\$4,500	\$ 175	↓4.48
Debt Services	\$1,137,400	\$ 85,452	↓0.85
Wastewater	\$15,108,083	\$ 636,116	↓4.15
Dental Care	\$70,656	\$ 4,978	↓1.32
Stormwater Fund	\$1,063,984	\$ 101,851	↑1.20
Cemetery Fund	\$43,890	\$ 9,090	↑12.34

*Expended/Encumbered amounts reflect charges from July 1, 2020 – June 30, 2021.

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 2021	FY 2020	FY 2019	FY 2018	FY 2017
July	261	269	346	362	327
August		106	151	166	175
September		98	126	119	120
October		97	91	147	91
November		78	120	125	135
December		58	72	104	83
January		81	122	177	178
February		93	119	113	140
March		107	131	142	136
April		85	138	185	120
May		82	129	121	153
June		45	50	52	92
Total	261	1199	1,595	1,813	1,750

Purchase Orders by Dollars	July 2020	FY 2021	FY 2020	FY 2019	Total for FY21	Total for FY20	Total for FY19
Purchase Orders \$0-\$9,999	238	238	1132	1529	\$420,282.92	\$1,275,419.16	\$1,349,159.92
Purchase Orders \$10,000-\$24,999	9	9	34	26	\$131,910.27	\$551,938.89	\$381,155.50
Purchase Orders over \$25,000	14	14	33	40	\$1,122,457.49	\$4,035,346.92	\$7,678,174.40
Total	261	261	1199	1595	\$1,674,650.68	\$5,862,704.97	\$9,408,489.82

Administrative & Legislative Services Department
July 2020

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.

	2020-2021 Update Requests	2019-2020 Update Requests	2018-2019 Update Requests	2017-2018 Update Requests	2020-2021 Page Visits	2019-2020 Page Visits	2018-2019 Page Visits	2017-2018 Page Visits
July	15	152	61	60	11,536	1,164,517	1,080,668	825,614
August		126	133	56		752,932	835,519	717,462
September		43	22	90		679,248	214,406	739,867
October		78	86	43		386,735	864,091	876,346
November		56	40	80		695,971	812,527	808,551
December		156	82	50		847,724	1,055,111	842,265
January		67	68	44		720,531	934,562	747,155
February		22	40	41		N/A	762,985	631,612
March		85	61	71		N/A	879,671	1,165,275
April		43	56	77		N/A	820,505	959,769
May		27	29	49		5,998	946,897	1,063,568
June		48	123	27		10,251	901,328	483,003
Total	15	901	801	688	11,536	5,263,907	9,053,159	9,860,532

Social Media Management

The use of social media keeps us connected to our community. Through means such as Facebook, Twitter, and our mobile app. We are able to reach out to the community and receive feedback. We track data from these sources to determine if the means justifies our time using these sources.

Facebook

	2020-2021 New Likes	2019-2020 New Likes	2018-2019 New Likes	2017-2018 New Likes	2020-2021 # of Posts	2019-2020 # of Posts	2018-2019 # of Posts	2017-2018 # of Posts
July	106	83	31	146	63	36	21	38
August		47	46	77		18	11	39
September		71	53	46		27	20	31
October		44	70	64		27	18	29
November		25	51	25		10	17	25
December		18	25	25		21	20	11
January		30	31	96		13	14	11
February		51	40	25		27	11	15
March		112	31	23		38	18	10
April		73	60	70		58	26	17
May		62	161	116		30	33	23
June		95	103	59		31	30	33
Total	106	705	702	772	63	336	239	282

**Administrative & Legislative Services Department
July 2020**

Twitter

	2020-2021 Total Followers	2019 – 2020 Total Followers	2018 – 2019 Total Followers	2020-2021 # of Tweets	2019 – 2020 # of Tweets	2018 – 2019 # of Tweets
July	904	862	811	31	19	8
August		869	796		9	8
September		870	798		14	10
October		868	802		15	7
November		873	802		5	7
December		877	805		16	8
January		880	809		9	7
February		888	826		23	8
March		902	830		24	16
April		907	830		14	14
May		903	832		14	14
June		904	851		14	14
Total	N/A	N/A	N/A	31	176	121

“City of White House, TN” Mobile App

	FY21 New Downloads	FY20 New Downloads	FY19 New Downloads
July	45	19	28
August		21	18
September		21	15
October		12	22
November		13	11
December		15	10
January		23	17
February		70	13
March		69	11
April		41	10
May		29	11
June		36	25
Total	45	369	191

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

	FY21 # of Request	FY20 # of Request	FY19 # of Request
July	20	36	32
August		39	26
September		18	18
October		40	32
November		27	12
December		20	27
January		24	22
February		41	30
March		34	24
April		35	32
May		26	27
June		28	29
FY Total	20	356	311

January 2018 – All requests have either been responded to, and are either Completed or In Progress

**Administrative & Legislative Services Department
July 2020**

White House Farmers Market

The market seems to be doing well considering all of the changes due to COVID-19. This month we had a magician twice, a musician and petting zoo all participate during our market hours.

	2020 New Facebook Likes	2020 Facebook Post	2019 New Facebook Likes	2019 Facebook Post		Application Fees # (amount collected)	Booth Payments (\$)
January	8	1	7	0	January	0	0
February	5	0	2	0	February	0	0
March	N/A	0	8	5	March	0	0
April	23	1	36	5	April	2	150
May	94	11	131	13	May	5	870
June	123	10	114	20	June	3	384
July	96	18	49	12	July	0	0
August			1	13	August		
September			14	5	September		
October			7	0	October		
November			4	0	November		
December			13	0	December		
Total	344	41	387	73	Total	7	\$1404

Building Maintenance Projects

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

Special Maintenance Projects

- Introduction for the new Facilities Maintenance Worker, Jerry Napier
- Completion of some City Hall lawn care
- Assisted with DHC on unit repair in City Hall
- Assisted Cummins and Dean Oil for generator testing

	2020-2021 Work Order Requests	2019 – 2020 Work Order Requests	2018 – 2019 Work Order Requests	2017 – 2018 Work Order Requests	2016 – 2017 Work Order Requests	2015 - 2016 Work Order Requests
July	11	10	22	21	27	22
August		10	26	24	28	33
September		13	19	22	13	31
October		7	14	18	12	30
November		7	18	34	12	27
December		3	8	19	9	17
January		16	14	16	23	28
February		18	7	21	6	19
March		11	7	17	16	25
April		2	12	25	14	20
May		11	6	26	27	33
June		10	9	23	14	17
Total	11	98	162	266	201	302

*In December 2013 work order requests started to be tracked.

**Finance Department
July 2020**

Finance Section

During July the Finance Department continued preparing for FYE 6/30/2020 audit tasks, scanning thousands of documents to reduce physical document storage space, and continued operations with COVID-19 precautions. Members of the Finance Office participated in the following events during the month:

July 1-2: Audit planning
 July 7: New debt activity meeting
 July 9: Community Event Center 90% CDP review meeting
 July 15: MTAS Online Training (Business Tax Administration)
 July 16: Transfer funds for Byrum Park Land closing
 July 21: Unclaimed property webinar
 July 29: CARES Act meeting

Performance Measures

Utility Billing

	July 2020	FY 2021 YTD	FY 2020 Total	FY 2019 Total	FY 2018 Total	FY 2017 Total
New Builds (#)	20	20	171	62	102	111
Move Ins (#)	86	86	649	534	553	536
Move Outs (#)	90	90	602	534	576	546
New customer signup via email (#)	32	32	127	104	163	119
New customer signup via email (%)	30%	30%	15%	17%	25%	18%

Business License Activity

	July 2020	FY 2021 YTD	FY 2020 Total	FY 2019 Total	FY 2018 Total	FY 2017 Total
Opened	6	6	69	75	72	93
Closed (notified by business)	0	0	10	9	18	1
Closed (uncollectable)	0	0	0	0	199	14

Payroll Activity

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments or errors	Number of Voided Checks
2 regulars	1 check, 277 direct deposits	0 Retro adjustments	0 Voids

Accounts Payable

	July 2020	FY 2021 Total	FY 2020 Total	FY 2019 Total	FY 2018 Total	FY 2017 Total
Total # of Invoices Processed	245	245	4003	3940	4437	4797

**Finance Department
July 2020**

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	7,912,190	2,373,657	4,697,522	59%
Cemetery Fund	34,700	10,410	223,296	644%
Debt Services	1,167,400	350,220	297,529	25%
Dental Care Fund	25,200	7,560	251,357	997%
Roads Impact Fees	79,320	23,796	99,778	126%
Parks Impact Fees	69,364	20,809	105,673	152%
Police Impact Fees	55,804	16,741	130,578	234%
Fire Impact Fees	38,000	11,400	113,607	299%
Industrial Development	112,800	33,840	166,454	148%
Parks Sales Tax	695,285	208,586	982,588	141%
Police Drug Fund	4,100	1,230	24,222	591%
Solid Waste	936,800	281,040	536,671	57%
State Street Aid	405,200	121,560	280,295	69%
Stormwater Fund	889,000	266,700	843,452	95%
Wastewater	4,350,550	1,305,165	2,992,295	69%

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 2020-2021.

Operating Fund	Budgeted Operating Revenues (\$)	YTD Realized* (\$)	% Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year)
General Fund	7,912,190	594,321	↓ 0.82%
Cemetery Fund	34,700	6,543	↑ 10.52%
Debt Services	1,167,400	110,012	↑ 1.09%
Dental Care	25,200	3,153	↑ 4.18%
Roads Impact Fees	79,320	9,931	↑ 4.19%
Parks Impact Fees	69,364	10,322	↑ 6.55%
Police Impact Fees	55,804	7,365	↑ 4.86%
Fire Impact Fees	38,000	4,864	↑ 4.47%
Industrial Development	112,800	22,408	↑ 11.53%
Parks Sales Tax	695,285	65,449	↑ 1.08%
Police Drug Fund	4,100	343	↑ 0.03%
Solid Waste	936,800	80,115	↑ 0.22%
State Street Aid	405,200	32,137	↓ 0.40%
Stormwater Fund	889,000	74,883	↑ 0.09%
Wastewater	4,350,550	387,253	↑ 0.57%

*Realized amounts reflect revenues realized from July 1, 2020—July 31, 2020

Human Resources Department
July 2020

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

July 09: Interview for Facilities Maintenance Technician
 July 10: Interview for Facilities Maintenance Technician
 July 13: Interview for Facilities Maintenance Technician
 July 14: State of the City Address
 July 15: State of the City Address
 July 23: New Hire Orientation for Facilities Maintenance Technician
 July 24: Tennessee Personnel Management Association Meeting
 July 29: OSHA Required Documentation Training

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

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
July	0	0	0	0
August		0	0	0
September		1	0	0
October		0	0	0
November		0	0	0
December		0	0	0

Three-year average as of June 30, 2019: 4.00

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
January		1	1	1
February		3	0	0
March		0	0	0
April		2	0	0
May		1	0	0
June		0	2	0
Total	0	8	3	1

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

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
July	1	1	3	0
August		0	0	0
September		0	0	0
October		1	1	0
November		1	0	1
December		0	0	0

Three-year average as of June 30, 2019: 5

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
January		1	0	2
February		0	0	1
March		0	0	0
April		0	1	0
May		0	1	0
June		0	0	1
Total	1	4	6	5

Human Resources Department
July 2020

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

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
July	1	1	0	0
August		1	1	3
September		2	2	1
October		3	0	2
November		2	1	2
December		1	0	1

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

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
January		2	1	0
February		1	0	1
March		1	0	1
April		0	0	1
May		2	5	1
June		2	1	1
Total	1	18	11	14
Percentage	0.97%	17.48%	10.68%	14.43%

Three-year average as of June 30, 2019: 14.20%

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

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
July	1 (T)	0	0	0
August		2 (S)	0	1 (T)
September		0	1 (T)	0
October		0	0	1 (T)
November		1 (S)	0	2 (T)
December		0	0	0

Three-year average as of June 30, 2019: 6.00

	FYE 2021	FYE 2020	FYE 2019	FYE 2018
January		0	1 (T)	0
February		0	0	1 (T)
March		0	1 (S)	0
April		0	0	0
May		0	1 (T)	0
June		1 (T)	0	1 (T) 1 (S)
Total	1	4	7	7

**Police Department
July 2020**

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in July:** White House Rotary Club (July 2nd, 9th, 16th, 23rd, 30th), Special called BMA Meeting (July 13th), Planning Commission Meeting (July 13th), Robertson County Chief's Meeting (July 14th), Sumner County Drug Task Force Meeting (July 15th), Board of Mayor and Alderman Meeting (July 16th), Department Head Staff Meeting (July 22nd) and Command Staff Meeting July 23rd).
- **Police Department Administration Performance Measurements**

Achieve re-accreditation from the Tennessee Law Enforcement Accreditation program by December 2020.

Susan Johnson, Accreditation Manager, is working on a few more files for our Accreditation file review in August. Our actual on-site will be in December. Possibly in September, they will have a meeting/conference to account for the annual LEACT meeting.

1. Our department training goal is that each police employee receives 40 hours of in-service training each year. The White House Police Department has 27 Employees. With a goal of 40 hours per employee, we should have an overall Department total of 1,080 hours of training per calendar year.

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	174	0	174
February	8	212.5	0	220.5
March	0	160	0	160
April	0	68	0	68
May	0	248	0	248
June	16	0	0	16
July	0	80	0	966.5
	24	862.5	0	886.5

Patrol Division Performance Measurements

1. ***Maintain or reduce the number of patrol shifts staffed by only three officers at the two-year average of 474 shifts during the Fiscal Year 2019-2020. (There are 730 Patrol Shifts each year.) *Three officer minimum staffing went into effect August 5, 2015.***

Number of Officers on Shift	July 2020	FY 2020-21
Three (3) Officers per Shift	56	56
Four (4) Officers per Shift	6	6

2. ***Acquire and place into service two Police Patrol Vehicles.*** The three new 2020 Ford Police Utility AWD SUV's have been ordered. Also, the replacement of one totaled vehicle was ordered at the same time. We are still waiting for our shipment of the above vehicles from last Fiscal Year. We should be ordering new vehicles for Fiscal Year 2021 in August.
3. ***Conduct two underage alcohol compliance checks during the Fiscal Year 2018-2019.*** Fall compliance checks complete. Spring Compliance Checks are cancelled due to COVID-19.

**Police Department
July 2020**

4. *Maintain or reduce TBI Group A offenses at the three-year average of 73 per 1,000 population during the calendar year of 2020.*

Group A Offenses	July 2020	Per 1,000 Pop.	Total 2020	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	14	1	66	5
Crimes Against Property	34	3	160	13
Crimes Against Society	38	3	178	14
Total	86	7	405	32
Arrests	68		430	

**U.S. Census Estimate 7/1/2018 – 12,506*

5. *Maintain a traffic collision rate at or below the three-year average of 450 collisions by selective traffic enforcement and education through the Tennessee Highway Safety Program during calendar year 2020.*

	July 2020	TOTAL 2020
Traffic Crashes Reported	29	198
Enforce Traffic Laws:		
Written Citations	70	487
Written Warnings	94	324
Verbal Warnings	279	1,568

6. *Maintain an injury to collision ratio of not more than the three-year average of 11% by selective traffic enforcement and education during the calendar year 2020.*

COLLISION RATIO				
<u>2020</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
July	29	4 YTD 33	14%	17% YTD 198

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

Staffing:

- Officer Lars Carlson and Officer Zackary Parker graduated from Walter's State Law Enforcement Academy on July 10th. Ofc. Carlson was released from Field Training on July 13th. Ofc. Parker was released from Field Training on July 28th.
- Officer Brent Loveday started Walter's State Law Enforcement Academy on July 20th. He will graduate September 18th, 2020.
- We still have three openings. Applications are being taken. Testing is scheduled for August 5th.

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

**Police Department
July 2020**

Sumner County Emergency Response Team: ERT had their monthly training and one Search Warrant call out for the month.

Support Services Performance Measurements

1. *Maintain or exceed a Group A crime clearance rate at the three-year average of 83% during calendar year 2020.*

2020 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
July	81%	83%

Communications Section

	July	Total 2020
Calls for Service	1,003	6,515
Alarm Calls	35	228

Request for Reports

	July	FY 2019-2020
Requests for Reports	18	207
Amount taken in	\$12.15	\$193.65
Tow Bills	\$0.00	\$0.00
Emailed at no charge	30	407
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

Nothing to report at this time.

Volunteer Police Explorers: Nothing to report at this time.

Item(s) sold on Govdeals: Nothing to report at this time.

Crime Prevention/Community Relations Performance Measurements

1. *Teach D.A.R.E. Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.*
D.A.R.E. has been cancelled due to COVID-19.
2. *Plan and coordinate Public Safety Awareness Day as an annual event.* Safety Day in conjunction with Discover White House scheduled for April 18th, 2020 has been cancelled due to COVID-19. They are hoping to reschedule for the fall.
3. *Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.*
Citizen's Police Academy has been cancelled due to COVID-19.
4. *Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.*
 - On July 11th, Sgt. Enck met with 25 residents of Sutherland Subdivision about the start of a Neighborhood watch program.

Police Department

July 2020

- On July 22nd, Sgt. Enck handed out badges at the splash pad and Farmers Market.
- On July 29th, Sgt. Enck conducted an eight-hour Ground Defense Class for 4 Hendersonville Police Recruits.
- **Special Events:** *WHPD Officers participated in the following events during July:*
Nothing to report at this time.

Upcoming Events:

Nothing to report at this time.

<i>2020 Participation in Joint Community Events</i>		
	<u>June</u>	<u>Year to Date</u>
Community Activities	3	22

**Fire Department
July 2020**



Summary of Month's Activities

Fire Operations

The Department responded to 129 requests for service during the month with 96 responses being medical emergencies. The Department responded to 9 vehicle accidents; 5 accidents reported patients being treated for injuries and 4 accidents reported no injuries. Of the 129 responses in month of July there were 24 calls that overlapped another call for service that is 18.6 % of our responses.

UT MTAS recommends for the WHFD an average response time from dispatched to on scene arrival of first "Fire Alarm" to be six minutes and thirty-five seconds (6:35). The average response time for all calls in July from dispatch to on scene time averaged was, five minutes and fifty-eight seconds (5:58). The average time a fire unit spent on the scene of an emergency call was fourteen minutes and fifty-one seconds (14:51).

Department Event

- July 1st – Department Policy Review Committee Meeting
- July 2nd – Water Day at Grace Park
- July 14th – State of the City Meeting
- July 22nd – First Baptist Church gave appreciation presentation
- July 31st – Confined Space Training with Robertson Co. EMA

Fire Administration

- July 13th – Monthly Officer Meeting
- July 15th – State of the City Meeting
- July 21st – Robertson Co 911 Board Meeting
- July 30th – Meeting with MTAS for Lieutenant promotions
- Numerous Conference calls with Robertson and Sumner Counties regarding COVID-19

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	4
Rescue & Emergency Services	96
Hazardous Conditions (No Fire)	3
Service Calls	9
Good Intent Call	8
False Alarms & False Call	8
Calls for The Month	129
Total Responses FY to Date	129

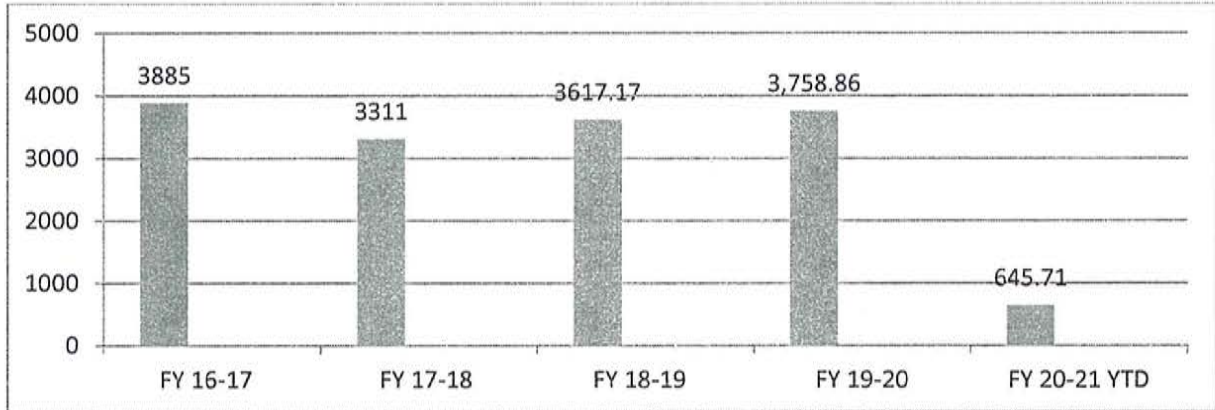
**Fire Department
July 2020**

Response by Station

	Month	FY to Date	%
Station #1 (City park)	90	90	69.77%
Station #2 (Business Park Dr)	39	39	30.23%

Fire Fighter Training

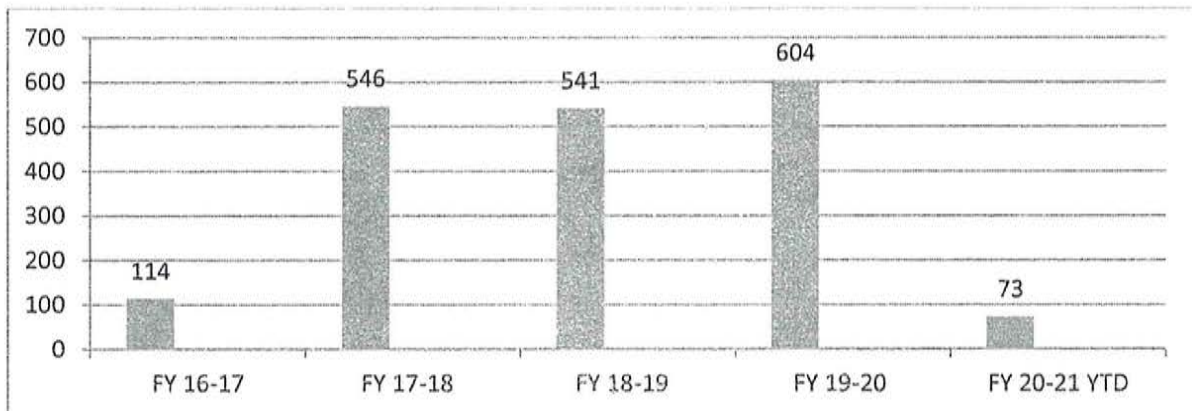
The Department goal is to complete the annual firefighter training of 228 hours for career firefighters. The total hours of 4104 hours of training per year is based on eighteen career firefighters.



