



CITY OF WHITE HOUSE  
*Board of Mayor and Aldermen Meeting*  
Agenda  
April 16, 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 March 19<sup>th</sup> Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Public Hearings
  - a. **Resolution 20-03:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, TN. *Second Reading*
  - b. **Ordinance 20-03:** An ordinance amending the Municipal Code Title 5, Chapter 1 Miscellaneous. *Second Reading*
  - c. **Ordinance 20-04:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees and Charges. *Second Reading*
  - d. **Ordinance 20-05:** An ordinance amending the Municipal Code Title 18, Chapter 5 Stormwater Utility Ordinance. *Second Reading*
  - e. **Ordinance 20-06:** An ordinance amending the Zoning Map from Sumner County AG-2 Agricultural to R-20 Low Density Residential for property on North Palmers Chapel Road and Fern Valley Road. *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 20-04:** 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 20-03:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, TN. *Second Reading*
- c. **Resolution 20-05:** An initial resolution authorizing the incurrence of indebtedness by the City of White House, Tennessee, of not to exceed \$2,750,000 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.
- d. **Resolution 20-06:** A 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 \$2,750,00; 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.

12. Consideration of the Following Ordinances:

- a. **Ordinance 20-03:** An ordinance amending the Municipal Code Title 5, Chapter 1 Miscellaneous. *Second Reading*
- f. **Ordinance 20-04:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees and Charges. *Second Reading*
- g. **Ordinance 20-05:** An ordinance amending the Municipal Code Title 18, Chapter 5 Stormwater Utility Ordinance. *Second Reading*
- h. **Ordinance 20-06:** An ordinance amending the Zoning Map from Sumner County AG-2 Agricultural to R-20 Low Density Residential for property on North Palmers Chapel Road and Fern Valley Road. *Second Reading*
- i. **Ordinance 20-07:** An ordinance amending the Zoning Map from I-1 Light Industrial to NCRPUD, Neighborhood Center Residential Planned Unit Development on Sage Road. *First Reading*

13. Purchasing:

- a. To approve or reject authorizing the City Administrator Gerald Herman, to enter into an agreement for the Fast Track Grant Water Line project. The City Administrator recommends approval.
- b. To approve or reject authorizing the City Administrator Gerald Herman, to enter into a three (3) year agreement with Windstream Holdings, Inc for an updated phone system. The Human Resources Director recommends approval.
- c. To approve or reject single source purchase for patrol car cameras from Digital Ally. The Police Chief recommends approval.
- d. To approve or reject authorizing City Administrator Gerald Herman, to enter into an agreement with Jacobs Engineering for the Wastewater Master Plan and Network Model Update. The Public Services Director recommends approval.

- e. To approve or reject authorizing City Administrator Gerald Herman, to enter into two separate agreements with Thomas E. Byrum Jr. to purchase two tracts of land for a future park. The City Administrator recommends approval.

14. Other Business:

- a. Town Center Water Line Project

15. Discussion Items:

- a. None

16. Other Information:

- a. None

17. Adjournment:

CITY OF WHITE HOUSE  
Minutes  
*Board of Mayor and Aldermen Meeting*  
March 19, 2020  
7:00 p.m.

1. Call to Order by the Mayor

Meeting was called to order at 7:07pm.

2. Prayer by Community Pastor

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

6. Approval of Minutes of the February 20<sup>th</sup> Study Session and Board of Mayor and Aldermen meeting

Motion was made by Ald. Bibb, second by Ald. Decker to adopt the minutes. A voice vote was called for with all members voting aye. **February 20<sup>th</sup> Study Session and Board of Mayor and Aldermen meeting minutes were approved.**

7. Welcome Visitors

Mayor Arnold welcomed all visitors.

8. Public Hearings

- a. **Ordinance 20-02:** An ordinance amending the fiscal budget for the period ending June 30, 2020.  
*Second Reading*

No one spoke for or against.

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

City Administrator Gerald Herman shared a thank you letter from the City of Mt. Juliet for the City's help in recovery efforts after the tornado earlier this month.

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 20-02:** A resolution approving certain amendments and revisions to the Internal Control Manual.

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Resolution 20-02 was passed.**

- b. **Resolution 20-03:** A resolution to annex certain territories and incorporate same within the corporate boundaries of the City of White House, TN.

Motion was made by Ald. Hutson, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Resolution 20-03 was passed on First Reading.**

12. Consideration of the Following Ordinances:

- a. **Ordinance 20-02:** An ordinance amending the fiscal budget for the period ending June 30, 2020. *Second Reading*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A roll call vote was requested by Mayor Arnold: Bibb - aye; Ald. Corbitt - aye; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 20-02 was approved on Second Reading.**

- b. **Ordinance 20-03:** An ordinance amending the Municipal Code Title 5, Chapter 1 Miscellaneous. *First Reading*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 20-03 was passed on First Reading.**

- c. **Ordinance 20-04:** An ordinance amending the Municipal Code Title 18, Chapter 3 Sewer Rates, Fees and Charges. *First Reading*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 20-04 was passed on First Reading.**

- d. **Ordinance 20-05:** An ordinance amending the Municipal Code Title 18, Chapter 5 Stormwater Utility Ordinance. *First Reading*

Motion was made by Ald. Decker, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 20-05 was passed on First Reading.**

- e. **Ordinance 20-06:** An ordinance amending the Zoning Map from Sumner County AG-2 Agricultural to R-20 General Commercial for property on North Palmers Chapel Road and Fern Valley Road. *First Reading*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A voice vote was called for with all members voting aye. **Ordinance 20-06 was passed on First Reading.**

13. Purchasing:

- a. To approve or reject authorizing the City Administrator Gerald Herman, to enter into a five (5) year agreement for Granicus to design and host the City's new website. The Administrative 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.**

- b. To approve or reject the authorizing the City Administrator Gerald Herman, to enter into an agreement with FTM Contracting in the amount of \$219,000 for the Visitors Center addition. The City Administrator 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. Promotion of Interim Fire Chief Patrick McLaughlin as the official Fire Chief.

Promotion ceremony for Fire Chief Patrick McLaughlin was postponed until the April Board of Mayor and Aldermen meeting.

15. Discussion Items:

- a. None

16. Other Information:

- b. None

17. Adjournment:

Meeting was adjourned at 7:15 pm.