	Month	YTD
Firefighter Training Hours	645.71	645.71

Fire Inspection

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

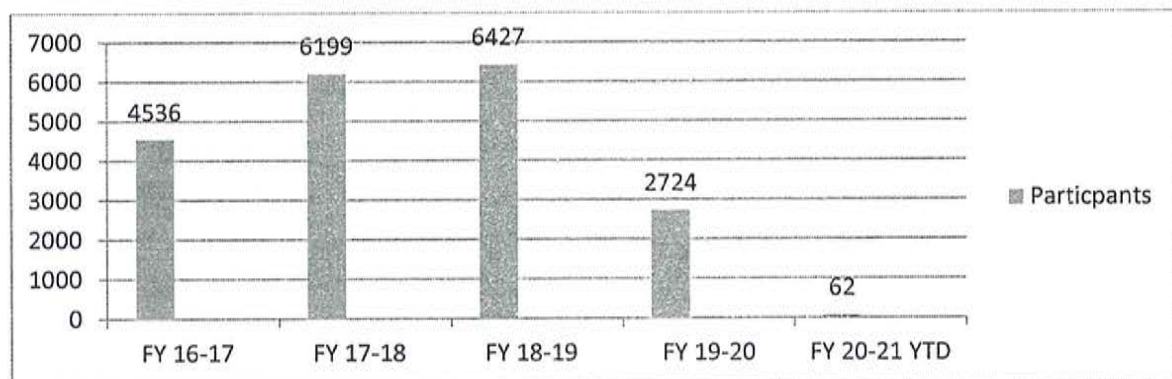


Fire Department
July 2020

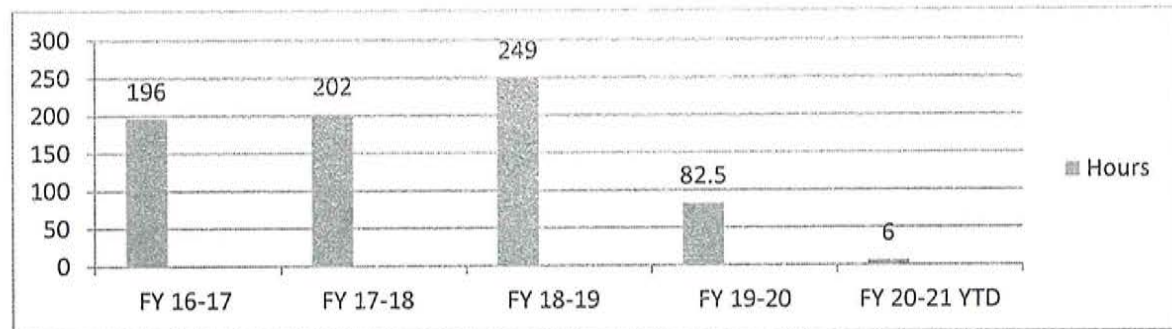
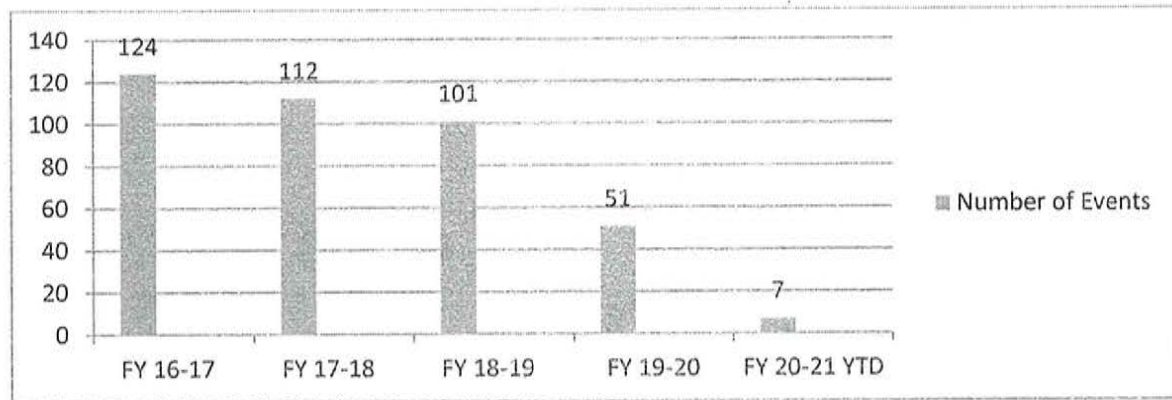
	Month	YTD
July Fire Inspection	73	73
Reinspection	13	13
Code Violation Complaint	1	1
Violations Cleared	22	22
Annual Inspection	16	16
Commercial Burn Pile	1	1
Knox Box	5	5
Fire Alarms	0	0
Measure Fire Hydrant	2	2
Plans Review	1	1
Pre-C/O	0	0
Pre-incident Survey	30	30
Sprinkler Final	0	0
Final/Occupancy	2	2

Public Fire Education

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



**Fire Department
July 2020**



	Month	YTD
Participants	62	62
Number of Events	7	7
Education Hrs.	6	6

Social Media Statistics

Page Views	156
Page Likes	21
Post Reach	4,299

Public Services Department
July 2020

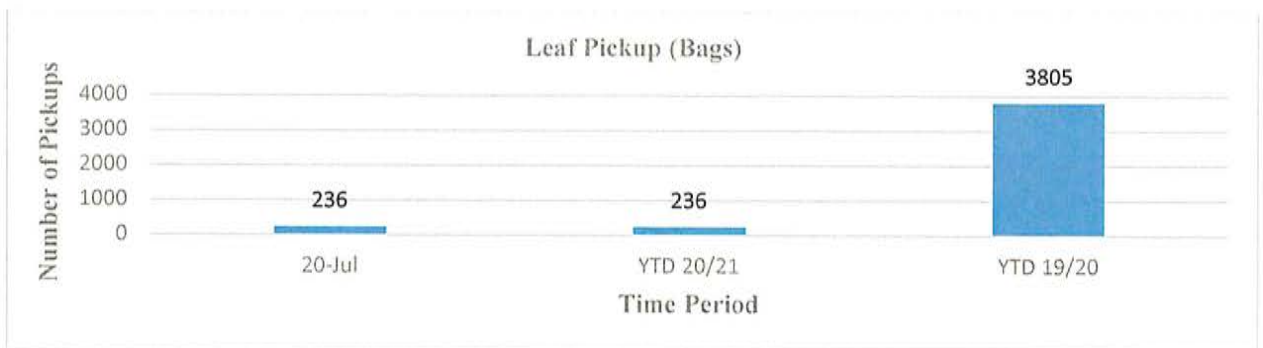
Brush Collection

The purpose of this chart is to gauge the progress of the route on a monthly basis and making certain it is staying on track. Also, with the rapid growth of the City it will be used to determine, in the coming years, whether another driver needs to be added to keep up on this route.



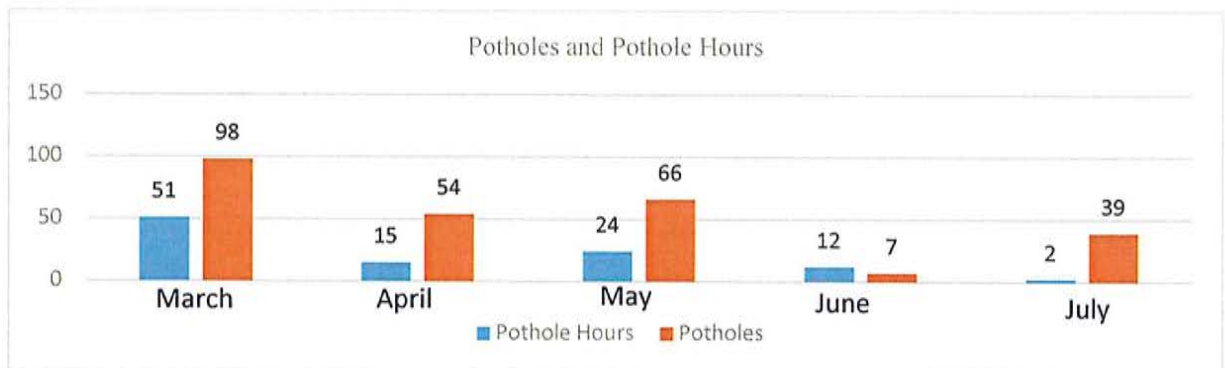
Leaf Pick-Up

The purpose of this graph is to represent the number of the leaf bags that are picked up per year at residents throughout White House, in order to track the cost of the bags that are currently being bought and distributed at no cost to the citizens.



Pothole Comparison

The purpose of this chart is to gauge the amount of time spent filling potholes and the number of potholes filled in that time frame. It can also be used to judge how we currently repair potholes and how we will fill them in the future when the milling head is being used to make repairs.



Public Services Department

July 2020

-NOTE: July pothole hours are exponentially higher than the potholes repaired, this is due to the large damaged areas that needed repaired on Calista Road. This reflects the amount of time that the Streets and Roads Crew spent on the job to repair these areas at a full depth backfill.

-Goals for this particular job task 50 potholes per month. When this chart is completed each month consideration will be given to the size of the potholes i.e. a larger patch will count as one pothole but an additional chart will be constructed when larger patches are more prevalent. The prevalence of these "patch repairs" will be evident when the milling machine is used for repairs.

-Also given consideration will be how many potholes are reported and how many the Streets and Roads Crew locates throughout the City to be repaired.

Public Works/Streets & Roads Division

Total Hours Worked	20-Mar	20-Apr	20-May	20-Jun	20-Jul	YTD 20/21
Street	869	910	788.5	620	824	824
Facility Maintenance	127	69	139	26	12	12
Fleet Maintenance	58	39	56	22	8	8
Meeting/Training	18	44	32	13	0	0
Leave	104.5	44	80	75	85	85
Holiday	0	0	50	0	40	40
Overtime	0.5	0	8.5	5	87	87
Administrative	145.5	150	125.5	137	21	21
Drainage Work (feet)	0	0	0	0	546	546
Drainage Man Hours	18.5	0	0	0	587	587.28
Debris Removed Load	0	0	0	0	0	0
Sweeping Man Hours	0	0	0	0	0	0
Mowing Hours	6	55	64	46	69	69
Curb Repair	0	0	0	23	0	0
Shoulder LF	0	0	0	0	0	0
Shoulder Hours	24	0	3	3	0	0
# of Potholes	51	15	24	12	2	2
Pothole Hours	98	54	66	7	39	39
R-O-W Hours	252.5	368	184	250	0	0
Sign/Repaired	2	5	6	5	1	1
Sign Work Hours	3	4	9	6	3	3
Salt Hours	0	0	0	0	0	0
Salt Tons	0	0	0	0	0	0
Decorative Street Light Hours	0	0	0	9	0	0
Traffic Lights	3	4	0	0	0	0

Sanitation Division

Total Hours Worked	20-Mar	20-Apr	20-May	20-Jun	20-Jul	YTD 20/21
Sanitation	374	346	320	359	368	368
Facility Maintenance	33	15	18	3	23	23
Fleet Maintenance	17	2	23	24	27	27
Meeting/Training	4	40	10	0	2	2
Leave	47	0	0	100	90	90
Holiday	0	0	20	0	20	20
Overtime	14	0	0	0	0	0
Administrative	29	0	11	0	3	3
Sweeping Man Hours	0	0	0	0	0	0
R-O-W Hours	3	0.5	1	6	3	3
Salt Hours	0	0	0	0	0	0
Salt Tons	0	0	0	0	0	0

Sanitation	20-Mar	20-Apr	20-May	20-Jun	20-Jul	YTD 20/21	YTD 19/20
Brush Collection Stops	414	800	642	653	649	649	6614
Brush Truck Loads	54	81	66	55	50	50	720
Leaves Pickup Bags	224	570	279	301	236	236	3805
Brush/Leaves Hours	120	156	130	129	136	136	1510
Litter Pickup Bags	54	52	41	37	26	26	545
Litter Pickup Hours	98	109	87	95	64	64	1096

Public Services Department
July 2020

July 2020						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 -Sidearm Mowing Citywide	2 -Guard Rail install at Hickerson	3	4
5	6 -Holiday	7 -Pleasant Grove Road Project	8 -Pleasant Grove Road Project	9 -Pleasant Grove Road Project	10	11
12 -Crew used backhoe to move downed tree on sidewalk on Apache Trail	13 -Cut up tree from on Apache Trail and had it removed. -Pleasant Grove Road Project	14 -Pleasant Grove Road Project	15 -Calista Road Repair	16 -Calista Road Repair	17	18
19	20 -Mowed ROW Citywide with Zero Turn Mower/Weed eater	21 -Pleasant Grove Road Project	22 -Pleasant Grove Road Project	23 -Removed trees and limbs from various locations in the ROW throughout the City.	24	25
26	27 -Side arm mow Union Road -Pleasant Grove Road Project	28 -Repaired asphalt drive after W/W did septic to sewer conversion -Pleasant Grove Road Project	29 -Pleasant Grove Road Project	30 -Side arm mow City wide.	31	

**Public Services Department
Stormwater Division
July 2020**

Objective: To implement, design, construct and maintain a safe, sustainable, economical and environmentally sound stormwater management system that reduces the potential of flooding, protects natural drainage features, and preserves and enhances desirable water quality conditions.

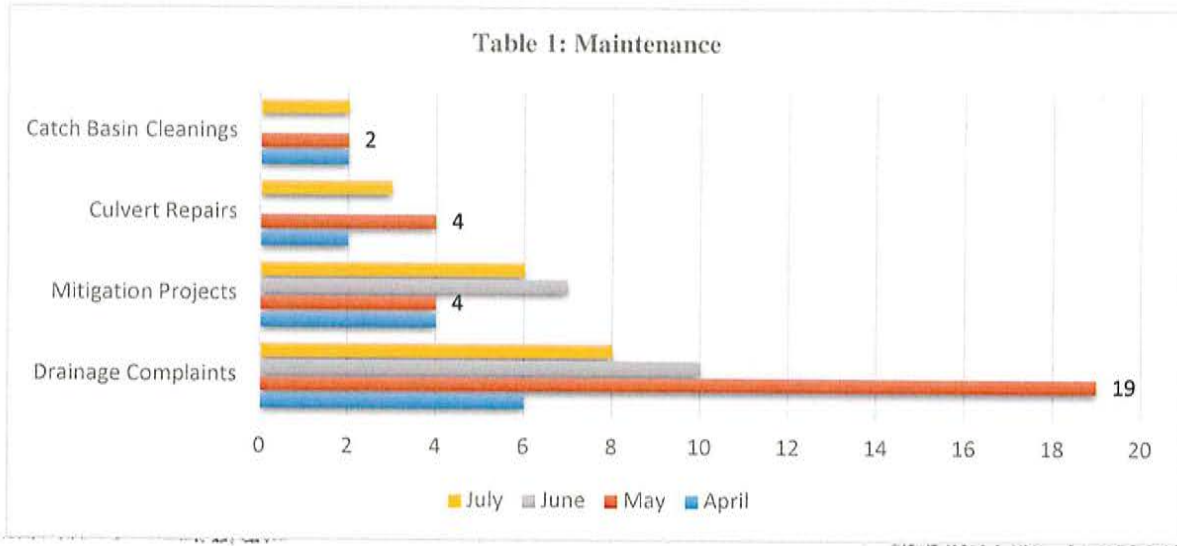


Table 1: Adequate stormwater management can result in a reduction in flooding, property damage, excessive soil erosion, degraded open space, and unacceptable water quality in potable water supply reservoirs. The goal is to maintain the existing drainage infrastructure and provide sufficient infrastructure capacity to meet the future needs of the City through culvert replacements, ditch rehabilitations, catch basin cleanings, dry basin mowing, and stormwater mitigation projects.

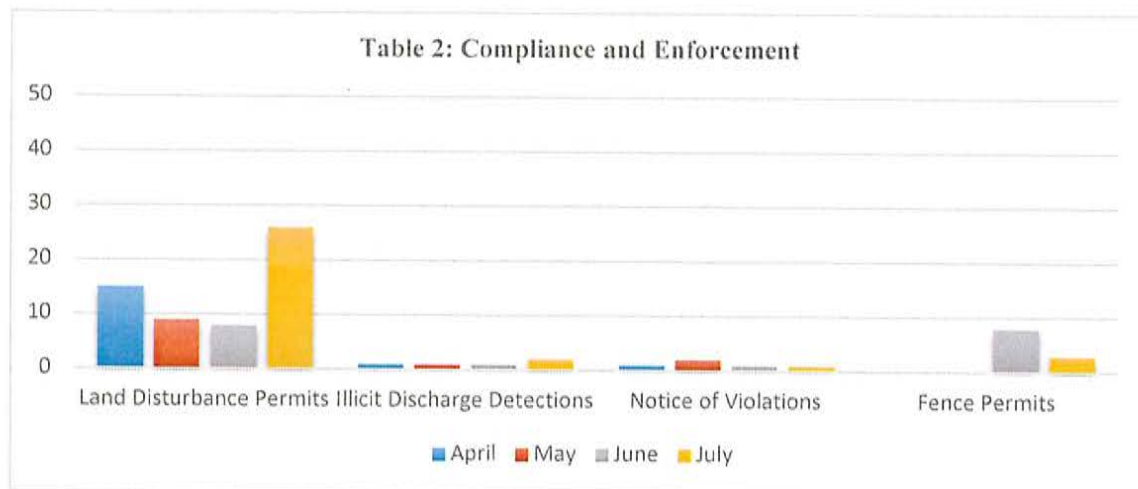


Table 2: Our goal is to ensure compliance with all applicable federal and local water quality regulations related to stormwater runoff, including and in particular, new development construction permits and the detection and elimination of illicit discharges. The City employs a series of enforcement actions to deter and/or address stormwater violations from residential, commercial and/or industrial facilities.

Stormwater Division

Total Hours Worked	FY 15/16	FY 19/20	31-Jul	YTD 20/21
Stormwater	5,744	7,204	800	0
Overtime	508.5	262	77	77
Facility Maintenance	3,494	638	4	4
Fleet Maintenance	1,034	314	18	18
Administrative	385	1,138	190	190
Drainage Work (feet)	0	3,988	306	306
Drainage Man Hours	0	1,371	404	404
Debris Removed Load	0	188	46	46
Sweeping Man Hours	0	309	0	0
Mowing Hours	0	102	0	0
R-O-W Hours	0	1,506	38	38

**Public Services Department
Stormwater Division
July 2020**

Wednesday, July 1st

- Assisted with ROW mowing
- Repaired driveway along Valley View
- Applied seed and straw to Calista
- Reviewed Cambria Drainage calculations

Thursday, July 2nd

- Administration Day: requested frame and grate quotes from vendors
- Distributed noise ordinance to developers
- Facility & Fleet Maintenance

Monday, July 6th

- HOLIDAY

Tuesday, July 7th – Thursday, July 9th

- Pleasant Grove Road Drainage Project: installed junction box at the intersection of HWY76

Monday, July 13th – Wednesday, July 15th

- Pleasant Grove Rd Project: hydro excavated under communication/fiber lines; installed 8' of 18" RCP and backfilled
- Bond Reduction Inspection @ The Parks
- State of the City Address
- Summerlin Ph 7 inspection (stormwater)

Thursday, July 16th

- Calista:
 - Imported 20 loads of class A stone and pug mill mix for roadway repair
 - Installed 54' of 8' HDPE for road support
- Pinson Lane PUDE (Square 1 Construction)

Friday, July 17th

- Work Orders:
 - 125 Villages Ct. – removed trees and debris from obstruction creek

Monday, July 20th

- Stormwater Maintenance
 - Fleet maintenance on Truck #1330
 - Driveway repairs for 324 & 404 Wilkinson Lane, 725 McCurdy Rd
- Checked hot spots (no ID's)
- Land Disturbance permit requests completed
- Certificate of Occupancy requests completed

Tuesday, July 21st

- Pleasant Grove Rd (CIP)
 - Exposed (excavated) water line

Wednesday, July 22nd – Friday, July 24th

- Admin Day:
 - Inventory Management (count)
 - Job summaries & work orders
- Improvement Projects:
 - Excavated 8" of clearance per WHUD
 - installed structure 3
 - Applied temporary stabilization
- Finance:
 - Addressed outstanding PO's and updated purchasing ledgers

Monday, July 27th

- Hydro-excavation of concrete conveyance at 1026 Picadilly Dr (TPM)
- Pleasant Grove Rd (CIP)
 - Installed 18' of RCP and catch basin structures
- Land Disturbance permit requests inspections
- CO's inspected and approved

Tuesday, July 28th

- Pleasant Grove Rd (CIP)
 - Installed 11' of 18" RCP between basins

Wednesday, July 29th – Thursday, July 30th

- Pleasant Grove Rd (CIP) -
 - excavated 88 LF (07/28) AND 158 ON (07/29) Installed structure 4 backfill on (07/30)

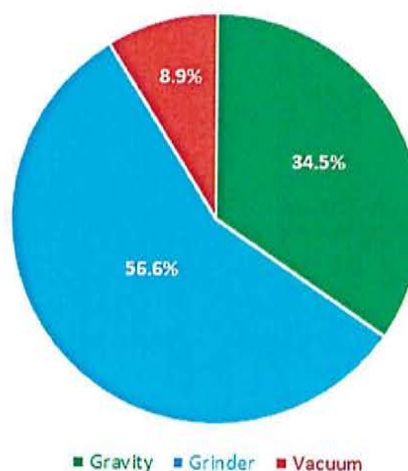
Public Services Department - Wastewater Division
July 2020

Collections System Activities:

The City of White House operates a dynamic and unique sanitary sewer system consisting of gravity services, low-pressure grinder services, and vacuum services. As of July 31st, 2020, City personnel count a total of 5,245 sewer system connections. Totalized counts of each type of connection are provided below:

Gravity Sewer Connections	1,812
Low-Pressure Grinder Sewer Connections	2,968
Vacuum Connections	465

Sewer Service Types



The City counts 108 commercial grinder stations, 2,860 residential grinder stations, and 19 major lift stations integrated into our system.

811 Utility Locate Service:

Tennessee 811 is the underground utility notification center for Tennessee and is not a goal driven task: This is a service to provide utility locations to residents or commercial contractors. The 811 call system is designed to mitigate the damage to underground utilities, which each year public and private utilities spend millions of dollars in repair costs. TN 811 receives information from callers who are digging, processes it using a sophisticated software mapping system, and notifies underground utility operators that may have utilities in the area. The owners of the utilities then send personnel to locate and mark their utilities.

Line Marking	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	July 2020	YTD
Tennessee 811	1,691	1,670	1849	2315	2680	170	170

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.

Public Services Department - Wastewater Division
July 2020

<u>Lift Station Location</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>		<u>July 2020</u>	<u>YTD</u>
North Palmers Chapel	35	22	23	8	3		0	0
Calista Road	24	55	13	4	2		0	0
Wilkinson Lane	0	8	4	1	3		0	0
Portland Road	1	1	4	1	0		0	0
Cope's Crossing	4	17	15	7	8		2	2
Union Road	91	8	17	6	6		2	2
Meadowlark Drive	1	11	6	4	2		0	0
Highway 76 (Springfield)	0	1	0	1	1		0	0
Cambria Drive	1	0	0	1	4		0	0
Sage Road (Hester)	0	7	2	0	1		0	0
Kensington Green	n/a	n/a	n/a	n/a	1		0	0
Grove at Kendall	n/a	n/a	n/a	n/a	n/a		n/a	n/a
Settler's Ridge	0	0	1	1	1		0	0
Summerlin	0	0	0	2	5		0	0
Heritage High School	0	22	0	2	1		0	0
Loves Truck Stop	n/a	n/a	n/a	n/a	0		0	0
Concord Springs	n/a	n/a	n/a	n/a	0		0	0
Parks Temporary	n/a	n/a	n/a	n/a	0		0	0
Treatment Plant	0	1	6	4	6		2	2

Alarms – Two (2) alarms occurred at both Copes Crossing and Union Road stations due to power failures. Root cause was determined to be with CEMC, not with City property. Two (2) additional alarms occurred at the WWTP due to loss of power when the backup generator failed to engage during two separate power outages. The backup generator has since been repaired.

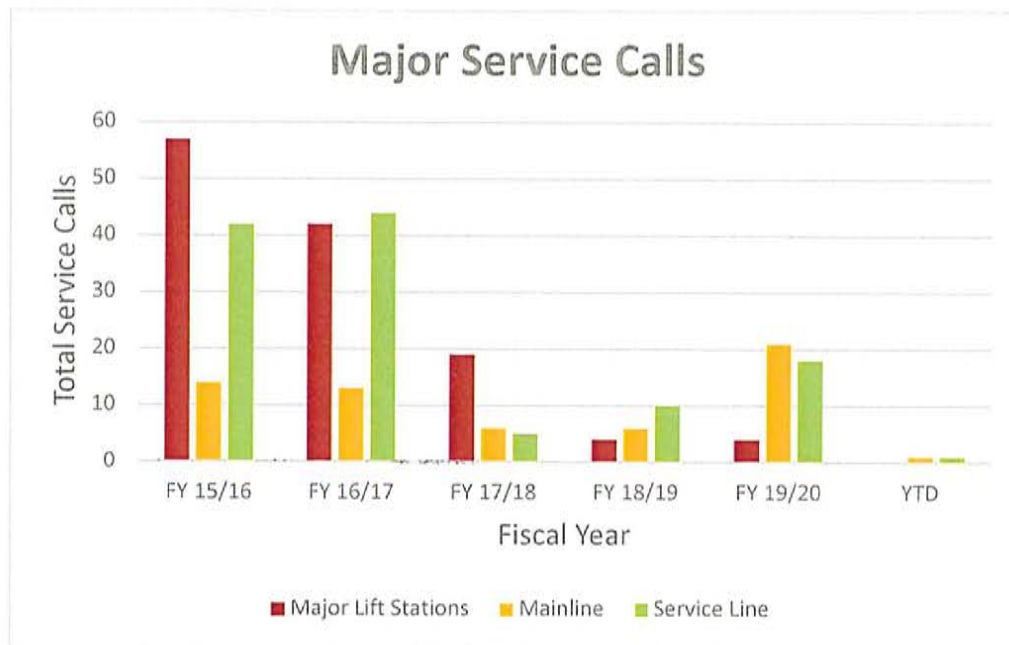
System Repair Goals:

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 three (3) 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.

**Public Services Department - Wastewater Division
July 2020**

<u>Repairs</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>		<u>July 2020</u>	<u>YTD</u>
Major Lift Stations	57	42	19	4	4		0	0
Mainline	14	13	6	6	21		1	1
Service Line	42	44	5	10	18		1	1

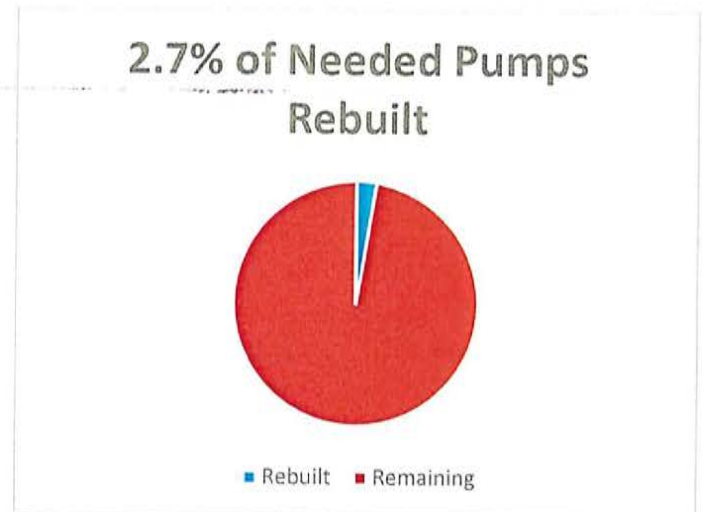


- Settler's Ridge** – In August 2017, just days before Tropical Storm Harvey arrived in White House, a contractor ran over the pump station with a lull. The damage was evaluated the week after Harvey had passed. The tank, rails, and lid were all damaged beyond repair and therefore are on order for replacement. This is a pump station not yet taken over by the City. It shall be repaired and fenced for the City to take it over. **Tank has been delivered to the developer. The corrective action requirements for this station is for the developer and/or contractor to hire a company to patch the damage and supply the City with the replacement tank and a 2-year warranty on the repair, which has not yet been completed.**
- Concord Springs** – The only remaining issue with the lift station is to have the developer clean the inside of the station and remove mud, trash and other debris prior to final acceptance. Operationally, the station punch list has been completed and the station is working correctly. **The Concord Springs Lift Station was conditionally accepted by the City on 07-24-2020, with the agreement that the Contractor/Developer would complete installation of the privacy slats in the station fence, as well make satisfactory repairs to the station's access road by or before January 24th, 2021.**
- The Parks** – The "temporary" lift station at the Parks subdivision was also started successfully. This station will allow for about 160 homes to be built while waiting on Gorman & Rupp to deliver the permanent station. **The updated delivery date on the permanent station is early September.**
- HWY 76 Force Main Relocation Project** – This project along with the extra 200' of 6" force main along Industrial Drive has been closed out.
- Wilkinson Lane Station** – One of the submersible pumps at the Wilkinson Lane station failed in May of 2020. A replacement pump was ordered immediately but placed on backorder. The City also intends to have the old pump rebuilt to serve as a backup in case of additional failures at Wilkinson Lane or Copes Crossing stations. **The pump has been delivered, but Wascon must custom-fabricated several parts to complete installation.**

Public Services Department - Wastewater Division
July 2020

6. **Autozone Plaza Line Break** – On July 10th a 3” force-main was struck by contractor Building and Grounds Solutions LLC while attempting to spot-dig to visually locate their service tie-in point for the Fast Pace Clinic and Autozone buildings. Contractor did not place an 811 call prior to digging, and did not follow proper procedures for weekend excavation activities as discussed in the pre-con meeting. Contractor struck line approximately 15 ft from end of line cleanout easily visible at surface, had they searched for it. **They were fined \$1,065.48 per City ordinance to recoup immediate costs of repairs, and paid the fine in early August.**
7. **Sewer Model Update** – The Sewer Model Update being conducted by Jacobs Engineering remains underway. A preliminary model has been built, but did not reflect the actual issues observed in the field. In response, the City ordered pressure data loggers to install in the force-mains to monitor in real-time the pressures experienced on the lines under all operating conditions of the lift stations. The primary concern remains the 12” Southern Force-Main, which runs from Copes Crossing station to the WWTP facility and is the ultimate conveyance point for Union Road station, Summerlin station, Settlers Ridge station, Copes Crossing station, Cambria station, Kensington Green station, Meadowlark station, Sage/Hester station, and over 100 individual grinders. **The gauges have been installed and the City has begun to collect preliminary data collection. Once data collection under multiple scenarios is complete (currently awaiting a lengthy city-wide rain event), Jacobs should be able to complete their model update. Once complete, the City will be able to move forward with the Master Plan Update to address issues recognized during this process.**
8. **Septic to Sewer Conversions** – The City continues to make progress on septic to sewer conversions. Two (2) conversions on Calista Rd have been completed in 2020, with two (2) more remaining in que. Four (4) conversions on Tyree Springs Road will follow. **Wastewater personnel intend to solicit bids for the remaining conversions not in que, and must reevaluate remaining properties to determine what meets state criteria.**

The capital outlay budget was designed for a total purchase of 275 new E-One grinder pumps for the 2020/2021 Fiscal Year. However, the City estimates that a minimum of 425 pumps will be needed to meet all the service call requests for the year. To supplement the amount of pumps on-hand, the department will focus on steady rebuilding throughout the year. The goal is to rebuild 3 pumps per week, on average, for a total of 150 extra pumps throughout the year.



**Public Services Department - Wastewater Division
July 2020**

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>Work Orders</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>		<u>July 2020</u>	<u>YTD</u>
Vacuum System Service Request	87	172	143	112	82		6	6
Gravity Service Request	5	12	0	10	13		1	1
Low Pressure Service Request	530	716	621	728	770		55	55
Total Pumps Replaced	313	338	401	361	449		34	34
Total Pumps Rebuilt	n/a	n/a	n/a	n/a	n/a		4	4
Grinder Tank PM Program	n/a	58	63	358	267		25	25
Inspection for New Service	36	23	54	103	226		33	33
Final Inspection for New Service	37	55	56	62	110		8	8
Sanitary Sewer Overflow (SSO)	6	9	1	3	49		1	1
Odor Complaints	16	17	28	43	43		2	2

<u>Parameter</u>	<u>Apr - 20</u>	<u>May - 20</u>	<u>June - 20</u>	<u>July - 20</u>	
Flow – To Creek	0.618 MGD	0.657 MGD	0.498 MGD	0.503 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0.00 MDG	0.00 MGD	0.096 MGD	0.153 MGD	
Total Flow Through Plant	0.618 MGD	0.657 MGD	0.594 MGD	0.656 MGD	
Capacity	1.4 MGD	1.4 MGD	1.4 MGD	1.4 MGD	
% of Plant Throughput	44.1%	46.9%	35.6%	35.9%	(0.657 MGD) / (1.40 MGD)
Actual Capacity	1.12 MGD	1.12 MGD	1.12 MGD	1.12 MGD	(1.4 MGD x 80%)
% of Allocated Capacity	55.2%	58.7%	44.5%	44.9%	(0.657 MGD) / (1.12 MGD)
Rainfall	5.18"	4.71"	6.11"	6.04"	

<u>Effluent</u>	<u>FY 14/15</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>		<u>July - 20</u>	<u>YTD</u>
Violations	1	7	7	13	7	12		1	1

Public Services Department - Wastewater Division
July 2020

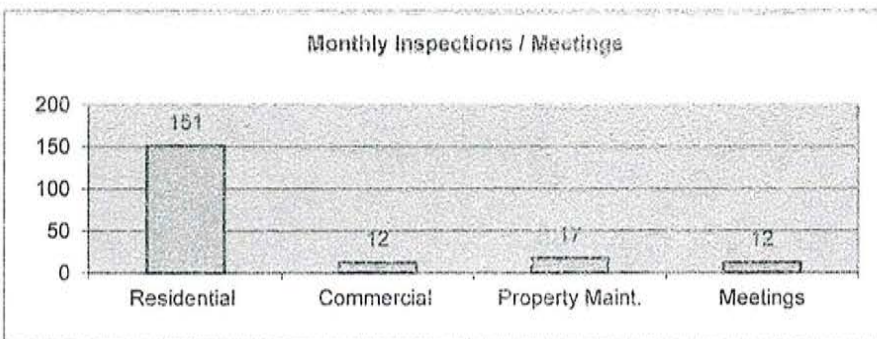
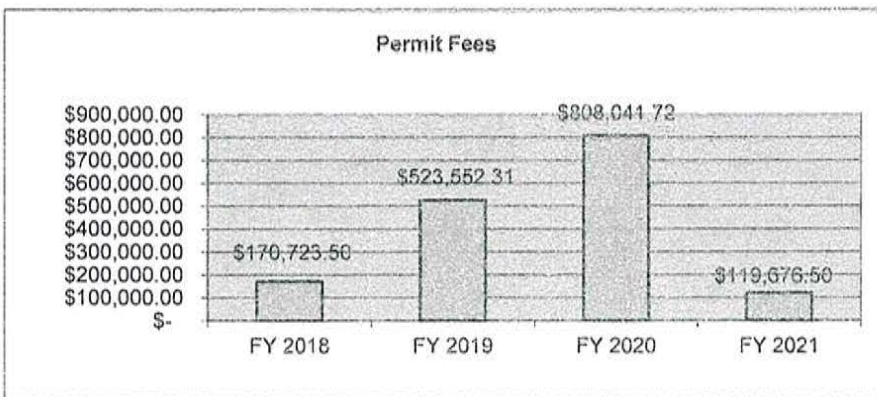
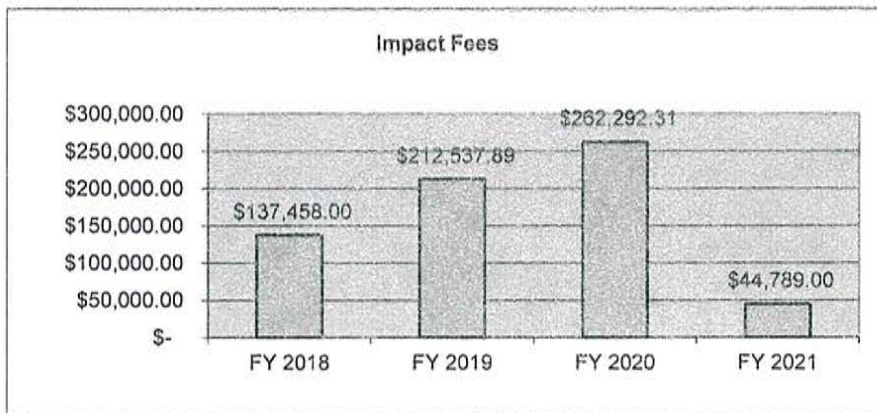
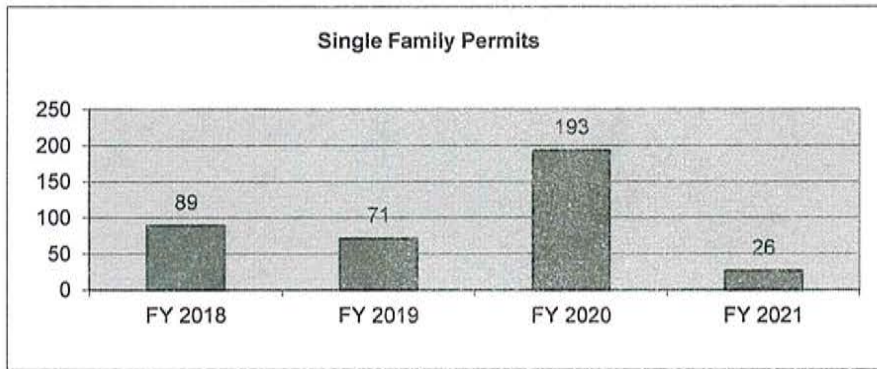
1. **Violations:** One violation for Total Phosphorus Rolling Average in pounds per year. This will continue until the new plant is operational. Violations may continue for several months after completion of construction until the annual rolling average can be reduced below the violation limits by the new facility.
2. **TDEC Order and Assessment:** On July 15th TDEC issued the City of White House an Order and Assessment notice in the amount of \$63,040 for a total of 29 violations that occurred between March 2018 and February 2020 (the only unresolved violation being the rolling total phosphorous average). An initial payment in the amount of \$12,608 was required within 30 days, with other penalties only being applicable if the provisions of the order and assessment were not met. Two (2) provisions were of concern to City staff: The City must begin to initiate the implementation of the state-approved plans for the WWTP expansion within 90 days; and the City must remain within "significant compliance" of the facility's permit for a period of two (2) years following completion of construction of the new facility. City personnel spoke with TDEC officials on July 29th, and were able to confirm that the City is already compliant with the 90-day initiation period as a result of the progress made with the SRF Loan process for the facility, and received an extension of the "significant compliance" period to begin one (1) year after completion of construction, to allow for the influence of the old facility's treatment effectiveness on annual rolling averages to be completely phased out. An estimated approximate timeline of anticipated steps required to complete the SRF process and to move forward with plant bidding/construction has been provided below. **The City received written confirmation of this arrangement from TDEC on August 7th.**
 - City submitted Fiscal Sustainability Plan Certification Letter to TLDA (05-06-2020).
 - Financial Sufficiency Review completed for SRF Loan to fund WWTP expansion project (05-26-2020).
 - City advertises for SRF Loan Public Meeting (begins 08-03-2020).
 - **City hosts SRF Loan Public Meeting (scheduled for 08-19-2020).**
 - City to complete SRF Loan Application (currently in progress).
 - City submits minutes of SRF Loan Public Meeting to TLDA for approval following Public Meeting.
 - TLDA releases Finding of No Significant Impact (FNSI) to City (anticipated late-August).
 - City advertises FNSI for 30-day Public Comment Period (anticipated completion late-September).
 - City triggered to begin 2-week period to address FNSI Public Comments (anticipated late-September).
 - TLDA triggered to approve the Facilities Plan (anticipated mid-October).
 - TLDA meets (date undisclosed) to approve SRF Loan Application (anticipated November or December).
 - City submits Performance Standards Summary to TDEC for final approval (anticipated mid-December).
 - TDEC provides final approval of Performance Standards Summary (anticipated early-January).
 - City begins 6-week advertisement period for Construction Bids for WWTP (anticipated early-January).
 - City submits completed Fiscal Sustainability Plan to TDEC (anticipated mid-January).
 - City begins review process for Construction Bids for WWTP (anticipated mid-February).
 - City selects winning bid following review process (anticipated late-February).
 - City begins advertisement of winning bid for City Board Meeting agenda (anticipated late-February).
 - City Board of Mayor and Aldermen vote to approve winning bid (anticipated late-March).
 - City submits winning bid to TLDA for approval (anticipated late-March).
 - TLDA approves winning bid (anticipated mid-April).
 - City notifies bid winner, contract executed (anticipated late-April).
 - City issues Notice To Proceed (anticipated late-April to early-May).
3. **H2S & Ferric Sulfate:** Staff continues to monitor the carbonaceous biochemical oxygen demand (CBOD) and the total suspended solids (TSS) which will indicate any settling effects of Ferric sulfate we are feeding at the Tyree Springs Manhole and Union Road stations. **The feed rate is 25 gallons per day at the Union Road lift station and 25 gallons per day at the Old Tyree lift station.**
4. **Inspector:** The Wastewater department has been authorized to add a second inspector position. **Interviews were conducted and an offer extended to a candidate in early August.**
5. **Peracetic Acid:** TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly.

The PAA feed rate is operating at a constant 3.50 parts per million (ppm). The average residual was 0.19 PPM with a max residual of 0.27 PPM. ***Last month the feed rate was 2.50 ppm.***

Our TDEC permit states in part that, "The concentration of the E. Coli group after disinfection shall not exceed 126 CFU's (colony forming units) per 100 ml." Additionally, our ***daily maximum*** concentration limit is 941/1000ml.

Our E Coli testing for the month was an average of 12.5 CFU's which is well below the limit. ***Last month the average was 21.3.***

**Planning and Codes Department
JULY 2020**



**Planning and Codes Department
JULY 2020**

	Month	FY2021	FY2020	FY2019	FY2018
MEETING AGENDA ITEMS#					
Planning Commission	9	9	69	66	69
Construction Appeals	0	0	0	0	1
Zoning Appeals	3	3	5	6	7
Tech. Review/Study Session	0	0	2	0	1
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	26	26	193	71	89
Multi-Family Residential	0	0	0	13	5
Other Residential	8	8	91	93	238
New Commercial	1	1	6	3	3
New Industrial	0	0	0	1	0
Other Com/Ind	1	1	23	33	31
Sign	0	0	14	25	24
Occupancy Permits	0	0	14	25	24
Commercial Certificate of Occupancy-					
Other	0	0	12	3	14
BUILDING INSPECTIONS					
Residential	151	151	2858	2411	1112
Hours	56.5	56.5	699.58	414.98	383.59
Commercial /Industrial	12	12	110	179	165
Hours	6.75	6.75	45.92	179	165
CODE ENFORCEMENT					
Total Cases	17	17	330	179	165
Hours	5.5	5.5	70.24	86.75	75.17
Complaints Received	10	10	116	98	132
MEETINGS					
Administration	5	5	58	68	51
Hours	6.75	6.75	38.26	103.67	101
Planning	7	7	76	135	73
Hours	8.75	8.75	96.58	155.5	86.82
Codes	0	0	28	35	27
Hours	0	0	37.85	40.16	18.67
FEES					
Permit Fees	\$119,676.50	\$ 119,676.50	\$ 808,041.72	\$ 523,552.31	\$170,723.50
Board Review Fees	\$575.00	\$ 575.00	\$ 11,000.00	\$ 3,750.00	\$4,683.00
City Impact Fee	\$44,789.00	\$ 44,789.00	\$ 262,292.31	\$ 212,537.89	\$137,458.00
Roads	\$17,765.00	\$ 17,765.00	\$ 77,860.90	\$ 98,885.80	\$112,424.58
Parks	\$10,296.00	\$ 10,296.00	\$ 74,646.00	\$ 23,140.00	\$ 10,163.90
Police	\$10,079.00	\$ 10,079.00	\$ 59,096.30	\$ 11,704.30	\$ 8,971.20
Fire	\$6,649.00	\$ 6,649.00	\$ 36,749.61	\$ 23,344.29	\$ 5,963.72
OTHER ITEMS					
Subdivision Lots	0	0	0	235	51
Commercial/Ind. Sq Ft	0	0	15,216	214,206	27,006
Multi-Family Units	0	375		0	144
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 14	\$ 3,374,092.67	\$3,374,092.67	\$1,633,984.00	\$922,141.63	\$573,840.00
Builders Bonds	0.00	\$ -	\$ 18,000.00	\$ 69,366.43	\$45,366.43
Workings Days in Month	17	17	17	16	15

Parks, Recreation, & Cultural Arts Department
July 2020

Summary of Month's Activities

We continued our new normal of dealing with the virus while trying to have some recreation back in our lives this month. We continued to push forward with some sports continuing their seasons and we offered a couple programs as well. Currently, soccer and football continue to be deemed contact sports and they are not allowed to have games or do contact drills but they can practice in a non-contact fashion.

The Splash Pad opened this month and saw a pretty steady flow of visitors albeit not quite as much as years past it seems. We decided to shorten the operating hours by one hour this season in order to allow for the workers at night more time to focus on disinfecting the restrooms and high touch areas. We also decided to designate Tuesday's as a maintenance day for the Splash Pad, which allows us to do a more thorough cleaning of the features and high touch areas on the pad itself, as well as clean the filters and replenish the water in the holding tank. This is our best attempt at mitigating the risk of the spread of the virus and so far, we haven't had anyone claiming they contracted the virus from our facility or any complaints about it. We do have an issue with the operation of the Splash Pad itself. As it seems that there is a small leak in the holding tank. Attempts have been made to specify the area but so far we haven't been able to locate the specific source yet. We do have an option of having a company come out and locate and fix it but it is quite expensive, so we are trying to do what we can ourselves first before going down that route. So far the only problem this leak has caused is it has forced us to shut off a couple of features on the pad in order for the water level to keep up throughout the day.

We still have a few projects going on as well in our parks system. They are listed below:

The Museum/Visitor Center renovation continued this month. So far they have constructed the new addition to the building and started replacing the siding with hardie board. They don't lack too much more hardie board before they are finished with that and then they will have to paint it and replace the spindles and everything on the porch and do some electrical work and that should finish it. This is expected to take the full 100 days that they were given to complete the project, so it will likely be done sometime in September.

As far as the maintenance building goes, electrical work continued this month and is nearly complete and the HVAC was completed. We were also able to get the parking lot lines painted in and it looks fantastic. We also completed the sheet rock and drywall work for the restrooms and office, so now all that's left is the plumber has to install the fixtures in the restrooms and some minor items to be installed in the office area for it to be completed. That is something that will be kind of picked at throughout the rest of the year as we have gotten the shop to the point where we are no longer holding any other company up to finish out their work. We are also still waiting on the second garage door. It should be installed toward the beginning of next month. Here are some pictures of the work done so this past month:



Parks, Recreation, & Cultural Arts Department
July 2020



Lastly, we finally shifted back to working on the Dog Park towards the end of this month. We started doing the concrete forms for the rinse stations and tubes, so by the beginning of next month we should be ready to pour the concrete for those items. Once that is done we will transition to installing the agility items we received. We still have not received the shade structure but we do have a ship date now of September 18th, so maybe we can install it a little later in the year when we have time to focus on a big project like that. So, things are moving a little better now with the dog park since we have moved past the required work we had to do for the maintenance building.

Now that we are in a new budget year, we have a few new projects to start reporting on. First up is the Soccer Complex renovation. CSR Engineering has submitted pricing for the design work on this project and it will go to the board next month for approval. The current plan is to try and get a brand new soccer field for the complex and have it lit. We would also like to include adding lighting to the remaining fields that aren't completely lit yet (Field 1, 3 and 4) and possibly change them to LED, if the money is there. But the main goal is to get a new field with lighting. We will worry about the other items if we have the money to be able to do it.

It is also worth noting that a Girl Scout is currently constructing a new pavilion for the Soccer Complex which is located on the McCurdy Rd. side of the complex and is right next to the sidewalk before you get to the restrooms. This will be a welcome addition to the complex as it hardly has any shade for most of the day over there. Here is a picture of the progress so far:



Parks, Recreation, & Cultural Arts Department
July 2020

Other CIP projects this include: paving the Greenway, buying a new Skid Loader, and a new Columbarium for the Cemetery.

Lastly, the City was able to purchase a piece of land for a future park this month. This particular piece of land was probably the favorite piece that the Leisure Service Board identified when looking for potential properties for a new park; so needless to say, we are very excited as a department to have this for future park use. It will serve the city well for many years to come.