ATTEST:

\_\_\_\_\_  
Michael Arnold, Mayor

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

**Administrative & Legislative Services Department**  
**March 2020**

**Administration**

City Administrator Gerald Herman attended the following meetings this month:

- March 02:
  - Americana Celebration Meeting
  - Staff Plan Reviews
- March 03: Beer Board Meeting
- March 04: Meeting with Mayor and Developer
- March 05:
  - Design Review Meeting
  - Leisure Services Meeting
- March 09:
  - Stormwater Advisory Board Meeting
  - Planning Commission Meeting
- March 10: Sumner County Jail Expansion
- March 11: BMA Budget Retreat – Day 1
- March 12:
  - BMA Budget Retreat – Day 2
  - Library Board Meeting
- March 17:
  - Meeting with Lennar Homes
  - COVID-19 Robertson County Conference Call
  - Board of Zoning Appeals Meeting
- March 18:
  - COVID-19 Discussion with Governor
  - Bond Discussion with Tennessee Municipal Bond Fund
  - COVID-19 Robertson County Conference Call
  - Economic Development Team Meeting
- March 19:
  - City COVID-19 Update Meeting
  - COVID-19 Robertson County Conference Call
- March 20: COVID-19 Robertson County Conference Call
- March 23:
  - City COVID-19 Update Meeting
  - COVID-19 Robertson County Conference Call
- March 24:
  - Stormwater Crew Leader Interviews
  - White House Property Discussion with TVA
  - COVID-19 Robertson County Conference Call
- March 25: COVID-19 Robertson County Conference Call
- March 26:
  - Commissioner Rolfe and the TNECD Teams for Statewide Call
  - COVID-19 Robertson County Conference Call
- March 25: COVID-19 Robertson County Conference Call
- March 30:
  - State of Emergency Discussion
  - Meeting with Dr. Billy Hobbs
  - COVID-19 Robertson County Conference Call
- March 31:
  - COVID-19 Discussion with Governor
  - COVID-19 Sumner County Discussion
  - COVID-19 Robertson County Conference Call



**Administrative & Legislative Services Department  
March 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 2019-2020.

<b>Budget</b>	<b>Budgeted Amount</b>	<b>Expended/Encumbered*</b>	<b>% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)</b>
General Fund	\$14,415,105	\$ 7,496,779	↓23.00
Industrial Development	\$277,000	\$ 273,181	↑23.61
State Street Aid	\$461,000	\$ 449,968	↑22.59
Parks Sales Tax	\$731,550	\$ 135,915	↓56.43
Solid Waste	\$1,028,270	\$ 782,321	↑1.07
Fire Impact Fees	\$42,500	\$ 42,500	↑24.99
Parks Impact Fees	\$18,000	\$ 17,999	↑24.98
Police Impact Fees	\$35,000	\$ 33,845	↑21.69
Road Impact Fees	\$80,000	\$ 80,000	↑24.99
Police Drug Fund	\$6,000	\$ 2,310	↓36.52
Debt Services	\$832,000	\$ 166,627	↓54.98
Wastewater	\$12,330,274	\$ 5,514,549	↓30.28
Dental Care	\$90,000	\$ 44,584	↓25.47
Stormwater Fund	\$1,064,511	\$ 543,552	↓23.94
Cemetery Fund	\$37,682	\$ 30,555	↑6.07

\*Expended/Encumbered amounts reflect charges from July 1, 2019 – June 30, 2020.

**Purchasing**

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

**Total Purchase Orders**

	<b>FY 2020</b>	<b>FY 2019</b>	<b>FY 2018</b>	<b>FY 2017</b>	<b>FY 2016</b>
July	269	346	362	327	279
August	106	151	166	175	166
September	98	126	119	120	133
October	97	91	147	91	140
November	78	120	125	135	166
December	58	72	104	83	105
January	81	122	177	178	158
February	93	119	113	140	163
March	107	131	142	136	181
April		138	185	120	134
May		129	121	153	175
June		50	52	92	103
<b>Total</b>	<b>987</b>	<b>1,595</b>	<b>1,813</b>	<b>1,750</b>	<b>1,903</b>

<b>Purchase Orders by Dollars</b>	<b>Mar 2020</b>	<b>FY 2020</b>	<b>FY 2019</b>	<b>FY 2018</b>	<b>Total for FY20</b>	<b>Total for FY19</b>	<b>Total for FY18</b>
Purchase Orders \$0-\$9,999	102	929	1529	1716	\$1,032,060.81	\$1,349,159.92	\$1,541,282.47
Purchase Orders \$10,000-\$24,999	4	26	26	49	\$417,112.13	\$381,155.50	\$706,041.30
Purchase Orders over \$25,000	1	32	40	48	\$3,851,339.92	\$7,678,174.40	\$4,080,335.79
<b>Total</b>	<b>107</b>	<b>987</b>	<b>1595</b>	<b>1813</b>	<b>\$5,300,512.86</b>	<b>\$9,408,489.82</b>	<b>\$6,327,659.56</b>
<b>Total</b>	<b>107</b>	<b>987</b>	<b>1595</b>	<b>1813</b>	<b>\$5,300,512.86</b>	<b>\$9,408,489.82</b>	<b>\$6,327,659.56</b>

**Administrative & Legislative Services Department**  
**March 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.

	2019-2020 Update Requests	2018-2019 Update Requests	2017-2018 Update Requests	2016-2017 Update Requests	2019-2020 Page Visits	2018-2019 Page Visits	2017-2018 Page Visits	2016-2017 Page Visits
July	152	61	60	62	1,164,517	1,080,668	825,614	739,589
August	126	133	56	117	752,932	835,519	717,462	540,472
September	43	22	90	72	679,248	214,406	739,867	429,211
October	78	86	43	49	386,735	864,091	876,346	534,774
November	56	40	80	67	695,971	812,527	808,551	712,163
December	156	82	50	51	847,724	1,055,111	842,265	654,720
January	67	68	44	65	720,531	934,562	747,155	561,371
February	22	40	41	61	N/A	762,985	631,612	842,138
March	85	61	71	76	N/A	879,671	1,165,275	658,974
April		56	77	38		820,505	959,769	784,204
May		29	49	86		946,897	1,063,568	658,468
June		123	27	64		901,328	483,003	739,264
<b>Total</b>	<b>783</b>	<b>801</b>	<b>688</b>	<b>808</b>	<b>5,247,658</b>	<b>9,053,159</b>	<b>9,860,532</b>	<b>7,855,348</b>

**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**

	2019-2020 New Likes	2018-2019 New Likes	2017-2018 New Likes	2016-2017 New Likes	2019-2020 # of Posts	2018-2019 # of Posts	2017-2018 # of Posts	2016-2017 # of Posts
July	83	31	146	96	36	21	38	20
August	47	46	77	30	18	11	39	25
September	71	53	46	39	27	20	31	20
October	44	70	64	52	27	18	29	25
November	25	51	25	32	10	17	25	19
December	18	25	25	32	21	20	11	18
January	30	31	96	58	13	14	11	17
February	51	40	25	79	27	11	15	20
March	112	31	23	16	38	18	10	12
April		60	70	48		26	17	22
May		161	116	252		33	23	30
June		103	59	119		30	33	37
<b>Total</b>	<b>475</b>	<b>702</b>	<b>772</b>	<b>853</b>	<b>217</b>	<b>239</b>	<b>282</b>	<b>265</b>



**Administrative & Legislative Services Department**  
**March 2020**

**Twitter**

	<b>2019 – 2020 Total Followers</b>	<b>2018 – 2019 Total Followers</b>	<b>2017 – 2018 Total Followers</b>	<b>2019 – 2020 # of Tweets</b>	<b>2018 – 2019 # of Tweets</b>	<b>2017 – 2018 # of Tweets</b>
<b>July</b>	862	811	740	19	8	20
<b>August</b>	869	796	760	9	8	22
<b>September</b>	870	798	762	14	10	13
<b>October</b>	868	802	766	15	7	15
<b>November</b>	873	802	775	5	7	13
<b>December</b>	877	805	778	16	8	7
<b>January</b>	880	809	792	9	7	3
<b>February</b>	888	826	794	23	8	12
<b>March</b>	902	830	795	24	16	12
<b>April</b>		830	799		14	7
<b>May</b>		832	801		14	13
<b>June</b>		851	808		14	9
<b>Total</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>134</b>	<b>121</b>	<b>146</b>

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

	<b>FY20 New Downloads</b>	<b>FY19 New Downloads</b>	<b>FY18 New Downloads</b>
<b>July</b>	19	28	23
<b>August</b>	21	18	471
<b>September</b>	21	15	1,792
<b>October</b>	12	22	30
<b>November</b>	13	11	22
<b>December</b>	15	10	16
<b>January</b>	23	17	37
<b>February</b>	70	13	16
<b>March</b>	69	11	20
<b>April</b>		10	9
<b>May</b>		11	10
<b>June</b>		25	16
<b>Total</b>	<b>263</b>	<b>191</b>	<b>2462</b>

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

	<b>FY20 # of Request</b>	<b>FY19 # of Request</b>	<b>FY18 # of Request</b>
<b>July</b>	36	32	41
<b>August</b>	39	26	33
<b>September</b>	18	18	34
<b>October</b>	40	32	24
<b>November</b>	27	12	22
<b>December</b>	20	27	39
<b>January</b>	24	22	49
<b>February</b>	41	30	55
<b>March</b>	34	24	44
<b>April</b>		32	22
<b>May</b>		27	31
<b>June</b>		29	24
<b>FY Total</b>	<b>279</b>	<b>311</b>	<b>418</b>

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

**Administrative & Legislative Services Department**  
**March 2020**

**White House Farmers Market**

Planning has begun for the new market season. The opening date will be Wednesday, May 20<sup>th</sup>.

	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		0	8	5	March	0	0
April			36	5	April		
May			131	13	May		
June			114	20	June		
July			49	12	July		
August			1	13	August		
September			14	5	September		
October			7	0	October		
November			4	0	November		
December			13	0	December		
<b>Total</b>	<b>8</b>	<b>1</b>	<b>387</b>	<b>73</b>	<b>Total</b>	<b>0</b>	<b>\$0</b>

**Building Maintenance Projects**

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

*Special Maintenance Projects*

- Pressure wash outside Library area
- Switch vents from winter to summer mode
- Continue building projects for Farmers Market

	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	2014 - 2015 Work Order Requests
July	10	22	21	27	22	25
August	10	26	24	28	33	10
September	13	19	22	13	31	19
October	7	14	18	12	30	27
November	7	18	34	12	27	15
December	3	8	19	9	17	15
January	16	14	16	23	28	31
February	18	7	21	6	19	23
March	11	7	17	16	25	24
April		12	25	14	20	22
May		6	26	27	33	13
June		9	23	14	17	25
<b>Total</b>	<b>75</b>	<b>162</b>	<b>266</b>	<b>201</b>	<b>302</b>	<b>249</b>

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



**Finance Department  
March 2020**

**Finance Section**

During March the Finance Department finalized revisions for the Internal Control Manual, began calculating budget projections & proposals for fiscal year 2021, continued scanning thousands of documents to reduce physical document storage space, and continued receipting 2019 property tax billings. The cumulative total of real estate and personal property taxes for the 2019 tax year billed is approximately \$3.6 million. As of March 31<sup>st</sup> approximately \$3.45 million (96%) of the 2019 property taxes were paid. All remaining unpaid property taxes after February 29<sup>th</sup> were delinquent and accrue 1.5% interest per month (18% per year) on the 1<sup>st</sup> of every month (as required by T.C.A § 67-5-2010, T.C.A § 67-1-801, and Municipal Code § 5-202). Members of the Finance Office participated in the following events during the month:

March 2: American Celebration 2020 Planning Meeting  
 March 2: New City website conference call with Granicus  
 March 5: White House Community Event Center 100% Design Development Phase Review  
 March 9: Merging budget lines meeting with all City departments  
 March 11-12: BMA Budget Retreat in Goodlettsville, TN  
 March 16: Online New Utility Customer Application Process Planning with Online Information Services  
 March 18: New Park Land Bond meeting  
 March 19: COVID-19 City department update meeting  
 March 19: Monthly BMA meeting  
 March 23: Budget Preparation Training with new Public Services Director @ Public Services Facility  
 March 23: COVID-19 City department update meeting  
 March 23: Budget Preparation Training with new Fire Chief @ Fire Station #2  
 March 24: TDEC SRF 364 audit entrance conference call

**Performance Measures**

**Utility Billing**

\*Less than 12 months of data available

	March 2020	FY 2020 YTD	FY 2019 Total	FY 2018 Total	FY 2017 Total	FY 2016 Total
New Builds (#)	28	148	62	102	111	96
Move Ins (#)	36	446	534	553	536	539
Move Outs (#)	32	426	534	576	546	543
New customer signup via email (#)	4	58	104	163	119	12*
New customer signup via email (%)	6%	10%	17%	25%	18%	n/a*

**Business License Activity**

	March 2020	FY 2020 YTD	FY 2019 Total	FY 2018 Total	FY 2017 Total	FY 2016 Total
Opened	6	47	75	72	93	97
Closed (notified by business)	2	8	9	18	1	2
Closed (uncollectable)	0	0	0	199	14	0

**Payroll Activity** – The goal is to have a 0% error rate when dealing with employee payroll, current month issues with employee records yield a 0% error rate.

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments or errors	Number of Void Checks
2 regular	1 check, 280 direct deposits	0 Retro adjustments	0 Voids

**Accounts Payable**

	March 2020	FY 2020 YTD	FY 2019 Total	FY 2018 Total	FY 2017 Total	FY 2016 Total
Total # of Invoices Processed	300	2909	3940	4437	4797	4544



**Finance Department  
March 2020**

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

<b>Operating Fund</b>	<b>Budgeted Operating Revenues (\$)</b>	<b>General Fund Cash Reserves Goal (\$)</b>	<b>Current Month Fund Cash Balance (\$)</b>	<b>G.F. Cash Reserves Goal Performance</b>
General Fund	7,841,950	2,352,585	4,316,266	55%
Cemetery Fund	51,700	15,510	212,904	412%
Debt Services	858,000	257,400	678,092	79%
Dental Care Fund	42,000	12,600	242,313	577%
Roads Impact Fees	60,000	18,000	70,508	118%
Parks Impact Fees	31,200	9,360	80,968	260%
Police Impact Fees	36,000	10,800	111,148	309%
Fire Impact Fees	30,000	9,000	100,744	336%
Industrial Development	122,500	36,750	227,798	186%
Parks Sales Tax	673,000	201,900	1,054,198	157%
Police Drug Fund	3,900	1,170	19,131	491%
Solid Waste	859,800	257,940	530,645	62%
State Street Aid	441,000	132,300	345,840	78%
Stormwater Fund	862,000	258,600	755,162	88%
Wastewater	4,184,950	1,255,485	2,769,405	66%

*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 2019-2020.