Recreation

July 4th Independence Day 5K

We held our annual July 4th Independence Day 5K again this year. This was our 20th year of the event and we had a total of 45 participants this year. We were able to still make a slight profit this year by reducing the number of medals given out and not putting dates on the medals to reuse the ones we didn't give out for next year's event. White House High School had several athletes participate with them being the top three finishers of the event. With the reduction in awards we were able to streamline the event yet still provide adequate fun with drinks and freeze pops for all of our participants. This event couldn't have been made possible without the help of our entire parks department staff and the assistance of our fire department providing two staff members to help with our event.

Volleyball

We currently have 41 players signed up for Fall Girls' Volleyball with a few more signing up late. We will have three teams in the 3rd – 5th Grade age bracket and three teams in the 6th – 8th Grade age bracket. We are working on putting a plan in place for guidelines on how to operate this season with COVID-19 and have protocols in place.

Practices will begin August 13th and games will begin September 12th.

Softball

Two teams have signed up for our Fall Adult Softball League with the deadline ending August 16th. Games will be on Tuesdays and Thursday and no restrictions on team personnel makeup.

Gym

The gymnasium is currently open from 7am-10am for walkers to come inside and enjoy the gym once again.

Baseball/Softball

We will not be having a Fall League this year for baseball/softball. Instead we will be offering five-day camps starting in September. Camps will be from 5-7PM Monday through Friday and will be working with coaches from local schools and organizations. Signups will begin in August.

Parks, Recreation, & Cultural Arts Department
July 2020

Park Maintenance

We have still been dealing with the affects from Covid. We have also lost one employee over the course of the last month. We have had to focus mainly on mowing, prepping baseball fields, and our two big projects: the new shop and the Dog Park.

- Continued framing up the new shop as well as building the staircase
- Repaired a broken section of fence railing along the bridge, next to the high school, along the Greenway (a UTV ran through the fence).
 - Had to repair a busted footer under the bridge as well.
- Took part in the setup and teardown of the 5K
- Got all the drywall roughed in for the new shop.
 - We will go back and get it mudded after electricians, plumber, and AC people are done with their installation
- Began work again on the Dog Park
 - Setting up forms for pouring concrete for rinse stations and for the concrete slabs that go through the big and little tubes.
- Dug, poured, and mended several graves at the cemetery.

Museum

Volunteers

Volunteer, Terry Palmer, has been helping with improving displays on Mondays for the month of July for a total of 10.5 volunteer hours.

Exhibits

The 19th Amendment/Women's Suffrage display is up in part. The museum received the Rightfully Yours display on Women's Suffrage from the National Archives shown below. There will be an additional display to accompany this one from the Tennessee State Museum with shipment dates between 8/5-8/12.



Tours at Museum

A few walk-through tours have been provided in the month of July.

Parks, Recreation, & Cultural Arts Department
July 2020

Social Media

Five episodes of White House History Wednesday were posted on City's Facebook page in July.



Episode 14 Women in Business in White House received 1.5K Views and 15 Shares



Episode 15 Shotgun received 660 Views and 4 Shares



Episode 16 Mason and Hamlin Organ received 448 View and 3 Shares



Episode 17 Wood Burning Cook Stove received 767 Views and 3 Shares



Episode 18 Sad Iron received 603 Views and 3 Shares

Parks, Recreation, & Cultural Arts Department
July 2020

Donations Received

Fire Tongs and Wash Tub from Terry Palmer.

Received from Connie Dugan

- 3 Maps of White House
- Community Guide
- 1996 Newspaper Article
- Welcome to White House animated map

Documentation of Current Events

Newspaper clippings and date information are being kept of all that occurring at this time in 2020 for Covid 19 and protests.

Visitors' Center and Museum Attendance

Visitors' Center	Visitors Who Also Toured Museum	Museum	Total Museum Visitors	Off Site Presentations Attendees
1	9	0	10	0

Seniors

The Senior Center continued to be shut down this month. This will probably continue to be the case for most of the summer. We are not sure when the Senior Center will re-open at this point.

White House Public Library
July 2020

Summary of Activities

The library board met in July. They voted to update the technology plan, long-range plan and on a new salvage plan. The group also reviewed last year's long-range plan, the library's progress on the state standards, the budget, and Summer Reading.

The library director met with two different awning companies to get quotes for the new outdoor reading space. There are three different awning option types that will be reviewed before one is picked. The library director also started to research outdoor patio furniture for the new reading space. Once those are completed, she will begin getting quotes for a new sign and having electrical run to that area.

The library director attended a regional director roundtable meeting online. At this meeting, the region talked about how they will do training this year, changes to our regional monthly reports, and how we are handling being open to the public and programs with COVID.

The library director and staff attended the city administrator's state of city address to learn about things the city plans on doing, changes to the personnel manual, etc.

The library director and Catalog librarian both did a zoom presentation for the Sumner County Librarians professional development day on Thursday, July 30. The catalog librarian did a workshop on how to download ebooks on Libby while the library director did a presentation on different resources and services that are offered at the White House Public Library. Both presentations went great and were well received.

The library's Summer Reading program concluded in July. The library offered 2 live programs outside: a petting zoo and a magician. There were 113 individuals at the petting zoo and 75 at the magician show. The library had one virtual program for kids, Mr. Bond, which had a total of 186 views. There was also a digital escape room for teens with 186 views and 4 virtual I Spy pictures with a total of 1,238 views. The library is pleased with the numbers for our programs since the outside performers brought in just as large of crowd as when we held them inside. In addition, our patrons really seemed to enjoy the online activities we created/posted.

For the online reading challenge, our numbers were down compared to other years. This was due in large part to the COVID pandemic. The library was closed to the public until the summer reading program began. Because of social distancing requirements, the program had to be held exclusively on-line. This limited the length of time available to advertise and required prizes to be smaller with less variety. Although the library staff were excited about the on-line software, we feel that it needs to be used when we are fully operational to get an accurate gauge of patron interest. This will give us a better idea if we should continue to use the software or go back to the paper system.

Sign-Ups	2017	2018	2019	2020
Listeners	90	72	84	27
Readers	129	149	162	39
Teens	40	26	27	7
Adults	39	43	53	37
Total	298	290	326	110

Participated	2017	2018	2019	2020
Listeners	35	32	47	11
Readers	62	83	96	14
Teens	7	13	16	3
Adults	12	18	21	13

Department Highlights

The highlights for the month were the success with the virtual presentations for the school librarians, the large number of attendees for the outside summer reading program, and the participation with our online summer activities.

White House Public Library
July 2020
Performance Measures

Official Service Area Populations

2016	2017	2018	2019	2020
13,714	13,833	14,035	14,202	14,363

July Membership

Cumulative Members

Year	New Members	Updated Members	Total Members	% of Population with Membership
2016	87	311	11,311	83
2017	147	277	12,440	90
2018	126	289	7,650	55
2019	127	343	8,892	63
2020	48	270	6,728	47

The library has switched its system so that all new users register online. Patrons without Internet can use one of our computers at the library and receive help from staff should they need assistance.

Total Material Available: 36,381

Estimated Value of Total Materials: \$909,525

Last Month: \$912,375

Total Materials Available Per Capita: 2.53

Last Month: 2.54

State Minimum Standard: 2.00

Materials Added in July

2016	2017	2018	2019	2020
454	416	160	402	325

Yearly Material Added

2016	2017	2018	2019	2020
3,674	3,602	3,123	824	1,803

Physical Items Checked Out in July

2016	2017	2018	2019	2020
6,153	6,885	6,952	6,892	3,350

Cumulative Physical Items Check Out

2016	2017	2018	2019	2020
63,252	63,421	62,536	65,522	27,009

The checkouts for July were lower than previous years because not as many people are coming to the library due to COVID and cancelled programs.

July

Miscellaneous Items	2016	2017	2018	2019	2020
Technology Devices	11	64	89	31	25
Study Rooms	30	66	103	108	0
Lego Table	226	325	180	198	0
Games and Puzzles	51	58	80	71	24
Seeds	3	15	36	30	22
Test Proctoring	0	4	23	13	11
Charging Station	0	12	9	14	0
STEAM Packs	*	*	*	24	0
Cake Pans	*	*	*	2	0
Notary Services	*	*	*	*	3

Quarantine Counts

Lobby Pickups	70
Reference Questions	17

Yearly Totals

2016	2017	2018	2019	2020
299	585	644	137	172
821	828	1,082	253	178
2,094	2,643	1,891	553	459
510	528	743	222	403
82	1,197	586	112	250
9	56	152	27	56
26	86	90	19	16
*	*	148	61	25
*	*	6	1	4
*	*	*	16	41

We did not count faxes, copies, prints or tax form pickups in June since patrons are able to use these resources on their own.

July

Library Use	2016	2017	2018	2019	2020
Library Visits	*	*	5,291	5,595	2,193
Website Usage	*	*	*	2,182	1,156
Library Volunteers	22	12	13	14	2
Volunteer Hours	117	90	140	154	81.5

Yearly Totals

2016	2017	2018	2019	2020
*	*	52,565	55,728	15,653
*	*	2,517	16,935	9,698
251	214	173	193	30
1,665	1,546	1,337	1,658	496.5

We have only allowed one volunteer to come in so they can safely work in a back room away from the public.

**White House Public Library
July 2020
Performance Measures**

Universal Class July Counts

Sign-ups	Courses Started	Videos Watched	Lessons Viewed	Class Submissions
1	1	42	79	16

Cumulative Counts

Year	Sign-ups	Courses Started	Lessons Viewed	Class Submissions
2017	27	39	273	258
2018	24	52	661	455
2019	9	16	194	105
2020	9	32	1,443	729

Computer Users

July	2016	2017	2018	2019	2020
Wireless	908	502	791	811	154
Adult Computers	367	334	427	368	190
Kids	216	249	216	207	5

Yearly Computer Users

2016	2017	2018	2019	2020
8,367	8,725	9,535	2,017	1918
4,640	4,413	4,642	1,103	1,276
2,136	2,209	2,088	556	400

Programs

1,000 books	Monthly Sign ups	Yearly Sign ups	100 mark	500 mark	Completions
2018	7	29	2	0	0
2019	2	38	2	2	0
2020	11	70	0	1	2

Monthly

July Kids	Kids Sessions	Kids Attendance
2016	9	386
2017	9	560
2018	11	576
2019	9	395
2020	2	188

Yearly Totals

Kids Sessions	Kids Attendance
178	2,988
181	4,268
158	4,437
46	737
32	865

July Virtual Programs

Kids programs	Online views
1	168
Grab & Go Kits	
Kits Offered	Picked Up
5	112

In July, we offered 1 virtual program, 2 live programs, a city scavenger hunt, a passport activity book, and Grab and Go kits.

Monthly

July	Teen Events	Teens Present
2016	6	8
2017	2	4
2018	4	3
2019	4	11
2020	0	0

Yearly

Teen Events	Teens Present
69	187
47	481
82	432
18	432
13	81

Monthly

June	Tween Events	Tweens Present
2019	*	*
2020	0	0
Yearly		
2019	10	150
2020	5	18

July Virtual Programs

Teen & Tweens	Online Views
1	186
Grab & Go Kits	
Kits Offered	Picked up
4	50

In July, we posted 1 digital escape rooms online for teens/tweens and offered Grab and Go kits as part of Summer Reading.

Monthly

July Adults	Adult Sessions	Adult Attendance
2016	1	14
2017	7	18
2018	22	43
2019	13	73
2020	0	0

Yearly

Adult Sessions	Adult Attendance
61	662
145	689
175	1,009
41	232
30	143

July Virtual Programs

Online Programs	Views
4	1,238

Summer Reading Challenge Numbers

Sign Ups	Tots	Kids	Teens	Adults	Totals
	27	39	7	37	110
Completed	2	6	1	8	17

White House Public Library
July 2020
Performance Measures

Bench Marks Reached

	150 minutes	300 minutes	450 minutes	600 minutes	750 minutes	900 minutes	Grand prizes	Coupon
Tots	11	4	3	2	2	2	2	3
Kids	14	12	9	8	8	6	7	5
Teens	3	3	2	2	2	1	1	0
Adults		13		10		8	7	2

Interlibrary Loan Services

July	2016	2017	2018	2019	2020
Borrowed	74	37	61	75	47
Loaned	24	27	50	42	5

Yearly Interlibrary Loan Services

2016	2017	2018	2019	2020
668	562	690	690	264
249	305	410	410	54

July 2020 R.E.A.D.S.

Adults	Juvenile
1552	93

2020-2021 totals

Adults	Juvenile
1552	93

19-20 Yearly Totals

Adult	Juvenile
23,138	1,430

18-19 Yearly Totals

Adult	Juvenile
21,899	1,189

17-18 Yearly Totals

Adult	Juvenile
15,773	725

The READS statistics come from the state.

CITY COURT REPORT

July 2020

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH	\$2,866.07	
TOTAL MONIES COLLECTED YTD		\$2,866.07

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH	\$2,040.59	
TOTAL MONIES COLLECTED YTD		\$2,040.59

TOTAL REVENUE FOR MONTH	\$4,906.66	
	TOTAL REVENUE YTD	\$4,906.66

DISBURSEMENTS

LITIGATION TAX	\$205.58	
DOS/DOH FINES & FEES	\$47.50	
DOS TITLE & REGISTRATION	\$85.50	
RESTITUTION/REFUNDS	\$0.00	
ONLINE CC FEES	\$17.52	
CARD FEES	\$26.05	
WORTHLESS CHECKS	\$0.00	
TOTAL DISBURSEMENTS FOR MONTH	\$382.15	
	TOTAL DISBURSEMENTS YTD	\$382.15

ADJUSTED REVENUE FOR MONTH	\$4,524.51	
	TOTAL ADJUSTED REVENUE YTD	\$4,524.51

DRUG FUND

DRUG FUND DONATIONS FOR MONTH	\$261.25	
	DRUG FUND DONATIONS YTD	\$261.25

Offenses Convicted & Paid For Month	Count	Paid
Careless Driving	2	\$55.00
Financial Responsibility Law	10	\$195.00
Registration Law	8	\$515.06
Texting/Miscellaneous		
Improper Turn		
Improper Passing	1	\$100.00
DL Exhibited	1	\$102.50
Red Light	1	\$117.50
Following Too Closely	1	\$120.73
Stop Sign	1	\$56.51
Speeding	15	\$1,306.72
Seat Belt		
Failure To Yield	1	\$56.51
Exercise Due Care	4	\$223.02
Parking Where Prohibited		
Total	45	\$2,848.55

RESOLUTIONS....

RESOLUTION 20-19

WHEREAS, T.C.A. 6-51-102 REQUIRES THAT A PLAN OF SERVICE BE ADOPTED BY THE GOVERNING BODY OF THE CITY PRIOR TO PASSAGE OF A RESOLUTION ANNEXING ANY AREA, AND

WHEREAS, T.C.A. 6-51-102 requires that a plan of service be adopted by the governing body of the city prior to passage of a resolution annexing any area; and

WHEREAS, the City of White House is contemplating annexation of certain areas as requested by the property owner that are bounded as shown on the map of the annexation areas, dated 2020. The annexed property contains 143.33 acres at Pinson Lane and Cross Plains Road. City services will be provided to the property as defined in the plan of services with the approval of the plan of service and annexation resolutions, and;

WHEREAS, the City of White House Regional Planning Commission on June 8, 2020 recommended approval of the plan of services,

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

Section 1. Pursuant to the provisions of the section 6-51-102, Tennessee Code Annotated, there is hereby adopted for the proposed annexation areas the following PLAN OF SERVICE:

A. Police

1. Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided upon the effective date of annexation.
2. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need therefore is established by appropriate study and traffic standards.

B. Fire

Fire protection by the present personnel and equipment of the fire fighting force of the City, within the limitations of available water, will be provided upon the effective date of annexation.

C. Water

An adequate water supply for fire protection is required by the City in its subdivision regulations affecting the development of this property. The property contains existing fire hydrants and all new residences constructed within annexed area to be within six hundred (600') of a fire hydrant.

Service provided by the White House Utility District requires payment of associated rates and fees as determined by the White House Utility District.

D. Wastewater

The owners or developers of the properties will be required to engineer and extend and connect on-site sewer service and infrastructure connections and improvements and pay the associated costs and rates in accordance with the established policies and regulations of the City of White House. All buildings developed within the annexed property will be required to be connected to the City's municipal sewer system.

E. Refuse Collection

With the development of the annexed area, the same regular residential collection service now provided within the City will be extended to the annexed area. The service shall commence upon approval of the annexation resolution for the existing residences and completion of the residential single-family dwellings.

F. Streets and Roads

Routine maintenance of the streets and roads is currently provided on Tyree Springs Road by the City of White House.

G. Inspection Services

Any inspection services now provided by the City (building, plumbing, gas, housing, property maintenance, etc.) will begin in the annexed area on the effective date of the annexation.

H. Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of the annexation. City planning and zoning will thereafter encompass the annexed area.

I. Street Lighting

Street lighting will be maintained in accordance with the established policies of the City of White House for and any public roadway construction that might be required by the City of White House Planning Commission with the development of the annexed area.

J. Recreation and Parks

The service shall commence upon approval of the annexation resolution for the existing residences. With the development of the annexed area, residents in the annexed area may use all existing park and recreational facilities and programs on the effective date of the annexation. The same standards and policies now used in the present City will be followed in expanding the recreational program and facilities of the enlarged city boundaries, when and where needed.

Section 2. This resolution shall be effective from and after its adoption by the Board of Mayor and Aldermen.

Adopted this day 20th day of August 2020.

Mike Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

RESOLUTION 20-19
"EXHIBIT A"



RESOLUTION 20-18

A RESOLUTION TO ANNEX CERTAIN TERRITORIES AND INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.

WHEREAS, a public hearing before this body will be held the **20th day of August 2020**, and notice thereof published in the Browser Connection on **August 4th, 2020**; and,

WHEREAS, application from the property owner to annex the below mentioned territories into the City limits which is adjacent to the current city limits; and,

WHEREAS, a Plan of Services for such territory will be duly adopted by the City of White House Board of Mayor and Aldermen; and,

WHEREAS, the annexation completed per provisions of TCA 6-5-104 of such territories is deemed reasonable for the overall well-being of the community and the annexation is necessary for the health, safety, and welfare of the property owner and future citizens with the residential development of the annexed territories thereof and of the City as a whole;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be annexed and incorporated within the corporate boundaries of the City of White House:

143.33 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 096, PARCEL 141 AND 145. PROPERTY IS LOCATED ON PINSON LANE AND CROSS PLAINS RD. **"EXHIBIT A"**.

SECTION 1. That the Board of Mayor and Aldermen of the City of White House, Tennessee, hereby certify that this Resolution 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 Resolution shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

First Reading: July 16, 2020 PASSED

Second Reading: August 20, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

RESOLUTION 20-18
"EXHIBIT A"





JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

July 21, 2020

Honorable Mike Arnold, Mayor
and Honorable Board of Aldermen
City of White House
105 College Street
White House, TN 37188

Dear Mayor Arnold and Members of the Board:

Thank you for your recent correspondence. We acknowledge receipt on July 16, 2020, of a request from the City of White House (the "City") for a report on a plan of refunding (the "Plan") for the City's proposed issuance of an estimated \$2,800,000 General Obligation Refunding Bonds, Series 2020 (Taxable).

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, enclosed is a report based upon our review of the City's Plan. The Plan, this letter, and the enclosed report should be made available on the City's website and must be presented to each member of the Board for review prior to the adoption of a refunding bond authorizing resolution.

Changes to our Office

We are enclosing a memorandum about the newly created Division of Local Government Finance within the Comptroller's Office.

If you should have questions or need assistance, please feel free to contact your financial analyst, Steve Osborne, at 615.747.5343 or Steve.Osborne@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst.

Very truly yours,

A handwritten signature in black ink, appearing to read "Betsy Knotts".

Betsy Knotts
Director of the Division of Local Government Finance

cc: Ms. Jean Suh, Audit Review Manager, Division of Local Government Audit, COT
Mr. Jason Barnes, City of White House
Mr. Rick Dulaney, Raymond James & Associates, Inc.
Ms. Elizabeth Zuelke, Raymond James & Associates, Inc.
Mr. Jeff Oldham, Bass Berry & Sims

Enclosures: Report of the Director of the Division of Local Government Finance
Comptroller's Memorandum Regarding New Division

BK:so



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

**Report of the Director of the Division of Local Government Finance
Concerning the Proposed Issuance of
General Obligation Refunding Bonds, Series 2020
City of White House, Tennessee**

This report is being issued pursuant to T.C.A. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on July 16, 2020, from the City of White House (the "City"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs, risks, and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee.

This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be refinanced or remain outstanding until their respective dates of maturity. This report does not address compliance with federal tax regulations and is not to be relied upon for that purpose. The City should discuss these issues with bond counsel. This report and the City's Plan must be presented to the governing body prior to the adoption of a refunding bonds resolution.

Refunding Analysis

At the request of the Finance Director, our office has reviewed the City's Plan, as required by TCA § 9-21-903, and provides the following analysis based upon the assumptions outlined in the Plan:

The City intends to issue \$2,800,000 General Obligation Refunding Bonds, Series 2020, (Taxable) (the "Series 2020 Refunding Bonds"), to advance refund \$2,425,000 General Obligation Public Improvement Bonds, Series 2013, (the "Series 2013 Bonds") dated October 13, 2013, maturing June 1, 2024, through June 1, 2043.

- The City's objective for the refunding is to achieve debt service savings.
- The estimated net present value debt service savings is \$106,295 or 4.38% of the refunded principal amount of \$2,425,000, achieved by lowering the average coupon from 4.11% for the Series 2013 Bonds to 2.55% for the Series 2020 Refunding Bonds.
- The final maturity of the Series 2020 Refunding Bonds does not extend beyond the final maturity of the Series 2013 Bonds.
- The City's current rating of AA+ from S&P on its general obligation debt exempts the City from T.C.A. § 9-21-134 regarding balloon indebtedness.

- Estimated cost of issuance is summarized below and based upon the par amount of \$2,800,000 for the Series 2020 Refunding Bonds:

	Amount	Price Per \$1,000 Bond
Underwriter's Discount	\$ 23,800.00	\$ 8.50
Municipal Advisor (Raymond James)	32,500.00	11.61
Bond Counsel (Bass Berry & Sims)	10,000.00	3.57
Rating Agency Fees	13,000.00	4.64
Miscellaneous	6,500.00	2.32
	<hr/>	
	\$ 85,800.00	30.64

Changes to the Structure of the Repayment Schedule

If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

Financial Professionals

The Plan was prepared by the City with the assistance of Raymond James & Associates, Inc. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

The Municipal Securities Rulemaking Board (MSRB) establishes rules and notices that municipal advisors and underwriters must follow when engaging in municipal securities transactions and advising investors and local governments. To learn more about the obligations of the City's underwriter and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Plan Assumptions

The assumptions of the Plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides non assurances of the reasonableness of the underlying assumptions. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale. The Series 2020 Refunding Bonds may be issued with a structure different from that of the Plan.

Debt Management Policy

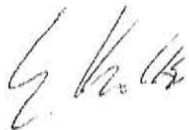
The City has adopted a debt management policy and has indicated in its Plan that the proposed refunding transaction complies with the City's policy.

Requirements After the Refunding Bonds Have Been Issued

We have included a listing of certain compliance requirements your local government will be responsible for once the refunding bonds have been issued. The listing is not all inclusive and you should work with your municipal advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the City's governing body to review prior to adopting a new refunding bonds authorizing resolution.



Betsy Knotts
Director of the Division of Local Government Finance
Date: July 21, 2020

Enclosure: Requirements After Debt is Issued



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

Requirements After Debt is Issued

- **Annual Budget Approval**

Your local government will be subject to an annual budget approval process for the life of the outstanding debt as required by TCA § 9-21-403. Please refer to our online guidance at: tncot.cc/budget.

- **Portion of the Bonds not Refunded**

If all the outstanding amount of the debt is not refunded as a part of the proposed refunding transaction and the City wishes to refund the remaining amount in a subsequent refunding issue, then a new plan must be submitted to our office for review.

- **Debt Management Policy**

Your local government should regularly review and, if necessary, amend its debt management policy. Please submit any amended policy to our office immediately upon adoption. Guidance concerning debt management policies is available at: tncot.cc/debt-policy.