<b>Operating Fund</b>	<b>FY2020 Budgeted Operating Revenues (\$)</b>	<b>YTD Realized* (\$)</b>	<b>% Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year)</b>
General Fund	7,841,950	7,317,942	↑ 18.32%
Cemetery Fund	51,700	27,232	↓ 22.33%
Debt Services	858,000	658,684	↑ 1.77%
Dental Care	42,000	24,273	↓ 17.21%
Roads Impact Fees	60,000	70,140	↑ 41.90%
Parks Impact Fees	31,200	61,925	↑ 123.48%
Police Impact Fees	36,000	49,555	↑ 62.65%
Fire Impact Fees	30,000	33,055	↑ 35.18%
Industrial Development	122,500	71,480	↓ 16.65%
Parks Sales Tax	673,000	538,716	↑ 5.05%
Police Drug Fund	3,900	6,306	↑ 86.69%
Solid Waste	859,800	665,828	↑ 2.44%
State Street Aid	441,000	328,756	↓ 0.45%
Stormwater Fund	862,000	665,247	↑ 2.17%
Wastewater	4,184,950	3,312,847	↑ 4.16%

\*Realized amounts reflect revenues realized from July 1, 2019—March 31, 2020

**Human Resources Department  
March 2020**

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

March 02: New Hire Orientation for Public Services Director  
 March 09: Chamber of Commerce Discover White House Committee Meeting  
 March 11: Board of Mayor and Aldermen Budget Retreat  
 March 12: Board of Mayor and Aldermen Budget Retreat  
 March 24: Stormwater Crew Leader Interviews  
 March 25: Police Department Awards Committee Meeting

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

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
July	0	0	0	0
August	0	0	0	2
September	1	0	0	1
October	0	0	0	0
November	0	0	0	0
December	0	0	0	0

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
January	1	1	1	0
February	3	0	0	1
March	0	0	0	1
April		0	0	0
May		0	0	0
June		2	0	0
<b>Total</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>5</b>

Three-year average as of June 30, 2019: 3.00

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

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
July	1	3	0	0
August	0	0	0	0
September	0	0	0	0
October	1	1	0	0
November	1	0	1	0
December	0	0	0	0

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
January	1	0	2	1
February	0	0	1	0
March	0	0	0	0
April		1	0	0
May		1	0	1
June		0	1	1
<b>Total</b>	<b>4</b>	<b>6</b>	<b>5</b>	<b>3</b>

Three-year average as of June 30, 2019: 4.67



**Human Resources Department**  
**March 2020**

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

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
July	1	0	0	1
August	1	1	3	0
September	2	2	1	0
October	3	0	2	2
November	2	1	2	1
December	1	0	1	1

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

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
January	2	1	0	0
February	1	0	1	0
March	1	0	1	0
April		0	1	0
May		5	1	2
June		1	1	0
<b>Total</b>	<b>14</b>	<b>11</b>	<b>14</b>	<b>7</b>
<b>Percentage</b>	<b>13.59%</b>	<b>10.68%</b>	<b>14.43%</b>	<b>7.45%</b>

Three-year average as of June 30, 2019: 10.85%

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

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
July	0	0	0	1 (T)
August	2 (S)	0	1 (T)	0
September	0	1 (T)	0	1 (S)
October	0	0	1 (T)	2 (T)
November	1 (S)	0	2 (T)	0
December	0	0	0	1 (S)

Three-year average as of June 30, 2019: 5.67

	FYE 2020	FYE 2019	FYE 2018	FYE 2017
January	0	1 (T)	0	1 (S)
February	0	0	1 (T)	0
March	0	1 (S)	0	0
April		0	0	0
May		1 (T)	0	0
June		0	1 (T) 1 (S)	1 (S)
<b>Total</b>	<b>3</b>	<b>7</b>	<b>7</b>	<b>3</b>

**Police Department  
March 2020**

**Meetings/Civic Organizations**

- **Chief Brady attended the following meetings in March:** Department Head Staff Meeting (March 2<sup>nd</sup> and March 16<sup>th</sup>), Planning Commission Meeting (March 9<sup>th</sup>), Robertson County Chief's Meeting (March 10<sup>th</sup>), BMA Budget Retreat (March 11<sup>th</sup>), and Board of Mayor and Alderman Meeting (March 19<sup>th</sup>). Throughout the month of March, Chief Brady has consistently met with Robertson and Sumner County Leadership on COVID-19 daily since March 12<sup>th</sup>.
- **Police Department Administration Performance Measurements**

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

Susan is still working on getting proofs for 2018, 2019 and 2020, so she can be done with them all hopefully by June, so she can arrange for the TLEA Program Manager, Janessa Edwards, to have an assessor to start checking our accreditation files through PowerDMS. Once we are in compliance with TLEA, they then can set up a date for our onsite visit which should happen in December this year. After the onsite visit, we will achieve our 3<sup>rd</sup> Award for Tennessee Law Enforcement Accreditation.

The 2020 TIES Conference and the 2020 LEACT Conference was cancelled due to COVID-19.

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
Grand Total	8	546.5	0	554.5

**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	March 2020	FY 2019-2020
Three (3) Officers per Shift	63	423
Four (4) Officers per Shift	0	139

2. *Acquire and place into service two Police Patrol Vehicles.* The two new 2020 Ford Police Utility AWD SUV's have been ordered. Also, the replacement of one totaled vehicle was ordered at the same time.
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.
4. *Maintain or reduce TBI Group A offenses at the three-year average of 73 per 1, 000 population during the calendar year of 2019.*

Group A Offenses	March 2020	Per 1,000 Pop.	Total 2020	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	10	1	29	2
Crimes Against Property	12	1	60	5
Crimes Against Society	36	3	99	8
<i>Total</i>	58	5	188	15
Arrests	66		183	

*\*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.*

	March 2020	TOTAL 2020
<b>Traffic Crashes Reported</b>	29	102
<b>Enforce Traffic Laws:</b>		
<b>Written Citations</b>	54	297
<b>Written Warnings</b>	48	163
<b>Verbal Warnings</b>	226	906

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
<b>March</b>	29	8 YTD 17	28%	17% YTD 102

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

**Staffing:**

- Officer White is on FMLA following surgery.
- Officer Taylor Trombley graduated from TLETA on March 23<sup>rd</sup>. He was released from FTO March 30<sup>th</sup>.
- Officer Lars Carlson is currently on FTO. The Academy scheduled to begin on March 29<sup>th</sup> was cancelled due to COVID-19. It will be rescheduled at a later date.
- Officer Zackary Parker is currently on FTO. The Academy scheduled to begin on March 29<sup>th</sup> was cancelled due to COVID-19. It will be rescheduled at a later date.
- We have 3 positions open. Applicant testing was cancelled for March 26<sup>th</sup>. Currently it has not been rescheduled.

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

**Sumner County Emergency Response Team:** Nothing to report for March.



### 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
March	92%	82%

### Communications Section

	March	Total 2020
Calls for Service	880	3,132
Alarm Calls	23	110

### Request for Reports

	March	FY 2019-2020
Requests for Reports	9	169
Amount taken in	\$7.65	\$123.15
Tow Bills	\$0.00	\$0.00
Emailed at no charge	39	293
Storage Fees	\$0.00	\$0.00

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

- Sgt. Brisson taught a Law Enforcement Challenge Class for the Moore County Sheriff Department on March 4, 2020.
- Sgt. Brisson had the THSO Titan Network Meeting in Gallatin.