- **Required Notification**

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if it is determined prior to the issuance of the debt, that the actual results will differ significantly from the information provided in the submitted Plan and the City decides to proceed with the issue, the City's governing body and our office should be notified after the sale by the local government's Chief Executive Officer or the Chief Financial Officer regarding these differences. The Chief Executive Officer must state that they were aware of the differences and determined to proceed with the issuance of the debt. Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

- (1) An increase in the principal amount of the debt issued;
- (2) An increase in costs of issuance; or
- (3) A decrease in the cumulative savings or increase in the loss.

The notification must include an explanation for any significant differences and the justification for a change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the City's governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

- **Debt Report**

Pursuant to T.C.A. § 9-21-151(6)(c), a Debt Report (the "Report") shall be completed and filed with the governing body of the local government no later than forty-five (45) days after the issuance

of the debt, with a copy (including attachments, if any) filed with the Division of Local Government Finance. The Report and instructions may be accessed at: incot.cc/debt-report. No public entity may enter into additional debt if it has failed to file the Report.

- **Rule 15c2-12 of the Securities Exchange Act**

Local governments that have issued municipal securities on or after February 27, 2019, are required to report certain information related to the issuance of financial obligations. Information on the reporting requirements is available on the Municipal Securities Rulemaking Board (MSRB) Electronic Municipal Market Access EMMA® website: emma.msrb.org.

RESOLUTION 20-20

A RESOLUTION (I) AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,900,000 IN AGGREGATE PRINCIPAL AMOUNT OF FEDERALLY TAXABLE GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF WHITE HOUSE, TENNESSEE; (II) MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; (III) ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND (IV) PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to authority granted by Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, the Municipality issued its General Obligation Public Improvement Bonds, Series 2013, dated October 18, 2013, maturing June 1, 2028, June 1, 2031, June 1, 2033, June 1, 2037, June 1, 2039, June 1, 2041 and June 1, 2043 (the "Outstanding Bonds"); and

WHEREAS, under the provisions of Section 9-21-101 et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to refund, redeem or make principal and interest payments on bonds or other obligations previously issued by said municipalities; and

WHEREAS, under applicable federal tax laws, refunding bonds may not be issued on a tax-exempt basis in order to refund outstanding bonds more than 90 days prior to their first optional redemption date; and

WHEREAS, the Outstanding Bonds are not subject to optional redemption until June 1, 2023; and

WHEREAS, the plan of refunding for the Outstanding Bonds and request for approval of balloon indebtedness have been submitted to the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and Section 9-21-134, Tennessee Code Annotated, respectively, and the State Director has acknowledged receipt thereof and reported thereon to the Municipality, which report and approval are attached hereto as Exhibit A; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to refund all or a portion of the Outstanding Bonds by the issuance of general obligation refunding bonds; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this Resolution for the purpose of authorizing not to exceed \$2,900,000 in aggregate principal amount of its federally taxable general obligation refunding bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$2,900,000 in aggregate principal amount of General Obligation Refunding Bonds (Federally Taxable) of the Municipality, to be dated their date of issuance, having such series designation and such other dated date as the Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as registered owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "City Administrator" means the City Administrator of the Municipality;

(d) "City Recorder" means the City Recorder of the Municipality;

(e) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(f) "Debt Management Policy" means the Debt Policy approved by the Governing Body;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Escrow Agent" means Regions Bank as the escrow agent under the Refunding Escrow Agreement;

(k) "Governing Body" means the Board of Mayor and Aldermen of the Municipality;

(l) "Mayor" means the Mayor of the Municipality;

(m) "Municipal Advisor" means Raymond James & Associates, Inc., Nashville, Tennessee;

(n) "Municipality" means the City of White House, Tennessee;

(o) "Outstanding Bonds" shall have the meaning assigned to it in the preamble;

(p) "Refunded Bonds" mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 8 hereof;

(q) "Refunding Escrow Agreement" means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit B, subject to such changes thereto as shall be permitted by the terms of this resolution; and

(r) "Registration Agent" means Regions Bank, Nashville, Tennessee, as registration and paying agent for the Bonds, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body: Compliance with Debt Management Policy.

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the Municipality's Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the Municipality over the term of the Outstanding Bonds; and (ii) the term of the refunding bonds is within the original term of the Outstanding Bonds.

(b) The refunding report of the State Director have been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A.

(c) It is advantageous to the Municipality to deposit proceeds from the sale of the Bonds and other funds of the Municipality, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds.

Section 4. Authorization and Terms of the Bonds. (a) For the purpose of providing funds to refund the Refunded Bonds and to pay all or a portion of the costs of issuance and sale of the Bonds, there is hereby authorized to be issued federally taxable general obligation refunding bonds in the aggregate principal amount of not to exceed \$2,900,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Refunding Bonds (Federally Taxable)" and shall be dated their date of issuance, having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of sale of the Bonds or any emission thereof, payable semi-annually on June 1 and December 1 in each year, commencing December 1, 2020. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on June 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2021 through 2043, inclusive.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing on or before June 1, 2027 shall mature without option of prior redemption and Bonds maturing June 1, 2028 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2027 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Governing Body. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the Mayor of the Municipality is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor of the Municipality. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 10 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 10 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not

affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Registration Agent is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the

amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this subsection and in Section 8 hereof, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the

Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTIES OF ROBERTSON AND SUMNER
CITY OF WHITE HOUSE
GENERAL OBLIGATION REFUNDING BOND (FEDERALLY TAXABLE),
SERIES _____

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, the City of White House, a municipal corporation lawfully organized and existing in Sumner County and Robertson County, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2020], and semi-annually thereafter on the first day of [June and December] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as

securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before June 1, 2027 shall mature without option of prior redemption and Bonds maturing June 1, 2028 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2027 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all

purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to (a) refund the Municipality's outstanding General Obligation Public Improvement Bonds, Series 2013, dated October 18, 2013; and (b) pay the costs of issuance and sale of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution (the "Resolution") duly adopted by the Board of Mayor and Aldermen of the Municipality on August , 2020.

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor with his signature and attested by its City Recorder signature under an impression of the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF WHITE HOUSE, TENNESSEE

BY: _____
Mayor

(SEAL)

ATTESTED:

City Recorder

Transferable and payable at the
principal corporate trust office of:

Regions Bank
Nashville, Tennessee

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

REGIONS BANK
Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of the City of White House, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal, premium, if any, and interest coming due on the Bonds in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand and available for the payment of such principal, premium, if any, and interest. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of direct appropriations from the general funds of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, as a whole or in part, from time to time, as shall be determined by the Mayor in consultation with the Municipality's Municipal Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) The Mayor, in consultation with the Municipal Advisor, is further authorized:

(1) to adjust the dated date of the Bonds or any series thereof, to a date other than the date of issuance;

(2) to designate the series of the Bonds;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality and results in the greatest cost savings for the Municipality, to cause to be sold less than the principal amount authorized herein and to select the maturities of the Outstanding Bonds to be refunded;

(4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any series thereof, provided (i) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (ii) the final maturity of the Bonds does not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series;

(5) to adjust or remove the Municipality's optional redemption provisions of the Bonds, or any emission thereof, provided the redemption premium, if any, shall not exceed two percent (2%) of the par amount of the Bonds called for redemption;

(6) to sell the Bonds or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth

herein and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds do not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The Mayor and the City Recorder, or either of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the successful bidder, or as the successful bidder directs, and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit C, with such changes as may be approved by the Mayor as evidenced by his execution thereof. The Mayor is hereby authorized to enter into a contract with Raymond James & Associates, Inc. to serve as Municipal Advisor in connection with the Bonds in substantially the form attached hereto as Exhibit D, with such changes as may be approved by the Mayor as evidenced by his execution thereof.

(f) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) an amount, which together with legally available funds of the Municipality, if any, and investment earnings thereon, will be sufficient to pay principal of and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein; provided that the Mayor, in consultation with the Municipal Advisor, may elect to deposit the proceeds directly with the paying agent for the Outstanding Bonds; and

(c) the remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds and if not needed for such purpose, shall used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

Section 10. Official Statement. The Mayor, the City Administrator, and the City Recorder, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the City Administrator, and the City Recorder, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the City Administrator and the City Recorder, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, the City Administrator and the City Recorder, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

If the winning bidder or its purchaser or assignee does not intend to offer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor, the City Administrator and the City Recorder, or any of them, in consultation with the Municipal Advisor and Bond Counsel.

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Recorder to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase government securities as provided therein and as permitted by Tennessee Code Annotated, Section 9-21-914; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Recorder, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Redemption and Intention to Issue Refunding Bonds. (a) Prior to the issuance of the Bonds, or any series thereof, if required, notice of the Municipality's intention to refund the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notice shall be in the form consistent with applicable law. The Mayor, the City Administrator and the City Recorder, or any of them, is hereby authorized and directed to authorize the registration agent of said Refunded Bonds to give such notice on behalf of the Municipality in accordance with this Section.

(b) The Mayor, the City Administrator and the City Recorder, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds or to cause such notice and publication to be given.

Section 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to

the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor and the City Recorder, or either of them, are authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Federal Tax Matters Related to the Bonds. Notwithstanding anything herein to the contrary, if federal tax laws are changed prior to the issuance of the Bonds so as to permit the tax-exempt advance refunding of the Refunded Bonds, then the Bonds may be issued on a tax-exempt basis. In that event, the following provisions shall apply: The Municipality recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the Municipality agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income for purposes of federal income taxation. The Mayor and the City Administrator are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this ____ day of August, 2020.

Mayor

ATTEST:

City Recorder

EXHIBIT A

REPORT ON PLAN OF REFUNDING AND APPROVAL OF INDEBTEDNESS PLAN (IF
REQUIRED)

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the _____ day of _____, 2020 by and between the City of White House, Tennessee (the "Municipality"), and Regions Bank, Nashville, Tennessee (the "Agent").

WITNESSETH:

WHEREAS, the Municipality has previously issued its General Obligation Public Improvement Bonds, Series 2013, dated October 18, 2013, maturing June 1, 2028, June 1, 2031, June 1, 2033, June 1, 2037, June 1, 2039, June 1, 2041 and June 1, 2043 (the "Outstanding Bonds"); and

WHEREAS, the Municipality has determined to provide for the refinancing of the Outstanding Bonds by depositing in escrow with the Agent funds as herein provided; and

WHEREAS, in order to obtain the funds to be applied as herein provided, the Municipality has authorized and issued its General Obligation Refunding Bonds (Federally Taxable), Series 2020 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with monies deposited by the Municipality, will be deposited in escrow with the Agent hereunder and applied as herein provided; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of a portion of said Refunding Bond proceeds and other available monies of the Municipality and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties hereto do hereby enter into this Agreement.

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Municipality in and to \$_____ (\$_____ derived from the proceeds of the sale of the Bonds).

DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Municipality or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION III

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Municipality or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agent” means Regions Bank, Nashville, Tennessee, its successors and assigns.

“Agreement” means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the Municipality and the Agent.

“Escrow Fund” shall have the meaning ascribed to it in Section 2.01 hereof.

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Municipality that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

“Municipality” means the White House, Tennessee.

“Outstanding Bonds” has the meaning ascribed to it in the recitals hereto.

“Refunding Bonds” has the meaning ascribed to it in the recitals hereto.

“Written Request” shall mean a request in writing signed by the Mayor of the Municipality or by any other officer or official of the Municipality duly authorized by the Municipality to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The Municipality hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and

hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.02. Investment of Funds. The monies described in Section 2.01 hereof shall be held or invested as follows:

(i) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(ii) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.03. Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Municipality collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Municipality represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Municipality agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Municipality and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Municipality.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the City Recorder of the Municipality a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the City Recorder and the Mayor a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during

the immediately preceding fiscal year of the Municipality and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Municipality shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Municipality to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. Irrevocable Escrow Created. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. The Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is directed and authorized to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

ARTICLE III

CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The Municipality hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Municipality or any paying agent of its obligations, or to protect any of the Municipality's rights under any bond proceedings or any of the Municipality's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in

any proceedings taken in connection therewith, but they are made solely by the Municipality. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Municipality in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The Municipality agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Municipality agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the Municipality agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification

shall be paid from available funds of the Municipality and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Municipality and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the Municipality shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in the City of White House, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the Municipality or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Municipality may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Municipality for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Municipality and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Municipality or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto,

anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the Municipality, the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Municipality; provided, however, that the Municipality and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The Municipality hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale,

transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Municipality.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Municipality:

White House, Tennessee
105 College Street
White House, Tennessee 37188
Attn: City Administrator

To the Agent:

Regions Bank
Corporate Trust Department
150 Fourth Avenue North, 15th Floor
Nashville, Tennessee 37219

The Municipality and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Signatures on Following Page

IN WITNESS WHEREOF, the Municipality has caused this Agreement to be signed in its name by its Mayor and attested by its City Recorder and the official seal of the Municipality to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

CITY OF WHITE HOUSE, TENNESSEE

By: _____
Mayor

(SEAL)

By: _____
City Recorder

REGIONS BANK
as Escrow Agent

By: _____
Title: _____

EXHIBIT A

City of White House, Tennessee

Debt Service of General Obligation Public Improvement Bonds, Series 2013, dated October 18, 2013, maturing June 1, 2028, June 1, 2031, June 1, 2033, June 1, 2037, June 1, 2039, June 1, 2041 and June 1, 2043 to the Maturity Date and redemption date

<u>Payment Date</u>	<u>Principal Redeemed</u>	<u>Principal Paid</u>	<u>Interest</u>	<u>Total Debt Service</u>
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Paying Agent: Regions Bank
Nashville, Tennessee

EXHIBIT B

Government Securities
Certificate of Indebtedness
U.S. State and Local Government Series

<u>Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
---------------	----------------------	----------------------	-------------------

Total Cost of Securities:\$_____

Initial Cash Deposit: \$_____

EXHIBIT C
NOTICE OF REDEMPTION
CITY OF WHITE HOUSE, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of White House, Tennessee (the "Municipality"), has elected to and does exercise its option to call and redeem on June 1, 2023 all the Municipality's outstanding bonds (the "Outstanding Bonds") as follows:

**General Obligation Public Improvement Bonds, Series 2013, dated October 18,
2013, maturing June 1, 2028, June 1, 2031, June 1, 2033, June 1, 2037, June 1, 2039,
June 1, 2041 and June 1, 2043**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of Regions Bank, Nashville, Tennessee, as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date.

The redemption price will become due and payable on June 1, 2023, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2023.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Regions Bank
Registration and Paying Agent

EXHIBIT C

ENGAGEMENT LETTER

(attached)

[Letterhead of Bass, Berry & Sims PLC]

_____, 2020

City of White House, Tennessee
White House, Tennessee
Attention: Mayor

Re: Issuance of Not to Exceed \$2,900,000 in Aggregate Principal Amount of General Obligation Refunding Bonds (Federally Taxable), Series 2020.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of White House, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to refund certain outstanding bonds of the Issuer and to pay the costs incident to the sale and issuance of the Bonds.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will

assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. Opining on a continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- i. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other

parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

We presently represent Raymond James & Associates, Inc. and Regions Bank in matters unrelated to our representation of the Issuer as its counsel.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$10,000. Other than reimbursement for any publication costs of the meeting notice, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this Engagement Letter

and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF WHITE HOUSE, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Michael Arnold, Mayor

By: _____
Jeff Oldham, Member

EXHIBIT D

MUNICIPAL ADVISOR AGREEMENT

(attached)

MUNICIPAL ADVISORY AGREEMENT

BY AND BETWEEN

CITY OF WHITE HOUSE, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.

THIS AGREEMENT is by and between the City of White House, Tennessee (the “Issuer”) and Raymond James & Associates, Inc. (the “Municipal Advisor”).

WHEREAS, the Issuer wishes to hire the Municipal Advisor to serve as its sole municipal advisor and financial advisor in accordance with the provisions of this Municipal Advisor Agreement (the “Master Agreement”) and the Municipal Advisor, through its Public Finance/Debt Investment Banking Department, is engaged in the business of providing, and is authorized under applicable Federal and State statutes and applicable regulatory rules to provide advisory services to the Issuer as provided herein, and

NOW THEREFORE, it is agreed by all parties signing this Master Agreement and subsequent Project Amendments that:

I. SCOPE OF SERVICES

1. The Municipal Advisor will consult with and advise the Issuer with respect to the sale and issuance of its bonds, notes, loan agreement, capital leases and other debt instruments (collectively, “Debt Obligations”). This advice and assistance will generally include, but not necessarily be limited to, the following:
 - a. At the request of officials of the Issuer, attend and participate in meetings and conference calls with officials and other finance professionals relating to the Debt Obligations;
 - b. Evaluate opportunities to refund any outstanding Debt Obligations of the Issuer;
 - c. Evaluate the Issuer’s credit profile and debt capacity;
 - d. Assisting in managing relationships and interaction with rating agencies, bond investors and other financial professionals associated with the Issuer’s new or existing Debt Obligations;
 - e. Assisting the Issuer in hiring financial professionals associated with new Debt Obligations or the existing debt portfolio, including, but not limited to bidding agents, registration, paying and escrow agents, dissemination agents, etc. not named herein;

- f. Consistent with prevailing statutory requirements for any refunding bonds issued in Tennessee, prepare the initial draft of the “Refunding Plan” and, if required, a Request for Approval of Balloon Indebtedness” for finalization and submission by the Issuer to the Director of State and Local Finance in the Tennessee Comptroller of the Treasury’s Office;
- g. Structure the refunding escrow which together with other possible Issuer funds, if any, and interest thereon is sufficient to defease and extinguish all refunded debt. The escrow will be independently verified by the verification agent employed for such purposes and paid for from proceeds of the Debt Obligations sold by the Issuer or other funds of the Issuer;
- h. Advise the Issuer on the choices of instruments including the use of U.S. Treasury – State and Local Government Series obligations (“SLGS”) or open market securities as the investment vehicle of choice for the escrow. If Tennessee eligible open market securities (“Open Market Securities”) are desired due to favorable economic benefits or required due to the unavailability of SLGS, it is expressly understood that the bidding process and acquisition of any such open market securities is not part of this Master Agreement. With respect to SLGS or Open Market Securities, the Municipal Advisor will coordinate their acquisition and delivery with the registration agent and/or an independent bidding agent;
- i. Assemble necessary information concerning the Debt Obligations and information relating to the Issuer for submission to Moody’s Investors Service, Inc. (“Moody’s”) seeking a credit review and a rating when appropriate for the Debt Obligations and the Issuer. The Municipal Advisor also will arrange and participate in all correspondence and conference calls with Moody’s and S&P personnel assigned to the rating assignments;
- j. Working with Issuer officials and bond counsel, facilitate when appropriate the development, publication and distribution of the Issuer’s “Preliminary and Final Official Statements”;
- k. Coordinate the activities of all financial professionals as directed by officials of the Issuer;
- l. Prepare and execute a national marketing program when appropriate through the distribution of various notices and documents, including the “Preliminary Official Statement”, utilizing the electronic distribution facilities of i-dealProspectus or similar electronic platforms;
- m. Along with officials of the Issuer, conduct when appropriate a competitive public sale via the web-based facilities of IHS IPREO’s **BiDCOMP®/Parity® system or similar electronic platforms**;

- n. Assist officials of the Issuer in the evaluation and award (rejection) of bids or proposals received for any Debt Obligations whether sold at competitive public sale or through a negotiated sale;
 - o. Prepare final amortization and related schedules when appropriate documenting the transaction in the form of a "Final Financing Report";
 - p. Provide other usual and customary services associated with the sale and issuance of Debt Obligations including, but not limited to, assistance in selecting other financial professionals to facilitate the sale and issuance of the Debt Obligations;
 - q. On behalf of the Issuer and when appropriate, coordinate and pay from funds provided by the Issuer all expenses related to the sale and issuance of the Debt Obligations (see initial estimates on Exhibit B attached hereto).
2. When the Issuer deems it necessary to issue Debt Obligations, the Municipal Advisor will consult with and advise the Issuer with respect to the various structures, provisions and covenants appropriate or advisable to consider as part of the new financing, generally including, but not necessarily limited to, the following:
- a. Debt Obligation amounts and sizing;
 - b. Principal, interest, and final maturity dates;
 - c. Average life tests;
 - d. Arbitrage targeted yields;
 - e. Maturity amortization schedules;
 - f. Interest rates;
 - g. Redemption provisions;
 - h. Debt service;
 - i. Capitalized interest, if any;
 - j. Flow of funds;
 - k. Security pledges;
 - l. Credit enhancement facilities; and
 - m. Terms and conditions relating to the competitive public sale.

3. The Municipal Advisor will, upon request, work with the Issuer and bond counsel in the development of the financial and security provisions to be contained in the instruments authorizing and securing any Debt Obligations undertaken by the Issuer.
4. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the Issuer, if necessary.
5. The scope of services set forth in (1) through (4) above (the “Scope of Services”) is subject to the following limitations:
 - a. The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.
 - b. Unless otherwise provided in the Scope of Services described above, the Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. Nothing herein shall negate the Municipal Advisor’s obligations included in Section I (1) of the Scope of Services of this Master Agreement.
 - c. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Debt Obligations municipal financial products or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
6. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.
7. MSRB Rule G-42 requires that the Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Issuer’s determination whether to proceed with a course of action or that form the basis for any advice provided by the Municipal Advisor to the Issuer. The rule also requires that the Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on the Issuer’s behalf. Issuer agrees to cooperate, and to cause its agents to cooperate, with the Municipal Advisor in carrying out these regulatory duties, including providing to the Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Issuer agrees that, to the extent the Issuer seeks to have the Municipal Advisor provide advice with regard to any recommendation made by a

third party, the Issuer will provide to the Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

II. UNDERTAKINGS BY THE ISSUER

1. The Issuer will make available to the Municipal Advisor financial data and information concerning the Issuer's financial operations. Issuer officials and staff will be responsible for collecting, assembling and organizing the documentation essential to its financing activities and disclosure responsibilities, including the "Preliminary and Final Official Statements" relating to the Debt Obligations;
2. The Issuer will work with bond counsel who will issue an approving legal opinion when appropriate to accompany the issuance of the Debt Obligations, and also with appropriate Issuer's local legal counsel with respect thereto. Additionally, the Issuer will either retain or work with counsel to advise it as to the adequacy of disclosure and to assist with the preparation of the offering documents or other official documents relating to the Debt Obligations;
3. The Municipal Advisor will, as requested, assist Issuer staff in the development of Issuer information to be used by the Issuer for presentation to investors, underwriters and others, including the scheduling of information meetings between these investors, underwriters or others and the Issuer, if necessary;

III. PAYMENT TO THE MUNICIPAL ADVISOR

1. For performance of the services enumerated in Article I, above, the Issuer will compensate the Municipal Advisor a basic fee which will be part of the total estimated costs of issuance. The Municipal Advisor's fee and other estimated expenses will be determined on a project by project basis through an approved "Project Amendment" depicted on Exhibit B attached hereto. The basic fee and perhaps other fees or expenses will be payable upon the successful sale and issuance of Debt Obligations, but some expenses (e.g., rating agency fees) may be incurred and require payment even if the Debt Obligations are not sold and issued.
2. The Municipal Advisor shall be responsible for payment of its own expenses and personnel costs including local travel to the Issuer's principal location, but the Municipal Advisor shall be reimbursed for costs of reproduction, graphic, postal and overnight delivery and any other miscellaneous costs incurred in serving the Issuer. All travel expenses to locations other than that of the Issuer shall be reimbursed at actual costs or in conformance with the Issuer's official travel policy, whichever is less.
3. The Issuer agrees to promptly pay the Municipal Advisor the fees described in Article III, Paragraph 1, above, and the costs and expenses described in Article IV, below, as mutually agreed on and evidenced by the estimates provided on Exhibit B hereto, upon receiving invoices from the Municipal Advisor and other service providers.