**Volunteer Police Explorers:** Nothing to report for March.

### 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. started on February 10<sup>th</sup> at White House Middle School. Sgt. Enck will be teaching approximately 154 students. Sgt. Enck was able to teach four days in the month of March. 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 18<sup>th</sup>, 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.*
  - Sgt. Enck instructed a Taser Class for four Portland Police Officers on March 12<sup>th</sup>.

**Special Events:** *WHPD Officers participated in the following events during March:*

- Nothing to report at this time.

**Upcoming Events:**

Nothing to report at this time.

2020 Participation in Joint Community Events		
	<u>January</u>	<u>Year to Date</u>
Community Activities	3	10



**Fire Department  
March 2020**



**Summary of Month's Activities**

**COVID-19**

The Department is doing everything we can to keep our staff safe while still providing the best service possible. A new policy for responding to suspected COVID-19 patients has been adopted in an effort to limit exposures and keep the staff safe. All operations level staff have been issued respiratory protection that meets or exceeds the standard for responding to suspected COVID-19 patients. We have been in daily communications with our Police Department, Emergency Management, and EMS. Our staff are making every effort to slow the spread by practicing social distancing as well as routine cleaning and disinfecting of our facilities, vehicles, and equipment.

**Fire Operations**

The Department responded to 129 requests for service during the month with 110 responses being medical emergencies. The Department responded to 10 vehicle accidents; 1 accident reported patients being treated for injuries and 9 accidents reported no injuries. Of the 129 responses in month of March there were 12 calls that overlapped another call for service that is 9.3 % 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 March from dispatch to on scene time averaged was, six minutes and twenty-seven seconds (6:27). The average time a fire unit spent on the scene of an emergency call was fourteen minutes and thirty-one seconds (14:31). The department also responded to 2 mutual-aid responses for a medical assist and an illegal burn in March.

**Department Event**

- March 2<sup>nd</sup> – R.F. Woodall Read Across America
- March 5<sup>th</sup> – Explorer Recruiting campaign at White House HS
- March 12<sup>th</sup> – Fire Safety Demonstration at Temple Baptist
- March 24, 25, 26 – All Staff met with HR concerning The Barry Brady Act for cancer
- All other PUBLIC events were cancelled or postponed due to COVID-19

**Fire Administration**

- March 1<sup>st</sup> – Americana Celebration meeting
- March 12<sup>th</sup> – Audit with TN State Fire Marshall
- Numerous meetings throughout March with Chief Brady, Mr. Herman and other department heads concerning COVID-19
- Numerous conference calls concerning 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.

**Fire Department  
March 2020**

**Incident Responses FY to Date**

Fires	22
Rescue & Emergency Services	703
Hazardous Conditions (No Fire)	22
Service Calls	55
Good Intent Call	54
False Alarms & False Call	82
Calls for The Month	129
Total Responses FY to Date	946

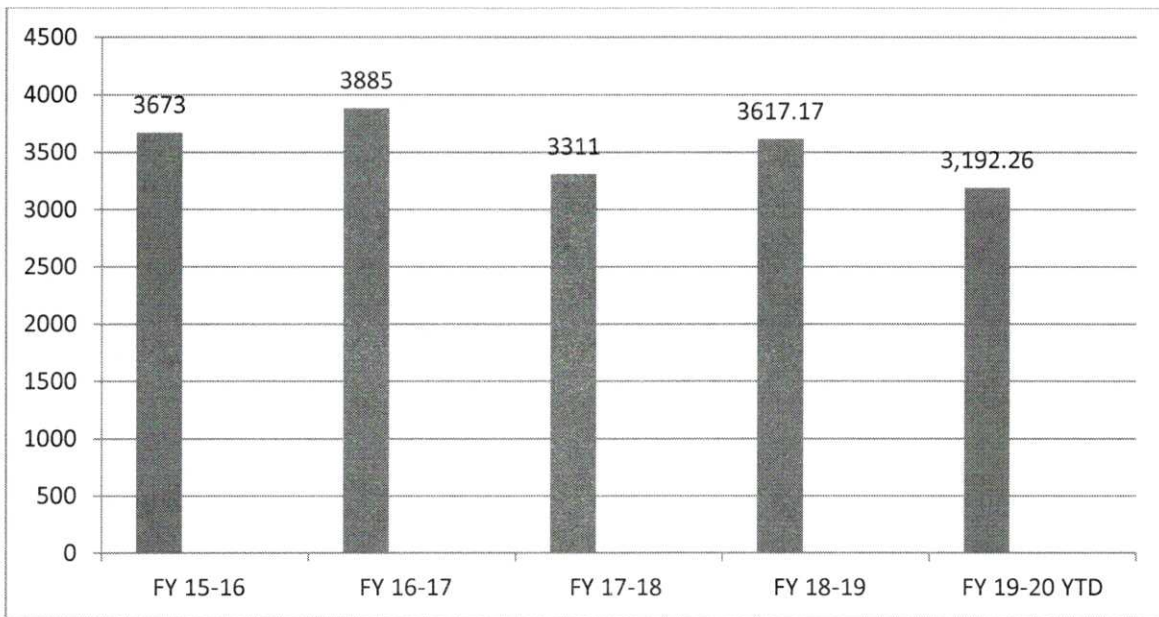
**Response by Station**

	Month	FY to Date	%
Station #1 (City park)	83	573	60.38%
Station #2 (Business Park Dr)	46	373	39.43%