IV. PAYMENT OF COSTS OF ISSUANCE

The Issuer shall be responsible for payment of all the costs of issuing the Debt Obligations and completing the financing as further evidenced by the estimates included in any subsequent "Project Amendment", including, but not limited to, the following:

1. When appropriate, facilitation, printing, publication, web posting and any other means of distribution or dissemination of the Preliminary and Final Official Statement and related legal notices;
2. Any normal fees of the Moody's for the rating on the Debt Obligations;
3. Fees and expenses of the registration, escrow and paying agent;
4. Fees and expenses of any Dissemination Agent;
5. Fees and expenses of the Verification Agent;
6. Fees and expenses, if any, of any bidding agent, if open market securities are selected or required as part of refunding transactions;
7. Bond Counsel fees and those of the County Attorney, if any;
8. Underwriting fees;
9. Any out-of-state travel expenses related to the Debt Obligations as described herein, if any;
10. Bond insurance premiums or other credit enhancement, if any; and
11. Other usual and customary fees or expenses associated with the sale and issuance of debt.

V. GENERAL PROVISIONS

1. The Issuer understands and acknowledges that the Municipal Advisor or its affiliates may have trading and other business relationships with members of the Issuer's underwriting team or other participants in the proposed transaction including bond counsel, any verification agent, rating agencies, bidding agent and perhaps any registration, paying [escrow agent]. Additionally, the Municipal Advisor or its affiliates may have trading and other business relationships with potential purchasers of the Debt Obligations. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which the Municipal Advisor may have, among other things, an economic interest. Notwithstanding the foregoing, the Municipal Advisor will not receive any compensation with respect to the issuance of the Debt Obligations other than as disclosed in any "Project Amendment". The Municipal

Advisor is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Raymond James, but of which none of the Municipal Advisor's personnel involved in the proposed transaction actually have knowledge, will not for any purpose be taken into account in determining the Municipal Advisor's responsibilities to the Issuer.

2. Both parties acknowledge and agree that the Municipal Advisor is acting solely as a Municipal Advisor (aka, as a financial advisor) to the Issuer with respect to the Debt Obligations identified above; Municipal Advisor's engagement by the Issuer is limited to providing municipal advisory services to the Issuer for any Debt Obligations. The Municipal Advisor has not been engaged to compare alternatives to any Debt Obligations. The Municipal Advisor is not a fiduciary of any other party to the transaction. The Municipal Advisor will not (1) provide any assurances that any investment made in connection with the Debt Obligations during its engagement is the best possible investment available for the Issuer's situation or that every possible alternative or provider has been considered and/or solicited, (ii) investigate the veracity of any certifications provided by any party, (iii) provide legal or accounting assurance that any matter or procedure complies with any applicable law, or (iv) be liable to any party if the Debt Obligations or an investment fails to close or for default of same. The Municipal Advisor's engagement terminates upon the expiration of the term of this Agreement as outline herein and the Municipal Advisor shall have no further duties or obligations thereafter.
3. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the Issuer as Exhibit A to this Master Agreement.
4. The Municipal Advisor agrees to assist the Issuer as provided only on the basis that it is expressly understood and agreed that the Municipal Advisor assumes no responsibility to the Issuer or any person for the accuracy or completeness of any information contained in any "Preliminary Official Statement" or "Final Official Statement" issued in connection with the Debt Obligations.
5. This Master Agreement may be terminated by either party hereto by not less than a forty-five (45) business day prior written notice to the other. In the event of such termination, whether by either party hereto, the Municipal Advisor shall promptly submit for payment, and Issuer shall promptly pay, a final bill for the payment of all unpaid fees and unreimbursed costs and expenses then due and owing. Other than the foregoing, neither party shall incur any liability to the other arising out of the termination of this Master Agreement. However, this Article 5 shall survive any such termination.
6. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder,

or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Issuer. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Obligation or otherwise relating to the tax treatment of any Obligation, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Master Agreement shall constitute a waiver by Issuer of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to the Issuer under Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

The parties recognize that Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities. Any provision in the Master Agreement that acts as a hold harmless provision or limitation of liability provision is enforceable only to the extent permitted by Tennessee law.

7. This Master Agreement embodies all the terms, agreements, conditions and rights contemplated and negotiated by the Issuer and the Municipal Advisor, and supersedes any and all discussions and understandings, written or oral, between Issuer and Municipal Advisor regarding the subject matter hereof. Any modifications and/or amendments must be made in writing and signed by both parties.
8. This Master Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflicts of law principles.
9. This Master Agreement shall be binding upon and inure to the benefit of the Issuer and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
10. This Master Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Master Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Master Agreement.
11. If any section, paragraph or provision of this Master Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Master Agreement.

12. From the date of its execution, this Master Agreement shall replace any and all existing agreements that may exist in their entirety and any such existing agreements shall be null and void.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS MASTER AGREEMENT to be signed and sealed by their respective authorized officers this _____ day of 2020.

CITY OF WHITE HOUSE, TENNESSEE

By: _____
Name: Mike Arnold
Title: Mayor

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Name: Richard T. Dulaney
Title: Managing Director
Public Finance // Debt Investment Banking

EXHIBIT A
Disclosure for Municipal Advisor Agreement

Exhibit A is provided under new Municipal Securities Rulemaking Board (MSRB) Rule G-42 in connection with our current engagement as financial advisor and municipal advisor under the **Municipal Advisor Agreement** (the “Master Agreement”) between **Raymond James & Associates, Inc.** (“Raymond James”) and the **City of White House, Tennessee** (the “Issuer”) to which this Exhibit A is a part thereof. Exhibit A will serve as written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship.

1. Scope of Services. (a) *Services to be provided.* The scope of services with respect to Raymond James’s engagement with the Issuer is as provided in the Master Agreement (the “Scope of Services”).

(b) *Limitations on Scope of Services.* The Scope of Services is subject to such limitations as may be provided in the Master Agreement.

(c) *IRMA status.* If the Issuer has designated Raymond James as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because Raymond James, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. Raymond James is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Raymond James requests that the Issuer provide to it, for review, any written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references Raymond James, its personnel and its role as IRMA. In addition, Raymond James requests that the Issuer not represent, publicly or to any specific person, that Raymond James is Issuer’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, not within the Scope of Services without first discussing such representation with Raymond James.

2. Raymond James’s Regulatory Duties When Servicing the Issuer. MSRB Rule G-42 requires that Raymond James make a reasonable inquiry as to the facts that are relevant to the Issuer’s determination whether to proceed with a course of action that forms the basis for and advice provided by Raymond James to the Issuer. The rule also requires that Raymond James undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Raymond James is also required under the rule to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on the Issuer’s behalf.

Accordingly, Raymond James will seek the Issuer's assistance and cooperation, and the assistance and cooperation of Issuer's agents, with the carrying out by Raymond James of these regulatory duties, including providing to Raymond James accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent the Issuer seeks to have Raymond James provide advice with regard to any recommendation made by a third party, Raymond James requests that the Issuer provide to Raymond James written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Term.** The term of Raymond James's engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Master Agreement.

4. **Compensation.** The form and basis of compensation for Raymond James's services as municipal advisor are as provided in the Master Agreement.

5. **Required Disclosures.** MSRB Rule G-42 requires that Raymond James provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) ***Disclosures of Conflicts of Interest.*** MSRB Rule G-42 requires that municipal advisors provide to their Issuers disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Raymond James makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Master Agreement, together with explanations of how Raymond James addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Raymond James mitigates such conflicts through its adherence to its fiduciary duty to the Issuer, which includes a duty of loyalty to the Issuer in performing all municipal advisory activities for the Issuer. This duty of loyalty obligates Raymond James to deal honestly and with the utmost good faith with the Issuer and to act in the Issuer's best interests without regard to Raymond James's financial or other interests. In addition, because Raymond James is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Raymond James is not dependent on maximizing short-term revenue generated from individualized recommendations to its Issuers but instead is dependent on long-term profitability built on a foundation of integrity and quality of service. Furthermore, Raymond James's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Raymond James potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under this Master Agreement are in a fixed amount established by a "Project Amendment". The amount is usually based upon an analysis by the Issuer and Raymond James of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Raymond James. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Raymond James may suffer a loss. Thus, Raymond James may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Municipal Advisor or Underwriting Relationships. Raymond James is also providing bidding agent or other investment advisory services to the Issuer under a separate engagement and Raymond James will be separately compensated by the Issuer for such services. Raymond James serves a wide variety of other Issuers that may from time to time have interests that could have a direct or indirect impact on the interests of the Issuer. For example, Raymond James serves as municipal advisor to other municipal advisory Issuers and, in such cases, owes a regulatory duty to such other Issuers just as it does to the Issuer under this Master Agreement. These other Issuers may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various Issuers, Raymond James could potentially face a conflict of interest arising from these competing Issuer interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Raymond James to achieve a successful and profitable underwriting for its municipal entity underwriting Issuers could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Raymond James serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Raymond James's ability to fulfill its regulatory duties to the Issuer.

Broker-Dealer and Investment Advisory Business. Raymond James is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its Issuers, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Issuer, may be undertaken on behalf of, or as counterparty to, the Issuer, personnel of the Issuer, and current or potential investors in the securities of the Issuer. These other Issuers may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Issuer, such as when their buying or selling of the Issuer's securities may have an adverse effect on the market for the Issuer's securities, and the interests of such other Issuers could create the incentive for Raymond James to make recommendations to the Issuer that could result in more advantageous pricing for the other Issuers. Furthermore, any potential conflict arising from Raymond James effecting or otherwise assisting such other Issuers in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that the interests of such

other Issuers would have an impact on the services provided by Raymond James to the Issuer under this Master Agreement.

Secondary Market Transactions in Issuer's Securities. Raymond James, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Issuer, and therefore Raymond James could have interests in conflict with those of the Issuer with respect to the value of the Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Raymond James or its affiliates may submit orders for and acquire the Issuer's securities issued in an issue under the Master Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the Issuer in that it could create the incentive for Raymond James to make recommendations to the Issuer that could result in more advantageous pricing of the Issuer's bond in the marketplace.

Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Raymond James that operate independently from Raymond James's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Raymond James to the Issuer under this Master Agreement.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.* MSRB Rule G-42 requires that municipal advisors provide to their Issuers certain disclosures of legal or disciplinary events material to its Issuer's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Raymond James sets out below required disclosures and related information in connection with such disclosures.

Raymond James discloses the following legal or disciplinary events that may be material to the Issuer's evaluation of Raymond James or the integrity of Raymond James's management or advisory personnel: We are aware of no such events at this time. Should such an event happen in the future, the details of such event would be available in Item 6D(2)(b) and the accompanying Regulatory Action DRP on Form MA-I available at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000724743&owner=exclude&count=40&hidefilings=0>.

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. If any of the above DRPs provides that a DRP has been filed on Form ADV, BD, or U4 for the applicable event, information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at

<http://www.adviserinfo.sec.gov>. For purposes of accessing such Broker Check reports or Form ADV, Raymond James's CRD number is 161 59 1905.

How to Access Form MA and Form MA-I Filings. Raymond James's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000 072 4743](http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=000%2072%204743). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Raymond James in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Raymond James on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Raymond James's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Raymond James's CRD number is: 161 59 1905.

Most Recent Change in Legal or Disciplinary Event Disclosure. Raymond James has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(c) ***Future Supplemental Disclosures.*** As required by MSRB Rule G-42, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Raymond James. Raymond James will provide the Issuer with any such supplement or amendment as it becomes available throughout the term of the Master Agreement.

(d) ***MSRB Rule G-10 Required Disclosures.*** Raymond James & Associates, Inc. is registered with and subject to the rules and regulations of the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB). Both the SEC and the MSRB publish websites containing information and resources designed to educate investors. In addition to educational materials about the municipal securities market and municipal securities market data, the MSRB website includes an investor brochure describing protections that may be provided by MSRB rules, including how to file a complaint with the appropriate regulatory authority. For more information, visit www.sec.gov and www.msrb.org.

EXHIBIT B
CITY OF WHITE HOUSE
PROJECT AMENDMENT I

Section 1. Consistent with the Municipal Advisor Agreement (the “Master Agreement”) incorporated herein by reference, the Issuer’s formally adopted Debt Management Policy as supplemented or revised and in the interest of full disclosure and transparency, the following disclosures supplement those included in the Master Agreement and are made and hereby acknowledged as fully disclosed and waived where applicable.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this “Project Amendment - I” has been provided to the Issuer at the earliest possible date once individual projects, timetables and similar determinations are made. Fees payable to the Municipal Advisor shall be determined based on Article III of the Master Agreement.

The services, service providers and estimated costs related to the sale and issuance of Debt Obligations to provide funds to finance the Issuer’s proposed (i) General Obligation Refunding Bonds to refund the callable portion of its outstanding General Obligation Public Improvement Bonds, Series 2013, dated October 13, 2013; and (ii) to pay costs related to the sale and issuance of the Debt Obligations (collectively, the “Project”) are estimated as follows:

<u>Service</u>	<u>Provider</u>	<u>Estimated Cost</u>
Municipal Advisor:	Raymond James & Associates, Inc.	\$ 32,500.00
Bond Counsel:	Bass, Berry & Sims PLC	10,000.00
Credit Rating:	S&P Global Ratings, Inc.	13,000.00
Registration, Paying & Escrow Agent:	Regions Bank Corporate Trust	1,750.00
Verification Agent:	Public Finance Partners PLC	2,500.00
POS Posting and Distribution:	IHC IPREO	1,500.00
Cusip Numbers:	S&P Cusip Services	750.00
Estimated Total:		\$ 62,000.00

Section 3. Underwriter’s compensation relating to the purchase of the of the Issuer’s Debt Obligations is determined through the formal pricing process on the sale date. This compensation is embedded in the Debt Obligation pricing and is not a separately stated cost of issuance.

Section 4. A State Form CT-0253 depicting the actual costs of issuance of all actual transaction costs will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Mayor and Aldermen of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury’s Director of State and Local Finance in a timely fashion as required by prevailing State law.

Section 5. To the extent other related Raymond James personnel assist with and provide investment services to the Issuer, it is acknowledged that separate compensation will be paid for any such services and that up to one-half of any such fees paid to Raymond James may be shared internally with representatives of the Municipal Advisor acting as a solicitor and that any such fees charged will be the same regardless of whether a solicitor is used or not.

Section 6. Raymond James serves as Dissemination Agent for the Issuer and receives a separate annual fee for performance of such services.

Section 7. From time to time, Bass Berry & Sims PLC has represented Raymond James on matters unrelated to the Issuer and may continue to do so in the future.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY CAUSED THIS PROJECT AMENDMENT to be signed and sealed by their respective authorized officers this _____ day of _____ 2020.

CITY OF WHITE HOUSE, TENNESSEE

By: _____
Name: Mike Arnold
Title: Mayor

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Name: Richard T. Dulaney
Title: Managing Director
Public Finance // Debt Investment Banking

STATE OF TENNESSEE)

COUNTY OF SUMNER)

I, Derek Watson, certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August , 2020, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to federally taxable General Obligation Refunding Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality this_____day of_____,
2020.

City Recorder

(SEAL)

28590995.2

ORDINANCES....

Public Services Department

Memo

To: Board of Mayor and Alderman
From: Andy Cieslak, DPS
Date: June 2, 2020
Re: Request to Amend Stormwater Ordinance Chapter 20

I am requesting that the Mayor and Board of Alderman approve an addition to the Stormwater Ordinance Chapter 20-107. This addition is proposed to preserve the integrity of the City's stormwater infrastructure and improve water quality by incorporating both the natural environment and engineered systems to help reduce flooding in residential areas.

The effective date for this Fence Ordinance revision would be July 1, 2020. The requested change is as follows:

Chapter 20, Section 120-107 (5), to be entitled, **"Residential Accessory Structures"**, stating that permits shall be required for new fence installations. Lots will require pre and post inspections as well as approval by the Stormwater department and Planning/Codes department respectively. Ordinance shall read be as follows:

Private property structures, such as a fence, shed, etc., shall not impede the natural infiltration of surface water or flow of stormwater runoff per Subdivision Regulations Subsection 4-106.1 All lots shall make adequate provisions for stormwater or floodwater to run-off in the appropriate channels or basins. Activities that include but are not limited to the filling, obstructing, blocking, altering, or loitering of any kind within the easement is strictly prohibited. Maintenance of any structures on private property is the responsibility of the landowner. Furthermore, City will not be responsible for the replacement or re-installation of such structures to perform stormwater mitigation where obstructions have been identified to be within the ROW / drainage easement.

A fee of \$25 will be assessed for each permit. All fences require approval compliant with design standards. Fence plan/permits shall not be required for maintenance of an existing fence unless the height, materials, and/or opacity of the fence is being modified. HOA regulations are not enforceable by the City. Any persons who have constructed a fence prior to the issuance of a permit will be responsible for the removal of the structure in order for the City to perform ditch maintenance. A release of liability form must be signed by the homeowner for any violation or misappropriation of this ordinance. This city must be notified if ownership changes.

If you have any questions, please call me at 615-672-3654.

Andy Cieslak
Director of Public Services

Cc: Aujuah Jackson
Stormwater Manager

ORDINANCE 20-14

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 18, CHAPTER 4 STORMWATER MANAGEMENT, SECTION 18-407.

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 18, Chapter 4 STORMWATER MANAGEMENT, Sections 18-407 be amended from the Municipal Code as follows:

TITLE 18: WATER AND SEWERS
CHAPTER 4: STORMWATER MANAGEMENT
SECTIONS: 18-407

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

Section 18-407.5 to be entitled, "Requirements for Residential Accessory Structures"

(5) Any residential accessory structure, such as a fence, shed, etc. shall require pre and post inspections and approval by the stormwater manager prior to construction. These private property structures shall not impede the natural infiltration of surface water or flow of stormwater runoff per Subdivision Regulations Subsection 4-102.8, 106.1 and Stormwater Ordinance 18-405.

- a) A fee of \$25 will be assessed for each permit. All fences require approval compliant with design standards. Fence plan/permits shall not be required for maintenance of an existing fence unless the height, materials, and/or opacity of the fence is being modified. HOA regulations are not enforceable by the City. Any persons who have constructed a fence prior to the issuance of a permit will be responsible for the removal of the structure in order for the City to perform ditch maintenance. A release of liability form must be signed by the homeowner for any violation or misappropriation of this ordinance. This city must be notified if ownership changes.*
- b) All lots shall make adequate provisions for stormwater or floodwater to run-off in the appropriate channels or basins. Activities that include but are not limited to the filling, obstructing, blocking, altering, or loitering of any kind within the easement is strictly prohibited.*
- c) Maintenance of any structures on private property is the responsibility of the landowner.*
- d) The City will not be responsible for the replacement or re-installation of such structures to perform stormwater mitigation where obstructions have been identified to be within the ROW / drainage easement.*

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 16, 2020 PASSED

Second Reading: August 20, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE NO. 20-15

**AN ORDINANCE TO AMEND THE ZONING MAP FROM ROBERTSON
COUNTY RURAL RESIDENTIAL TO SRPUD, SUBURBAN RESIDENTIAL
PLANNED UNIT DEVELOPMENT ON PINSON LANE**

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

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

WHEREAS, The City of White House Regional Planning Commission on Monday June 8, 2020 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. That the City of White House Zoning Map be amended from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

143.33 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 096, PARCEL 141 AND 145. PROPERTY IS LOCATED ON PINSON LANE AND CROSS PLAINS RD. **"EXHIBIT A"**.

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 16th, 2020 PASSED

Second Reading: August 20th, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 20-15
"EXHIBIT A"



CHOATE PROPERTY

PRELIMINARY MASTER DEVELOPMENT PLAN



General Notes

- The proposed project site is located at the northeast corner of the intersection of Cross Plains Road and Pinson Lane in the City of White House, Robertson County, TN. The approximately 143.33-acre site consists of two parcels, identified as Parcels 141.00 and 145.00 as shown on Robertson County Tax Map 95.
- Transportation routes including streets, driveways, sidewalks, and off-street parking areas are shown on this plan.
- A traffic study was performed by a licensed engineer and has been submitted to the City of White House for review.
- This plan shows single-family detached homes and an amenity center. The single-family homes are up to 40'-10" in width and up to 24'-1" in depth with a roof ridge line at a maximum of 35'. Front, side, and rear elevations throughout the community will consist of brick, veneer stone, and/or hardboard type siding. All elevations will be wrapped from grade to finished floor height in brick. Cornice material shall be metal wrapped or cement fiber. Roofing material will be composite shingles. Foundations shall be concrete slab on grade. Slabs elevated with CMU block and added fill, crawl or basements (only in limited locations) depending on surrounding grades.
- The plan shows 350 single-family detached lots. The overall density of the project is 2.44 units per acre. Assuming 2.75 residents per household, the community would have a population of 963 residents.
- Approximately 2.0 acres of the development will be dedicated to an amenity center. The common open space, including the amenity center, is 61.50 acres, which equates to 42.9% of the site.
- Coordination is ongoing with the City of White House regarding sanitary sewer service and White House Utility District regarding water/fire service. It has been determined that availability of water and sewer is adequate. The siting of water and sanitary infrastructure will be coordinated with the City of White House and White House Utility District during the Final Master Development Plan phase.
- The site plan was largely influenced by the presence of the existing gas transmission line right-of-way, ephemeral wet weather conveyances, and streams. The site is lightly wooded with most trees located near the steeper slopes of the wet weather conveyances and streams from the center to the northern limit of the project where agricultural activities have not occurred. Major landscaping features, including entry signage/plantings, landscaping for the amenity center, and common area landscaping is shown on the plan.
- Sanitary waste will be treated by the City of White House sewer treatment plant. Storm water will be handled on site through the use of water quality/detention ponds and will meet State and local requirements.
- Please see the plan for the site location map and street interconnectivity.
- A site data table can be found on the plan.
- Current ownership is in the form of a Limited Liability Company consisting of two individuals, both of which have signed and consented to the Planning Commission Application included with the submittal.
- A homeowners' association will be formed to regulate, govern and enforce the community architectural design standards and to oversee, maintain and manage the common spaces and amenity. Draft Covenants, Conditions & Restrictions (CC&Rs) have been provided as part of the submittal. Typical proposed easements for public utilities are shown on the preliminary plan and will be revised as needed during construction document review.
- Land development is expected to commence in late 2020 or early 2021 depending on entitlement and permitting timelines. Final project close-out is expected to occur 4-5 years after sales begin.
- The PMDP, or portions thereof, will be submitted upon approval of the PMDP.
- The filing and review fees are included with this plan submittal.
- Pulte Homes Tennessee Limited Partnership will be self-financing the purchase of the property, land development activities and individual home construction.

DEVELOPMENT SUMMARY/SITE DATA

PROJECT NAME: CHOATE PROPERTY
MAP/PARCEL: MAP 95, PARCELS 141 & 145
SITE ADDRESS: 3416 PINSON LANE
WHITE HOUSE, TN 37188

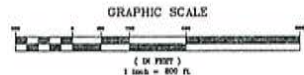
TOTAL AREA: 143.33 ACRES ±
RESIDENTIAL AREA: 61.58 ACRES ± (43.0%)
OPEN SPACE AREA: 61.50 ACRES ± (42.9%)
R.O.W. AREA: 20.25 ACRES ± (14.1%)
TOTAL LOTS: 350

EXISTING USE: UNDEVELOPED/
AGRICULTURAL
EXISTING ZONING: ROBERTSON COUNTY AG-2
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING: SRPUD

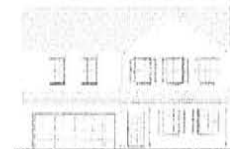
LOT SETBACK DATA:
MINIMUM FRONT SETBACK: 35'
MINIMUM REAR SETBACK: 15'
MINIMUM SIDE SETBACK: 10'
MINIMUM CORNER SIDE SETBACK: 15'

DEVELOPER:
PULTE HOMES TENNESSEE LIMITED PARTNERSHIP
370 MALLORY STATION ROAD, SUITE 500
FRANKLIN, TN 37067
CONTACT: DAVE CUMMING
(224) 402-5607

APPLICANT:
THOMAS & HUTTON
615 MAIN STREET
NASHVILLE, TN 37206
CONTACT: JON CLAXTON, PE
(615) 349-4766



SINGLE FAMILY "A"



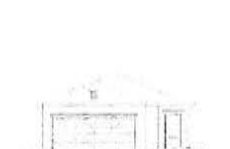
SINGLE FAMILY "B"



SINGLE FAMILY "C"



SINGLE FAMILY "D"



SINGLE FAMILY "E"



SINGLE FAMILY "F"

PRELIMINARY MASTER DEVELOPMENT PLAN

CHOATE PROPERTY

WHITE HOUSE, TN

PREPARED FOR:

PULTE HOMES

PREPARED BY:

THOMAS & HUTTON

1111 Main Street • Suite 100
Nashville, TN 37206 • 615.349.4766
www.thomashutton.com

DATE: 10/1/2019
BY: JCH
CHECKED: JCH
DATE: 10/1/2019

ORDINANCE 20-16

AN ORDINANCE TO AMEND THE ZONING MAP FROM C-1 CENTRAL BUSINESS DISTRICT TO NCRPUD, NEIGHBORHOOD CENTER RESIDENTIAL PLANNED UNIT DEVELOPMENT ON HWY 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 Regional Planning Commission on Monday July 13, 2020 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. That the City of White House Zoning Map be amended from C-1 Central Business District to NCRPUD, Neighborhood Center Residential Planned Unit for the property included in "EXHIBIT A" and described as follows:

1.28 ACRES ARE REFERENCED AS PART OF SUMNER COUNTY TAX MAP 086.01, PARCELS 085.01.
PROPERTY IS LOCATED AT HWY 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: August 20, 2020

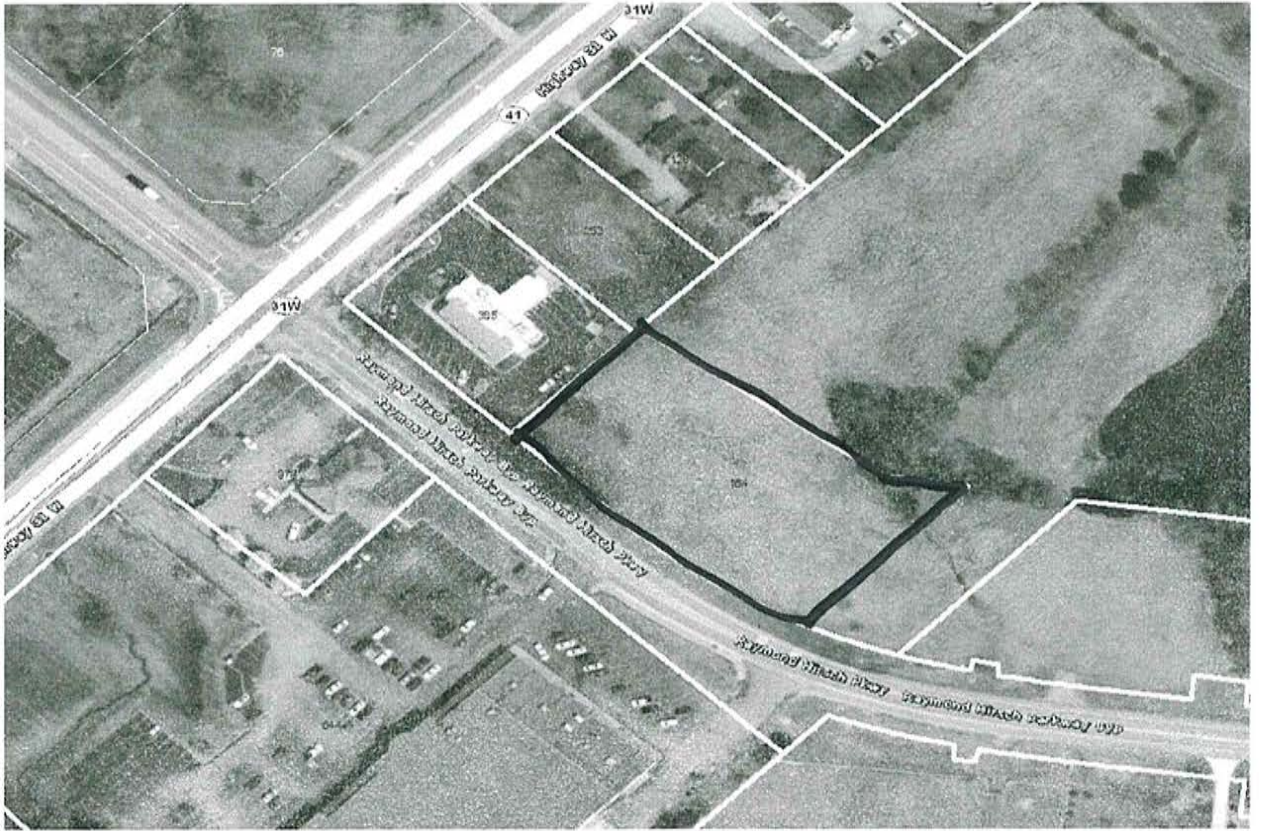
Second Reading: September 17, 2020

Michael Arnold, Mayor

ATTEST:

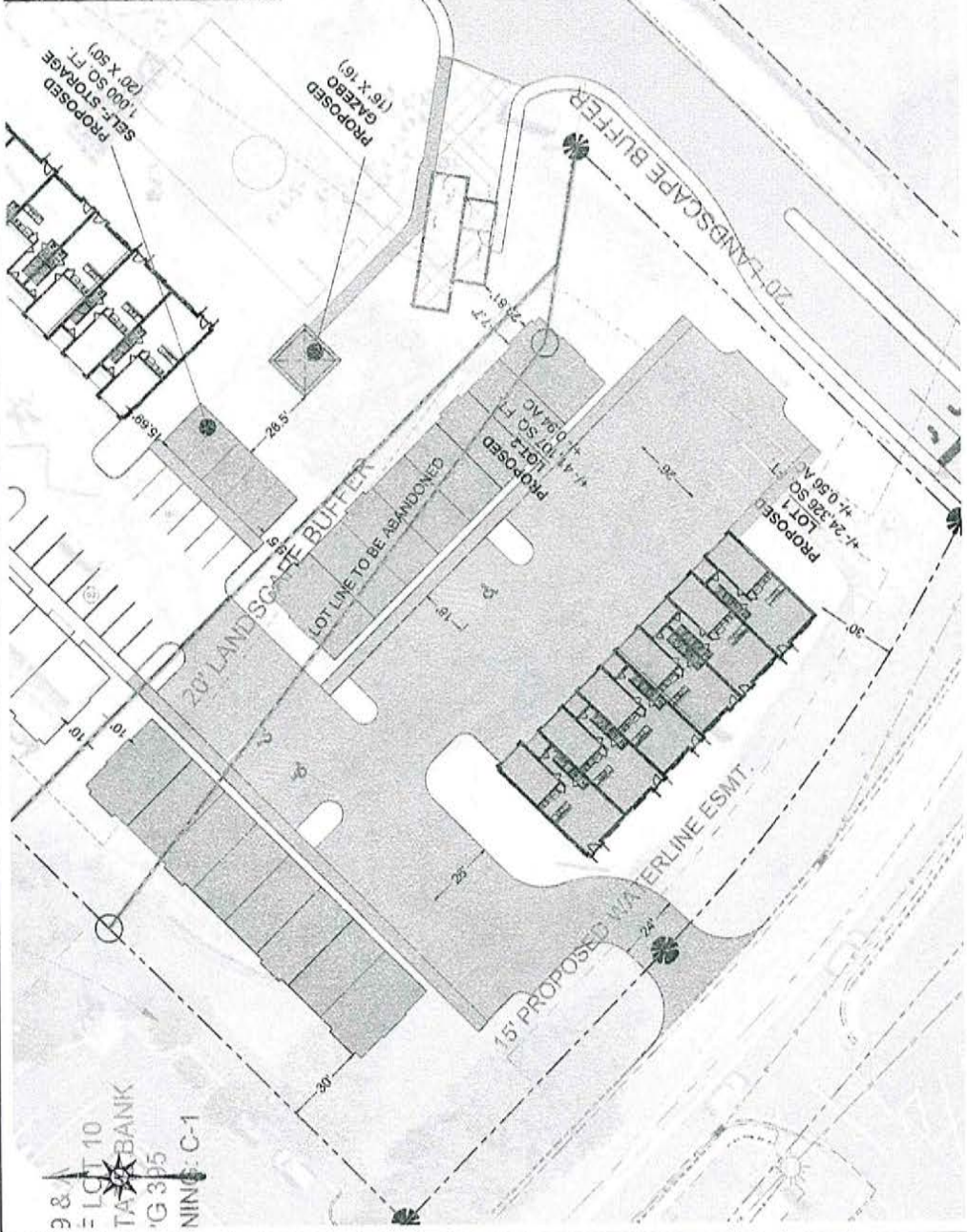
Derek Watson, City Recorder

ORDINANCE 20-16
"EXHIBIT A"



DEVELOPMENT SUMMARY:

ZONING : PUD
 *AMEND PUD TO ADD ADDITIONAL ACREAGE
 PROPOSED ADDITIONAL STORAGE BUILDING SPACE:
 1,000 SQ. FT. BUILDING
 EACH UNIT IS 10' X 20' = 200 SQ. FT.
 UNIT TOTAL = 5 STORAGE UNITS
 PROPOSED RESIDENTIAL UNITS
 2 BEDROOM UNITS = 22
 PARKING REQUIRED: 2 SPACES PER 2 BEDROOM UNITS
 44 SPACES REQUIRED
 PARKING PROVIDED:
 46 SPACES PROVIDED

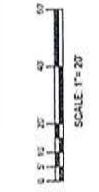


9 & 10
 TA BANK
 'G 305
 NINE: C-1



CONCEPT 10-B

WHITE HOUSE VILLAGE
 TOWNHOUSES
 WHITE HOUSE, TN



DATE: 05/11/2020
 SCALE: 1" = 20'
 DRAWING BY: B. MOHAMED
 FILE PATH: Z:\STED\DEV\2015\WHITE_

ORDINANCE 20-17

AN ORDINANCE TO AMEND THE ZONING MAP FROM R-20 LOW DENSITY RESIDENTIAL TO SRPUD, SUBURBAN RESIDENTIAL PLANNED UNIT DEVELOPMENT AND NCRPUD, NEIGHBORHOOD CENTER RESIDENTIAL PLANNED UNIT DEVELOPMENT ON TYREE SPRINGS RD

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

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

WHEREAS, The City of White House Regional Planning Commission on Monday July 13, 2020 reviewed and approved the rezoning request; and,

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

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

150.7 ACRES ARE REFERENCED AS PART OF SUMNER COUNTY TAX MAP 096, PARCELS 5.00, 5.01 AND 9.00. PROPERTY IS LOCATED AT 605,618 & 629 TYREE SPRINGS RD.

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: August 20, 2020

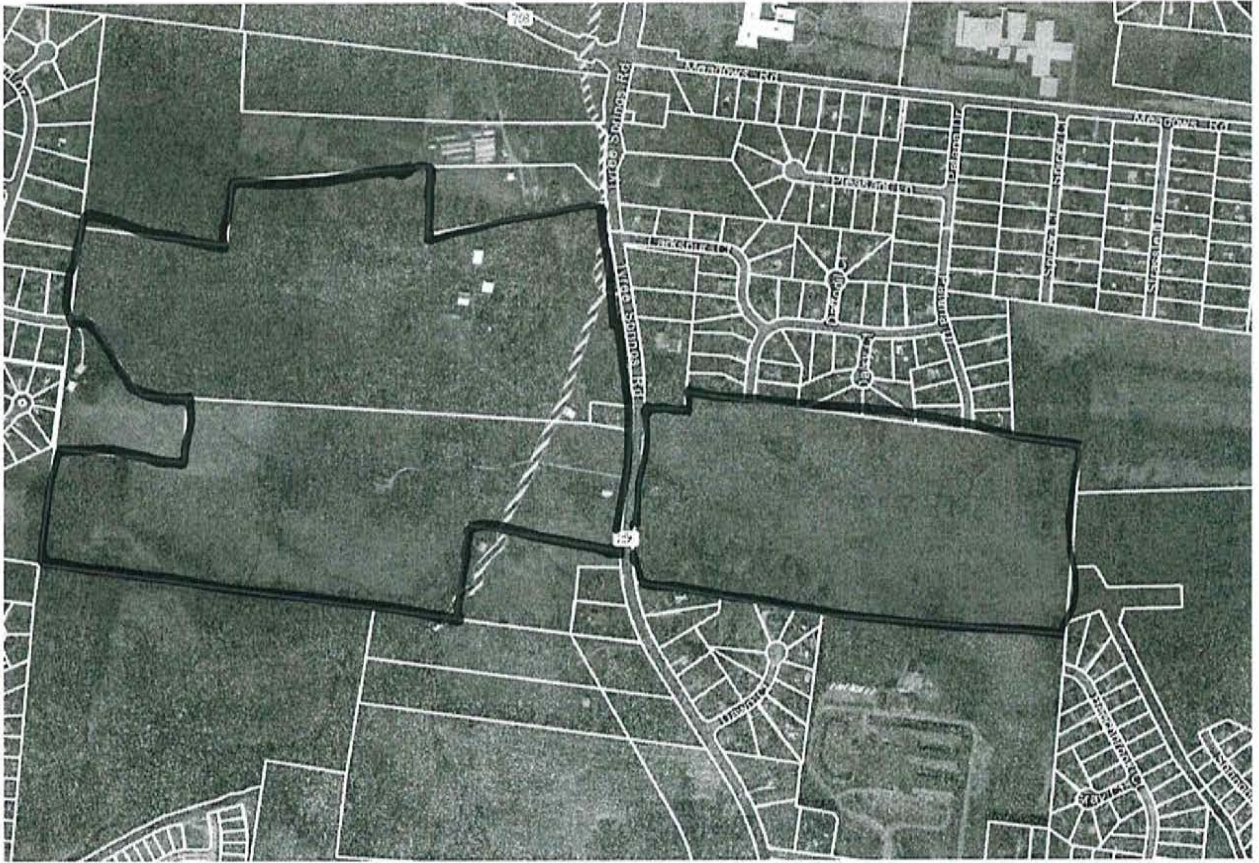
Second Reading: September 17, 2020

Michael Arnold, Mayor

ATTEST:

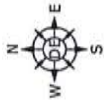
Derek Watson, City Recorder

ORDINANCE 20-17
"EXHIBIT A"



Revisions:

Drawing Notes:



Scale 1" = 200'
Site Area = 145.3 Acres

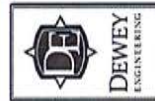
DEVELOPER
Charm Oak Development
Contact: Charm Oak
Address: 201 Letterman Road
Raleigh, NC 27604
Phone: (919) 584-2321

ENGINEER
Dewey Engineering
Contact: Robert Dewey, PE
Address: 2025 Berry Hill Drive
Raleigh, NC 27604
Phone: (919) 584-2321
Email: robert@dewey-engineering.com

FLOOD NOTE
A portion of this property is located within a Flood Hazard Area as indicated by Zone "AE" on FEMA Flood Map No. 17180C02350C.
Date: April 17, 2022.

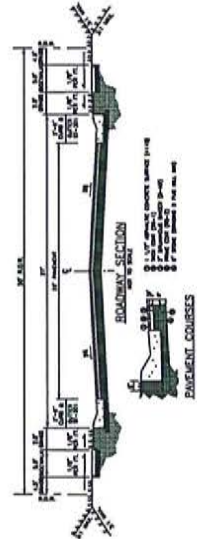
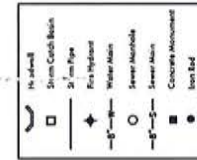
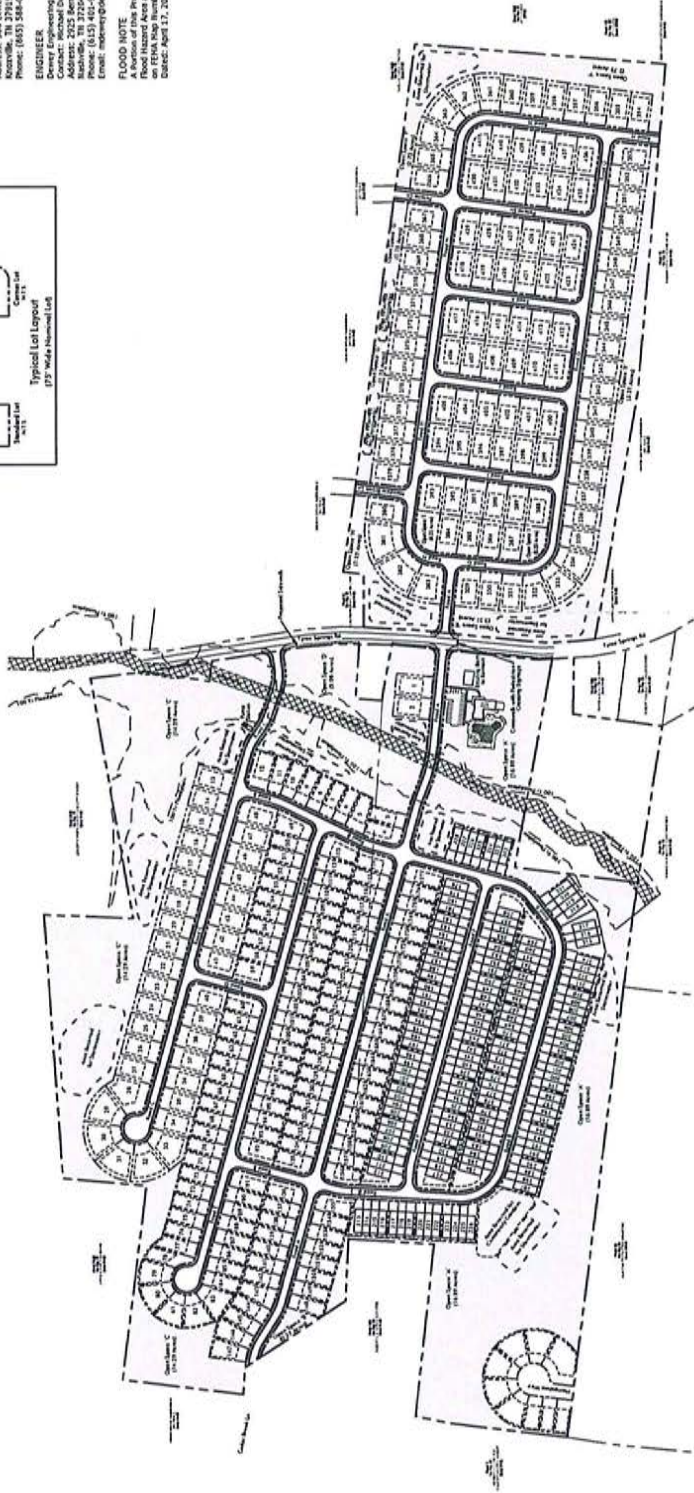
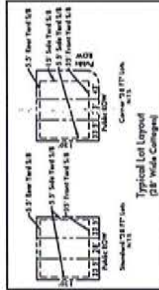
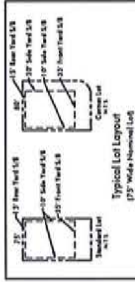
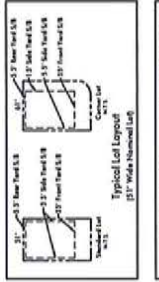
605, 618, & 629 Tyree Springs Road Preliminary Master Plan Being Parcels 5.00, 5.01, & 9.00 on Tax Map 96 White House, Robertson County, Tennessee

Date: June 28, 2022



Overall
Layout Plan

Job No. 200110
C1.0
2 of 3



ORDINANCE 20-18

**AN ORDINANCE TO AMEND THE ZONING MAP FROM C-2 GENERAL COMMERCIAL TO, C-1R
CENTRAL SERVICE DISTRICT GATEWAY INFILL COMMERCIAL INFILL ON BYRUM DR**

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

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

WHEREAS, The City of White House Regional Planning Commission on Monday June 8, 2020 reviewed and approved the rezoning request; and,

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

SECTION 1. That the City of White House Zoning Map be amended from C-2 General Commercial to C-1R Central Service Gateway Infill for the property included in "EXHIBIT A" and described as follows:

26.15 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 106, PARCEL 66.00 AND TAX MAP 096, LOCATED ON BYRUM DRIVE.

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: August 20, 2020

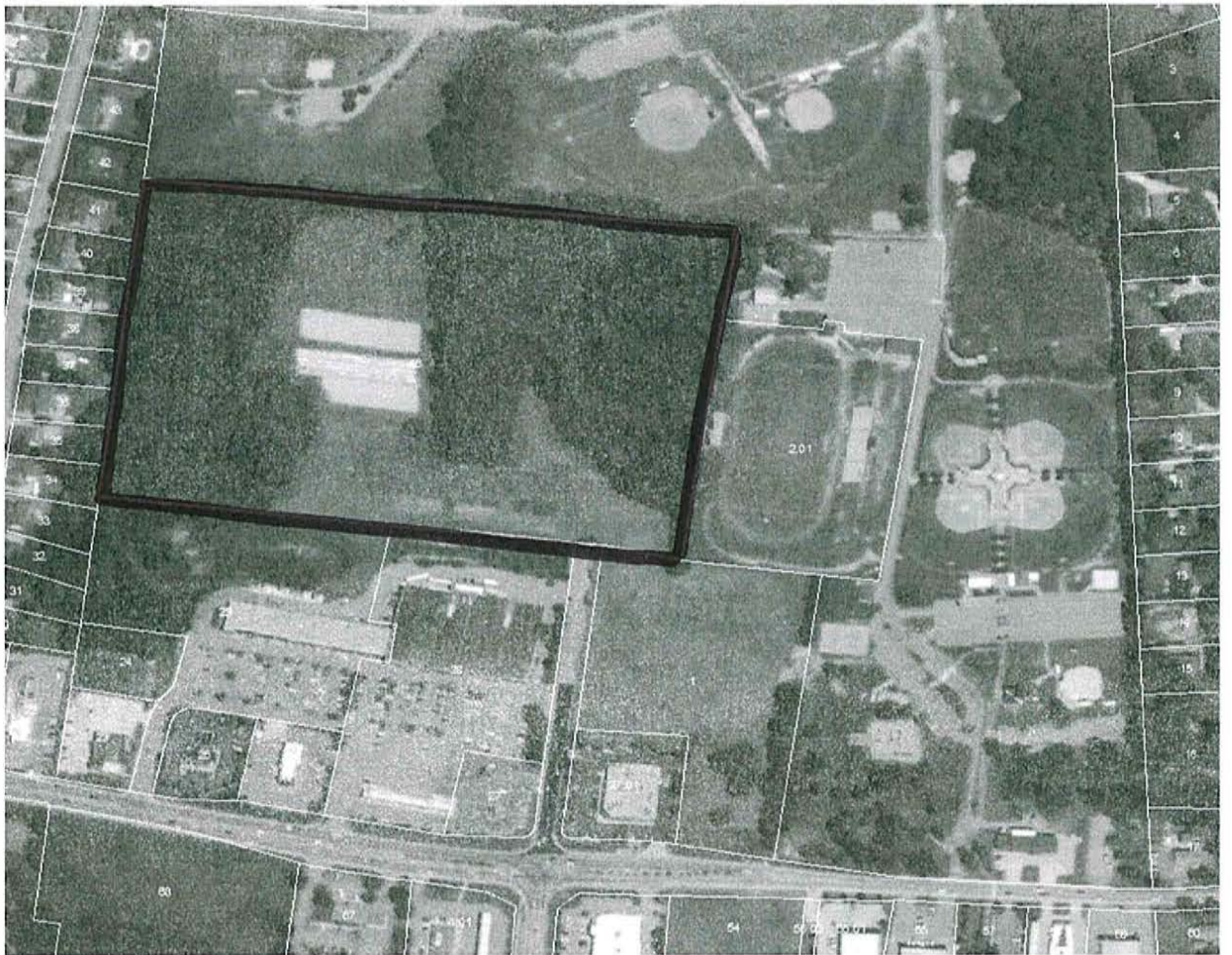
Second Reading: September 17, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 20-18
"EXHIBIT A"



ORDINANCE 20-19

**AN ORDINANCE TO DE-ANNEX CERTAIN TERRITORIES WITHIN THE CORPORATE
BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

WHEREAS, a public hearing before this body will be held the 17th day of September 2020, and notice thereof published in the White House Connection on September 1, 2020; and

WHEREAS, application from the property owner to de-annex the below mentioned property from the City limits; and

WHEREAS, the Robertson County Planning Office has agreed to this de-annexation; and

WHEREAS, the de-annexation of such territories is deemed necessary for the welfare of the property owner thereof and of the City as a whole;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be de-annexed and removed from the corporate boundaries of the City of White House:

Robertson County Tax Map 96, Parcel 49.00

The property located on Parcel 49.00, Robertson County Tax Map 96 contains 5.81 acres, more or less, located on HWY 31W.