\*Less than .25% out of city responses

**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.

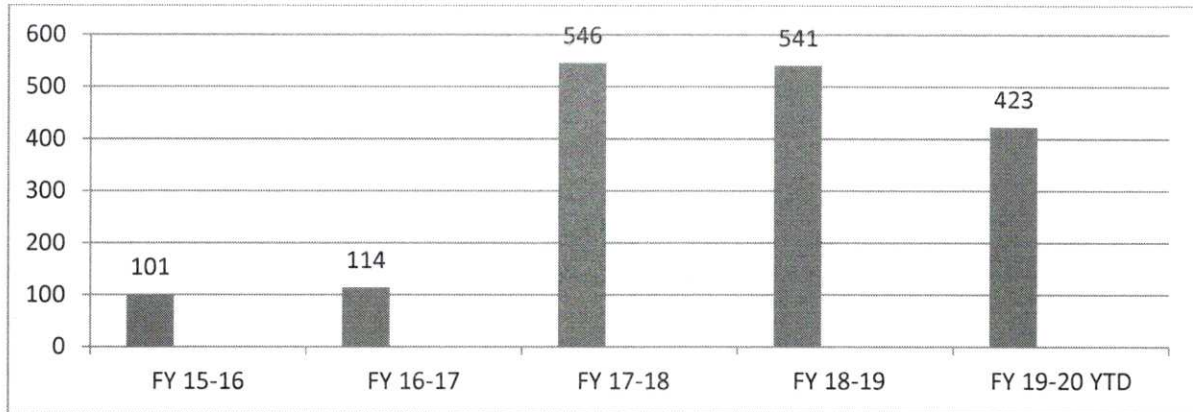


	Month	YTD
Firefighter Training Hours	336.95	3192.26

**Fire Department  
March 2020**

**Fire Inspection**

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

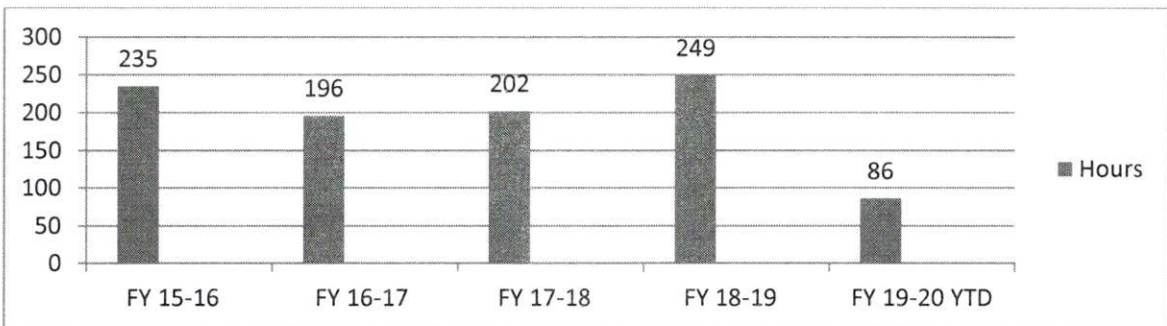
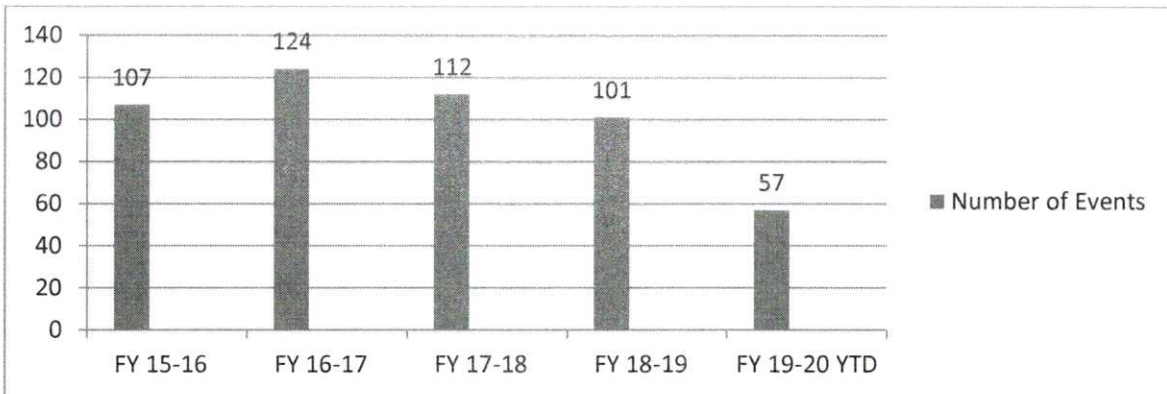
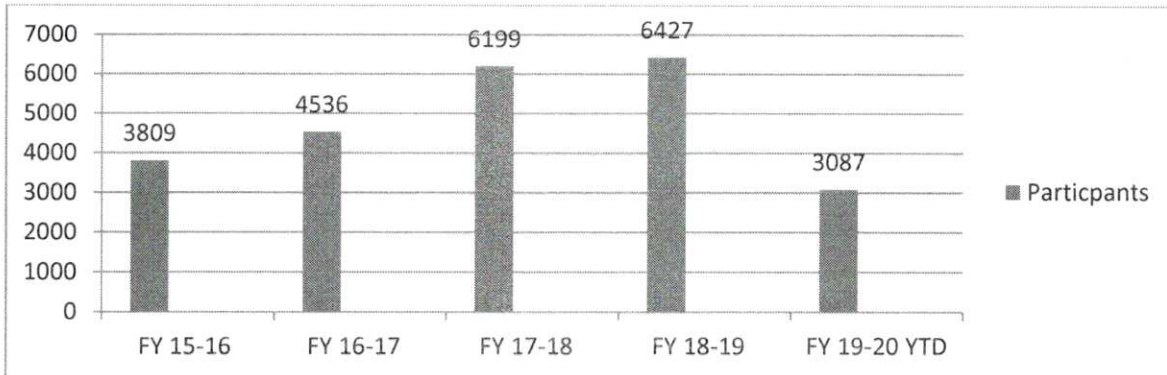


	Month	YTD
March Fire Inspection	26	423
Reinspection	4	53
Code Violation Complaint	0	5
Violations Cleared	6	47
Annual Inspection	2	79
Commercial Burn Pile	0	6
Knox Box	1	15
Fire Alarms	0	11
Measure Fire Hydrant	0	3
Plans Review	4	35
Pre-C/O	0	2
Pre-incident Survey	5	131
Sprinkler Final	0	11
Final C/O	1	21

**Fire Department  
March 2020**

**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.



	Month	YTD
Participants	388	3,087
Number of Events	8	57
Education Hrs.	10	86

**Social Media Statistics**

Page Views	147
Page Likes	7
Post Reach	1,852



**Public Services Department - Public Works Division  
March 2020**

**Staffing:** The Public Works, Stormwater & Sanitation departments are authorized **11 full time** employees.

1. (1) Stormwater Manager;
2. (1) PW Manager;
3. (2) Full-time crew leader (1-Public Works, 1-Stormwater);
4. (3) Full-time truck drivers (1-Public Works, 1-Stormwater & 1-Sanitation)
5. (4) Full-time maintenance workers (2- Public Works, 1-Stormwater & 1-Sanitation)

**PUBLIC WORKS/STREETS & ROADS DIVISION**

Total Hours Worked	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		FEB-20	MAR-20	YTD 19/20
Street	4,040	8,134	9,364	8,741	10,229		828	869	7,493
Facility Maintenance	2,049	3,494	2,187	1,227	1,137		168	127	679
Fleet Maintenance	1,157	1,034	514	282	380		43	58	328
Meeting/Training	572	502	510	517	400		44	18	381
Leave	807	1,253	576	613	810		77	105	699
Holiday	850	795	470	385	555		50	0	495
Overtime	263	508.5	488	414	311		18	1	144
Administrative	781	385	698	803	867		122	146	878
Drainage Work (feet)	0	0	906	2,749	10		0	0	0
Drainage Man Hours	0	0	1,470	1,045	170		0	0	14
Debris Removed Load	0	0	100	35	44		0	0	0
Sweeping Man Hours	0	0	18	13	0		0	0	0
Mowing Hours	0	0	22	175	219		0	6	102
Curb Repair	0	0	0	0	15		0	0	0
Shoulder LF	0	0	4,485	630	5		0	0	640
Shoulder Hours	0	0	155	160	49		0	24	173
# of Potholes	0	0	250	473	346		163	51	346
Pothole Hours	0	0	759	734	1,181		148	98	712
R-O-W Hours	0	0	2,835	2,416	4,027		124	253	2,493
Sign/Repaired	0	0	120	91	84		4	2	52
Sign Work Hours	0	0	289	179	234		8	2	96
Salt Hours	0	0	10	143	24		14	0	77
Salt Tons	0	0	12	20	23		4	0	18
Decorative Street Light Hours	0	0	57	46	125		22	0	134
Traffic Light Repairs	0	0	0	65	20		10	5	154



Public Services Department - Public Works Division  
March 2020

<u>Subdivision Decorative Light LED Retrofit Project</u>			
	<u>TOTAL LAMPS</u>	<u>MARCH RETROFITS</u>	<u>TOTAL LED RETROFIT</u>
High Mast Lights – I-65 Ramps	6	0	6
Baylee Court	2	0	2
Briarwood Subdivision	9	0	6
Bridle Creek Subdivision	7	0	5
Business Park Drive	7	0	7
Hampton Village Subdivision	24	0	24
Heritage Trace Subdivision	5	0	5
Holly Tree Subdivision	44	0	44
Madeline Way	7	0	7
Magnolia Village Subdivision	27	0	26
Spring Brook Blvd	2	0	2
Sumner Crossing Subdivision	21	0	21
Villages of Indian Ridge	10	0	0
<b>Totals:</b>	<b>171</b>	<b>0</b>	<b>155</b>

**SIGN REPLACEMENT:**

Staff continues to go through the City and replace all of the missing signs. We have a high incidence of sign theft in the City. I had the crews start using anti-theft hardware, but now the vandals are bending the signs until they break away.

**Public Works Special Projects:**

The goal is to be reactive to special requests that are made from time to time either from the City Administrator or other departments.

**Road Work Program:**

The goal for this program is to maintain the City's right-of-ways and drive lanes so they're free from hazards.

1. Curb - repair concrete curbs/sidewalks;
2. Shoulder – maintain shoulders with rock;
3. Potholes – repair asphalt such as base failures and pothole patching;
4. Potholes – man hours associated with potholes/asphalt work;
5. Mowing - medians, right-of-ways, and City owned property;
6. R-O-W - tree trimming and roadside vegetative management (weed spraying);
7. Signs – repair, replace and/or install signs within the City limits;
8. Salt – winter weather road clearing and salting.

**Public Services Department - Public Works Division  
March 2020**

**SANITATION DIVISION**

**Brush, Leaves & Litter Control Program:**

The goal of the brush and leave collection and litter control program is to maintain an efficient collection service for the residents. In the past, residents have not been satisfied with the level of service that the department was providing. I believe that part of this perception is a function of the quantity of material placed out for collection. At this point, the City's ordinance does not restrict the volume of material left at the curb for pickup. The City only operates one (1) truck and the driver is dedicated to this task and will only perform other job duties if there's no yard waste to collect. Additionally, the City allows residents to drop off yard waste at the public works yard and we receive a tremendous quantity of yard waste from this program as well.

<b>Total Hours Worked</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>		<b>FEB-20</b>	<b>MAR-20</b>	<b>YTD 19/20</b>
Sanitation	2,914	2,685	3,634	4,406	4,024		321	374	3,161
Facility Maintenance	2,049	3,494	723	446	574		53	33	329
Fleet Maintenance	1,157	1,034	488	445	331		32	17	253
Meeting/Training	572	502	265	130	135		18	4	74
Leave	807	1,253	428	700	476		10	47	289
Holiday	850	795	270	230	230		20	0	210
Overtime	263	508.5	119	4	12		1	14	26
Administrative	781	385	167	1	0		0	29	33
Sweeping Man Hours	0	0	1	0	0		0	0	0
R-O-W Hours	0	0	166	30	97		17	3	166
Salt Hours	0	0	0	0	0		0	0	0
Salt Tons	0	0	0	0	0		0	0	0

<b>Sanitation</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>		<b>FEB-20</b>	<b>MAR-20</b>	<b>YTD 19/20</b>
Brush Collection Stops	5,915	5,944	6,080	5,605	5,620		299	414	4,105
Brush Truck Loads	503	459	551	522	578		37	54	464
Leaves Pickup Bags	4,016	3,741	3,542	3,422	3,535		120	224	2,431
Brush/Leaves Hours	1,634	1,366	1,492	1,239	1,300		80	120	976
Litter Pickup Bags	309	334	507	546	511		19	54	361
Litter Pickup Hours	1,147	1,318	1,132	985	957		36	98	707

Public Services Department - Public Works Division  
March 2020

**Sanitation Collection:**

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The March 2020 work order report shows that staff made 71 requests on the WI web portal system, of which only 24 were due to missed service calls and the rest were container delivery and/or pickup. Considering that we have over 3,800 cans in service for garbage and 3,680 cans in service for recycling, we are operating with less than 1% error rate.

Solid Waste	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		FEB-20	MAR-20	YTD 19/20
Tons	3,081	3,276	3,021	3,383	3,252		279	324	2,631
Disposal Fee	\$86,099	\$81,583	\$83,644	\$93,055	\$90,598		\$7,639	\$9,282	\$72,389

SW Accounting	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		FEB-20	MAR-20	YTD 19/20
Units Billed	45,763	47,155	47,954	45,594	49,311		4,201	4,219	37,469
Receivables (Billed)	\$795,325	\$813,518	\$832,150	\$780,878	\$870,111		\$74,409	\$74,698	\$662,643
Revenue (Received)	\$781,004	\$823,428	\$822,004	\$784,689	\$759,969		\$74,126	\$73,376	\$648,878

**Citizen Solid Waste Drop-off Program:**

The goal for the citizen drop-off program is to provide an effective means for residents to dispose of bulky wastes (furniture, washer appliances, clutter, etc.) or other wastes that normally wouldn't fit into their curbside container. We provide a dumpster for garbage and a dumpster for *metal recycling*. We encourage the residents to separate their items to maximize our recycling efforts. The BMA has made it a policy to allow residents two (2) free dumps per year. Anything above that number a resident would be charged \$50.00.

**Recycling Program:**

SW Drop-Off	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		FEB-20	MAR-20	YTD 19/20
Participants	712	602	624	534	341		23	32	299
Tons	166	139	148	142	147		9	14	85
Disposal Fee	\$13,208	\$11,124	\$12,935	\$24,097	\$30,256		\$2,266	\$2,477	\$21,083

The goal for the recycling program is to achieve an overall recycling rate of 25%. At present we are recycling approximately 16% of our curbside solid waste stream.