BE IT FURTHER ORDAINED that the attached map is made exhibit to this ordinance.

This ordinance shall become effective upon publication of final reading and thirty (30) days upon final reading, the public welfare requiring it.

First Reading: August 20, 2020

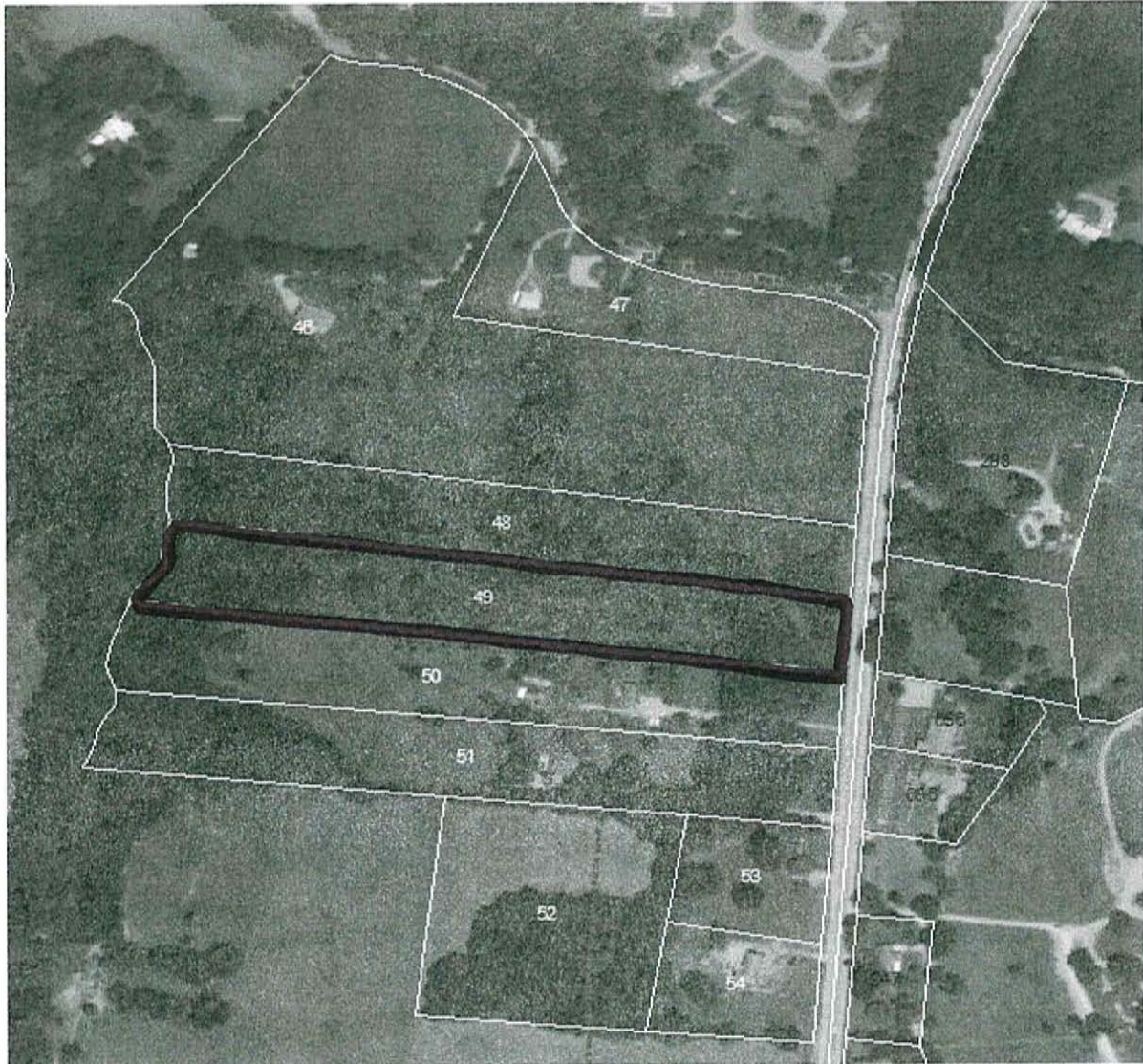
Second Reading: September 17, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 20-19
"EXHIBIT A"



ORDINANCE 20-20

**AN ORDINANCE TO DE-ANNEX CERTAIN TERRITORIES WITHIN THE CORPORATE
BOUNDARIES OF THE CITY OF WHITE HOUSE, TENNESSEE.**

WHEREAS, a public hearing before this body will be held the 17th day of September 2020, and notice thereof published in the White House Connection on September 1, 2020; and

WHEREAS, application from the property owner to de-annex the below mentioned property from the City limits; and

WHEREAS, the Robertson County Planning Office has agreed to this de-annexation; and

WHEREAS, the de-annexation of such territories is deemed necessary for the welfare of the property owner thereof and of the City as a whole;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Tennessee that the territories described below be de-annexed and removed from the corporate boundaries of the City of White House:

Robertson County Tax Map 96, Parcel 48.00

The property located on Parcel 48.00, Robertson County Tax Map 96 contains 5.66 acres, more or less, located on HWY 31W.

BE IT FURTHER ORDAINED that the attached map is made exhibit to this ordinance.

This ordinance shall become effective upon publication of final reading and thirty (30) days upon final reading, the public welfare requiring it.

First Reading: August 20, 2020

Second Reading: September 17, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 20-20
"EXHIBIT A"



PURCHASING....

August 12, 2020

MEMORANDUM

To: Board of Mayor and Aldermen
From: Derek Watson, Administrative Services Director
Re: Purchasing the City Administrator a new vehicle

The City Administrator is currently driving a 2008 Impala. Over the years, the maintenance cost have increased significantly and the functionality of the vehicle has not been suitable in most situations.

I am requesting the Board to approve the purchase of a new 2020 Ford Explorer AWD vehicle for the City Administrator. The purchase will be made off Statewide Contract #209 in the amount of \$28,780.00. The Administration Department budgeted \$30,000 for a new vehicle in the FY21 CIP which makes this project under budget.

If approved, the current City Administrator car will be added to the Administration Department's fleet for City employees to use around town for City business.

If you have any questions or concerns, please feel free to contact me at 615-672-4350 ext. 2111.

SWC # 209
Lonnie Cobb Ford Contract #64473

2020 Explorer 4dr 4x4 Base (K8B)

Price Level: 35



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 02/24/2020



Lonnie Cobb Ford | 1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK
02/24/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Explorer 4dr 4x4 Base (K8B)

Price Level: 35

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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Accessories

Distance	36,000 miles	Months	36 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

02/24/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Explorer 4dr 4x4 Base (K8B)

Price Level: 35

As Configured Vehicle

Code	Description	MSRP
K8B	Base Vehicle Price (K8B)	\$34,765.00
100A	Equipment Group 100A	N/C
	Includes:	
	- Engine: 2.3L EcoBoost I-4	
	Includes auto start-stop technology.	
	- Transmission: 10-Speed Automatic w/SelectShift	
	Includes Active Transmission Warm-Up (ATWU).	
	- 3.58 Non-Limited-Slip Rear Axle Ratio	
	- GVWR: 6,160 lbs	
	- Tires: P255/65R18 AS BSW	
	Includes mini spare.	
	- Wheels: 18" Painted Aluminum	
	- Cloth Captain's Chairs	
	Includes 8-way power driver's seat with power recline, 4-way manual front passenger seat with fore/aft and recline and 4-way manually adjustable driver and front passenger head restraints.	
	- Radio: AM/FM Stereo	
	Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 6 month prepaid subscription. Service is not available in Alaska and Hawaii.	
	- FordPass Connect	
	Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford , remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only; FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673).	
	- SYNC 3 Communications & Entertainment System	
	Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 smart-charging multimedia USB port in the media hub.	
99H	Engine: 2.3L EcoBoost I-4	Included
	Includes auto start-stop technology.	
44T	Transmission: 10-Speed Automatic w/SelectShift	Included
	Includes Active Transmission Warm-Up (ATWU).	
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included
STDGV	GVWR: 6,160 lbs	Included
STDTR	Tires: P255/65R18 AS BSW	Included
	Includes mini spare.	
STDWL	Wheels: 18" Painted Aluminum	Included
7	Cloth Captain's Chairs	Included
	Includes 8-way power driver's seat with power recline, 4-way manual front passenger seat with fore/aft and recline and 4-way manually adjustable driver and front passenger head restraints.	
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

02/24/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Explorer 4dr 4x4 Base (K8B)

Price Level: 35

As Configured Vehicle (cont'd)

Code	Description	MSRP
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	<p>SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming.</p> <p><i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio with a 6 month prepaid subscription. Service is not available in Alaska and Hawaii.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - FordPass Connect - Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673). - SYNC 3 Communications & Entertainment System - Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 smart-charging multimedia USB port in the media hub. 	
16N	Front & Second Row Floor Liners	\$120.00
425	50 State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.	
7N_01	Sandstone	N/C
YZ_01	Oxford White	N/C
SUBTOTAL		\$34,885.00
Destination Charge		\$1,195.00
TOTAL		\$36,080.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

02/24/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Explorer 4dr 4x4 Base (K8B)

Price Level: 35

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$34,765.00
Options & Colors	\$120.00
Upfitting	\$0.00
Destination Charge	\$1,195.00

Subtotal	\$36,080.00
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Pre-Tax Adjustments

Code	Description	
fleet discount	fleet discount	-\$7,300.00

Total	\$28,780.00
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allow 12 - 16 weeks for delivery

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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 & Code

Date: 8/20/2020

Re: Request to Purchase 2020 Dodge Ram Vehicle for Building Inspections

On this date, I am requesting that the Mayor and Board of Alderman approve the purchase of a 2020 Dodge Ram Vehicle for the purpose of building inspections.

The 2020 Dodge Ram is a Planning and Codes approved project.

The equipment will be purchased using Statewide Contract 209/64423 and vendor #. The updated vehicle quote from this project is \$28,989.35; The vehicle will have safety features, including hands free phone use and safety lights in the bumper and grill of the vehicle. The budgeted amount in the CIP is \$33,475.00.

I've attached the "Statewide Quote" from Chrysler-Dodge-Jeep-Ram of Columbia for your review and consideration. Should you have any questions regarding this request, please call me at

Please call or email with any questions regarding this request.

615-672-4350 Ext 2119

Ceagus Clark
Director, Planning and Codes



QUOTE

Number RXRYQ2523

Date Jul 24, 2020

106 S. James Campbell Blvd, Columbia, TN 38401
t. 615-631-1248 f. 888-628-4003

Sold To

White House
Ceagus Clark
White House, TN

Ship To

White House
Ceagus Clark
White House, TN

Your Sales Rep

Rodney L. King Sr.
Cell: (615) 631-1248
Fax: (888) 628-4003
rking@cdjrcolumbia.com

Phone (615) 672-4350
Fax

Phone (615) 672-4350
Fax

This vehicle is not a PPV, it is a SSV (Special Service Vehicle).

Vehicles are on the ground.

The exterior color chosen will affect the total price of the truck. White or Red are no charge. All other colors are \$100 to \$200 higher.

Terms		P.O. Number	Ship Via	
Net 30 Days		Required	Ground	
Line	Qty	Description	Unit Price	Ext. Price
1		Statewide Contract #209 - 56442		
2	1	2020 Ram 1500 V8 (SSV) Crew 4 Wheel Drive, including: 5.7L V8 Hemi Engine 8-Spd Automatic Transmission 4 wheel Drive Cloth Front and Vinyl Rear Seat 4 Sets of Keys Power Windows Power Locks ParkView Rear Back-up Camera Tow Package Interior Color: Gray The Spray In Liner is not part of the statewide contract pricing. See the list of standard features for more information	\$26,365.00	\$26,365.00
3		Running SubTotal		\$26,365.00
4		Factory Selected Options		
5	1	Exterior Color: Bright White	\$0.00	\$0.00
6		2020 SSV Colors currently on order: Bright White Clear Coat \$0 Diamond Black Crystal P/C \$100 Granite Crystal Met. Clear Coat \$200		

Line	Qty	Description	Unit Price	Ext. Price
7	1	Spray In Liner	\$200.00	\$200.00
8	1	Cloth Front 40/20/40 Vinyl Rear Seat	\$45.00	\$45.00
9	1	Chrome Appearance Package, including: Bright Rear Bumper GVW Rating - 6900# 17X7.0 Aluminum Wheels Bright Grille Bright Front Bumper	\$695.00	\$695.00
10	1	Uconnect 3 with 5" Display, including: SiriusXM Satellite Radio Remote USB Port - Charge Only Media Hub (USB, Aux) Integrated Voice Command w/Bluetooth Rear View Day/Night Mirror Temperature & Compass Gauge	\$695.00	\$695.00
11		SubTotal		\$1,635.00
12		Running SubTotal		\$28,000.00
13		After-Market Emergency Equipment and Lighting		
14	4	Front and Rear Emergency Lighting, including: Micro Pulse Ultra LED Lights - 2 Amber lights in the grill and under the tail gate (total of 4 lights)	\$66.70	\$266.80
15	4	Front and Rear Emergency Lighting, including: Micro Pulse Ultra LED Lights - 2 White lights in the grill and under the tail gate (total of 4 lights)	\$66.70	\$266.80
16	1	Installation of Lights	\$448.50	\$448.50
17		SubTotal		\$982.10
18		Running SubTotal		\$28,982.10
19		Miscellaneous Items:		
20	1	Temp Tag	\$7.25	\$7.25
21		SubTotal		\$7.25
22		Running SubTotal		\$28,989.35
			SubTotal	\$28,989.35
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$28,989.35

Pricing Good For Current Model Year Only Subsequent Model Price May Vary
Vehicles Subject to Production by Fiat-Chrysler Automobiles
Production Lead Times Vary by Model & Options are subject to control by FCA Group



City of White House

Parks, Recreation & Cultural Arts

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

Kevin Whittaker
Director

Andrew Woodfin
Assistant Director

Linda Brooks
Office Administrator

Dustin Beck
Park Maintenance Supervisor

MEMORANDUM

Date: August 11, 2020

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

From: Kevin Whittaker, Director of Parks and Recreation

Re: Soccer Complex Renovation Design

The Soccer Complex Renovation was approved for this year's budget and we would like to start the design process as soon as possible in order to get the project started in the winter while soccer is inactive. CSR has offered its services on the project for a cost of \$67,200.00 and I am requesting approval.

Thank You



CSR Engineering Inc.
1116 Main Street
Pleasant View, TN 37146
Phone: (615) 212-2389
Fax: (615) 246-3815
www.csrengineers.com

July 21, 2020

CSR Engineering Proposal No. 2020-20

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

RE: PROPOSAL FOR ENGINEERING SERVICES FOR EXPANSION OF THE ANDERSON SOCCER COMPLEX- WHITE HOUSE, TN (SUMNER COUNTY)

Jerry,

CSR Engineering, Inc. is pleased to offer our professional services associated with a new soccer field and comprehensive lighting improvements in the Anderson Soccer Complex along 31W 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 **General Scope of Work**.

General Scope of Work

This project includes the necessary demolition, grading, drainage, irrigation, fencing, sodding and related design for a new soccer field. As part of this project, full site lighting analysis and design will occur for the existing five soccer fields. Final lighting installations for the five field improvements will be determined during the project development with the intent of maximized lighting standards and consistency of lighting on all fields as the construction budget allows. The project scope of work is further detailed as follows:

- Planimetric, Utility, Topographic & Lighting Survey for Design
 - Provide a survey of existing work limits, existing infrastructure, topography and utilities within the existing soccer complex
 - Provide photometric survey of current illumination levels on playing fields
- Prepare design plans for the new soccer field installation in accordance with applicable local regulations and recreational design requirements. Design will be submitted to the Administration and Parks Department for review and approval. Included on the plans will be:
 - Existing Layout;
 - Proposed Layout;
 - Proposed Grading and Drainage developed from drainage calculations;
 - Cross Sections;
 - EPSC Plan;
 - Landscape and Irrigation Plan;
 - Fencing and related Site Details.
- Prepare lighting design plans for the new soccer field and also evaluate, estimate and

prepare design plans to improve the lighting on the existing five soccer fields. Included in this design will be:

- Photometric modeling for existing conditions
 - Photometric layouts of multiple lighting improvement alternatives
 - Cost estimates for various improvement options
 - Final lighting plan photometric results, construction plans and inclusion with the overall project development and bid package
- Provide full-size (24x36) and half-size (11x17) hard copies (and digital) of the plans – for submittal to the City for review/approval.
 - Provide sealed full-size (24x36) and half-size (11x17) hard copies of the final plans that include modifications after City review defined above – submitted to authorities accordingly.
 - Attend necessary City/Utility/Bidding coordination meetings to represent the City.

Permits and Final Bid Documents – TNCGP & SWPPP

- Develop Stormwater Pollution Prevention Plan (SWPPP) in accordance with TDEC regulations and as required for the project construction.
- Complete and submit the Tennessee Construction General Permit (TNCGP) on behalf of the City and include the SWPPP as defined above.
- Develop final bid documents for City solicitation and award process

Additional Scope of Work

- Provide assistance during bidding, award and contracting procedures as requested by the City
- Provide construction services during project 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 infrastructure

Services provided will be limited to the detailed scope of work written above. This proposal does not include any utility design, construction engineering and inspection nor any fees charged by state or local departments for plans review.

Any subsequent engineering services (such as sidewalk additions, retaining walls, stream or wetland determinations, geotechnical explorations, additional meeting requirements, or additional permit requirements) discovered by the City, CSR Engineering or others (during Design or Permit process or change in scope of work) will be included in later proposals.

The fee for these services will be a lump sum as shown below.

Engineering Cost Breakdown

I - Survey & Existing Lighting Conditions	\$	5,800.00
II - Analysis, Design & Construction Plans	\$	57,000.00
III - Permits & Final Bid Documents	\$	4,400.00
Total		\$ 67,200.00
IV - Bidding/Construction Services (as requested)	Standard Hourly Rates	
V - As-builts, GIS Mapping (as requested)	Standard Hourly Rates	

The fee for these professional services as described by this proposal will be a lump sum fee of \$67,200.00. Bills will be submitted monthly based on the progress made according to the phased tasks described above.

Not included in the scope of work are geotechnical investigation, environmental services other than those listed, off-site utility design, testing, nor specified additional services, unless directed. CSR Engineering, Inc. will provide these proposed services in accordance with Exhibit A, General Terms and Conditions, which is attached and made a part of this Letter Agreement.

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.

Sincerely,



Jason Reynolds, PE
Project Manager

Accepted by: _____ Date _____
Gerald Herman

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.

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.

August 12, 2020

MEMORANDUM

To: Board of Mayor and Aldermen
From: Derek Watson, City Recorder
CC: Gerald Herman, City Administrator
Re: Community Event Center Bid Award

Bids for the Community Event Center Project will not be opened until 2 pm on Tuesday, August 18th. I will send out the bid information via email and/or have the documents at your seat on August 20th meeting for project award.

If you have any questions or concerns, please contact City Administrator Gerald Herman or myself.

OTHER
BUSINESS...

August 3, 2020

MEMORANDUM

To: Board of Mayor and Aldermen
From: Derek Watson, City Recorder
Re: Board Appointments

Listed below are the board replacements for FY20. Mayor Arnold has contacted each individual and they have agreed to serve. Mayor Arnold requests that the Board approve his appointments.

New Appointments

Industrial Development Board

1. Michael Wall – June 2026

Library Board

1. Amanda Smith – June 2023

DISCUSSION ITEMS...

OTHER INFORMATION....

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of White House</u>
Address	<u>105 College Street</u>
	<u>White House, TN 37188</u>
Debt Issue Name:	<u>General Obligation Water Line Capital Outlay Note, Series 2020</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	<u>\$ 1,600,000.00</u>
Premium/Discount:	<u>\$ 0.00</u>

3. Interest Cost:	<u>2.4000 %</u>	<input checked="" type="checkbox"/> Tax-exempt	<input type="checkbox"/> Taxable
<input checked="" type="checkbox"/> TIC	<input type="checkbox"/> NIC		
<input type="checkbox"/> Variable:	Index _____ plus _____ basis points; or		
<input type="checkbox"/> Variable: Remarketing Agent	_____		
<input type="checkbox"/> Other:	_____		

4. Debt Obligation:		
<input type="checkbox"/> TRAN	<input type="checkbox"/> RAN	<input checked="" type="checkbox"/> CON
<input type="checkbox"/> BAN	<input type="checkbox"/> CRAN	<input type="checkbox"/> GAN
<input type="checkbox"/> Bond	<input type="checkbox"/> Loan Agreement	<input type="checkbox"/> Capital Lease
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").		

5. Ratings:	
<input checked="" type="checkbox"/> Unrated	
Moody's _____	Standard & Poor's _____ Fitch _____

6. Purpose:		
<input checked="" type="checkbox"/> General Government	<u>100.00 %</u>	BRIEF DESCRIPTION
<input type="checkbox"/> Education	_____ %	<u>Construction and installation of a waterline to new town ctr</u>
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:	
<input checked="" type="checkbox"/> General Obligation	<input type="checkbox"/> General Obligation + Revenue/Tax
<input type="checkbox"/> Revenue	<input type="checkbox"/> Tax Increment Financing (TIF)
<input type="checkbox"/> Annual Appropriation (Capital Lease Only)	<input type="checkbox"/> Other (Describe): _____

8. Type of Sale:	
<input type="checkbox"/> Competitive Public Sale	<input type="checkbox"/> Interfund Loan
<input type="checkbox"/> Negotiated Sale	<input type="checkbox"/> Loan Program
<input checked="" type="checkbox"/> Informal Bid	_____

9. Date:	
Dated Date: <u>07/23/2020</u>	Issue/Closing Date: <u>07/23/2020</u>

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$ 142,000.00	2.4000 %		\$	%
2022	\$ 146,000.00	2.4000 %		\$	%
2023	\$ 150,000.00	2.4000 %		\$	%
2024	\$ 154,000.00	2.4000 %		\$	%
2025	\$ 157,000.00	2.4000 %		\$	%
2026	\$ 162,000.00	2.4000 %		\$	%
2027	\$ 166,000.00	2.4000 %		\$	%
2028	\$ 170,000.00	2.4000 %		\$	%
2029	\$ 174,000.00	2.4000 %		\$	%
2030	\$ 179,000.00	2.4000 %		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 1,000	Bone McAllester Norton PLLC
Issuer's Counsel	\$	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$	
TOTAL COSTS	\$ 1,000	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☐ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin	15	TMBF Administration Fee
Other		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes☐ NoIf yes to either question, date that disclosure is due One year from fiscal year endName and title of person responsible for compliance Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

11/17/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSF:

on _____

either by:

☐ Mail to:

OR

☒ Email to:Cordell Hull Building
425 Fifth Avenue North, 4th Floor
Nashville, TN 37243-3400SLF.PublicDebtForm@cot.tn.gov**18. Signatures:**

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Mike Arnold

Title

Mayor

Firm

Mayor

Email

lmooningham@tmbf.net

Date