Recycling	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		FEB-20	MAR-20	YTD 19/20
Curbside Tons	408	463	519	568	567		32	37	361
Recycling Rate	13.5%	14%	10%	13%	15%		12%	11%	14%
Revenue (curbside)	\$2,473	\$19.08	\$0	\$0	\$0		\$0	\$0	\$0
Fee (new program)	-	(\$4,565)	(\$7,775)	(\$15,044)	(\$23,708)		(\$1,783)	(\$2,212)	(\$20,217)
Metal (drop-off)Tons	33	42	46	48	38		9	0	30
Metal Revenue	\$4,334	\$3,098	\$3,726	\$5,339	\$4,192		\$641	\$0	\$2,175



**Public Services Department - Public Works Division**  
**March 2020**  
**Traffic Light Complaint Log**

<b>LIGHT</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>	<b>MAR-20</b>	<b>YTD 19/20</b>
SR-76/Pleasant Grove Road	0	0	0	0	0
SR-76/Love's Lane & Dee Cee Road	2	0	0	0	0
SR-76/Southbound I-65	2	0	0	0	0
SR-76/Northbound I-65	0	1	3	0	0
SR-76/Charles Drive & Hester Drive	3	1	0	0	0
SR-76/Wilkinson Lane	2	2	0	0	0
SR-76/Sage Road & Edenway	9	2	1	0	0
SR-76/Raymond Hirsch Pkwy	0	0	0	0	1
SR-76 & College Street/Hwy 31W	0	0	1	0	0
Hwy 31W/Portland Road	1	0	0	0	0
Hwy 31W/Raymond Hirsch Pkwy	0	1	0	0	0
Hwy 31W/Sage Road & McCurdy Road	1	2	2	0	0
Tyree Springs/Meadows & Raymond Hirsch	8	2	0	0	0
Wilkinson Lane @ Wal-Mart Entrance	0	1	0	0	1
<b>TOTAL</b>	<b>28</b>	<b>12</b>	<b>7</b>	<b>0</b>	<b>2</b>

**Public Services Department - Public Works Division**

**March 2020**

**STORMWATER DIVISION**

<b>Total Hours Worked</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>		<b>FEB-20</b>	<b>MAR-20</b>	<b>YTD 19/20</b>
Stormwater	0	5,744	5,637	7,349	7,982		712	757	5,963
Facility Maintenance	2,049	3,494	895	541	455		303	70	603
Fleet Maintenance	1,157	1,034	339	228	308		95	53	320
Meeting/Training	572	502	345	373	300		37	56	285
Leave	807	1,253	709	576	577		20	20	465
Holiday	850	795	375	345	440		40	0	355
Overtime	263	508.5	306	334	211		39	41	270
Administrative	781	385	1,489	1,347	1,206		153	243	1,053
Drainage Work (feet)	0	0	2,817	3,409	12,222		0	1,123	2,953
Drainage Man Hours	0	0	1,229	1,359	1,809		42	117	845
Debris Removed Load	0	0	115	48	175		8	6	110
Sweeping Man Hours	0	0	92	170	237		26	62	317
Mowing Hours	0	0	175	96	117		0	0	76
Curb Repair	0	0	0	0	0		0	0	0
Shoulder LF	0	0	210	0	0		0	0	0

<b>Total Hours Worked</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>		<b>FEB-20</b>	<b>MAR-20</b>	<b>YTD 19/20</b>
Shoulder Hours	0	0	90	27	0		0	0	0
# of Potholes	0	0	0	140	0		0	0	0
Pothole Hours	0	0	2	112	30		0	0	3
R-O-W Hours	0	0	1,456	2,016	2,479		14	131	1,727

**Stormwater Improvement Projects:**

The goal is to maintain the existing drainage infrastructure through culvert replacement, ditch cleaning and dry basin mowing. This department responds to citizen drainage complaints and, as such, we list the requested projects on the City's website. Additionally, we maintain the curbed lanes, intersections, center turn lanes and bike path along 31W with our street sweeping program.

<b>Stormwater Accounting</b>	<b>FY 14/15</b>	<b>FY 15/16</b>	<b>FY 16/17</b>	<b>FY 17/18</b>	<b>FY 18/19</b>		<b>FEB-20</b>	<b>MAR-20</b>	<b>YTD 19/20</b>
Units Billed	24,410.00	45,476	50,278	47,822	47,456		4,391	4,410	39,249
# of ERUs	0	0	0	86,933	88,019		8,175	8,186	73,211
Receivables (Billed)	\$107,250	\$395,818	\$638,015	\$781,529	\$791,290		\$73,493	\$73,592	\$658,167
Revenue (Received)	\$105,118	\$364,022	\$614,459	\$808,754	\$760,244		\$76,474	\$71,294	\$646,941

Public Services Department - Public Works Division  
March 2020

STORMWATER MARCH 2020

**Monday, March 2<sup>nd</sup>**

- Weekly stormwater meeting
- fleet maintenance
- material pickup for pipe installation project

**Tuesday, March 3<sup>rd</sup>**

- staff meeting
- install pump and hose in pond at Calista
- install drainage pipe on McCurdy

**Wednesday, March 4<sup>th</sup>**

- WO's on McCurdy (drainage repairs)

**Thursday, March 5<sup>th</sup>**

- Tornado relief in Mt. Juliet

**Friday, March 6<sup>th</sup>**

- Tornado relief in Mt. Juliet

**Monday, March 9<sup>th</sup>**

- Inspect hot spots
- Ditch work on McCurdy Rd
- Street sweeping HWY76
- Fleet maintenance (cleaned trucks)

**Tuesday, March 10<sup>th</sup>**

- Shoulder work (Sage Rd)
- Ditched sewer line

**Wednesday, March 11<sup>th</sup>**

- Locate line utility (Pleasant Grove Rd)
- Assist with curb and sidewalk repairs

- Traffic control

**Thursday, March 12<sup>th</sup>**

- Public works inspections at Summerlin (roads, curbs & sidewalks)
- Meeting with WHUD on Pleasant Grove
- Fleet maintenance (utility trucks)

**Monday, March 16<sup>th</sup>**

- TN 1 call – locating underground utilities
- Orchard Park street sweeping
- Revised stormwater project list

Fleet maintenance (cleaned street sweeper)

**Tuesday, March 17<sup>th</sup>**

- Stormwater project list updates
- Weekly staff meeting
- Cleaned out drainage pipe at wash pad

**Wednesday, March 18<sup>th</sup>**

- Traffic control for WW at Roberts Ave
- WO for Calista Rd.
- Fleet maintenance (cleaned transit)

**Thursday, March 19<sup>th</sup>**

- Ditch work Roberts Ave

- Repair sewer line break on Roberts Ave

**Monday, March 23<sup>rd</sup>**

- Removed trees on PGR
- Project management (SR76 improvement)

**Tuesday, March 24<sup>th</sup>**

- Validated ditch work list
- Crew leader position interviews
- Shop maintenance
- Cleared hot spots

**Wednesday, March 25<sup>th</sup>**

- Street sweeping HWY 31W

**Thursday, March 26<sup>th</sup>**

- Roll and gravel shop parking lot

**Monday, March 30<sup>th</sup>**

- Staff meeting
- Scouted jobs with new hire
- Fleet maintenance (mini ex and oil change)
- Inspect stormwater infrastructure (Concord Springs)

**Tuesday, March 31<sup>st</sup>**

- Clean and service equipment (preventative)
- Inventory management and updates



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

**Staffing:** The Wastewater department is authorized **14 full time** employees.

1. (1) Administrative Assistant II
2. (1) Wastewater Manager
3. (1) Treatment Plant/Lift Station Manager;
4. (1) Treatment Plant Operator;
5. (2) Utility Mechanics
6. (1) Inspector
7. (1) Billing Specialist
8. (1) Collection System Supervisor;
9. (4) Collection System Technician I
10. (1) Collection System Technician II

**Collection System Activities**

**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.

<b><u>Line Marking</u></b>	<b><u>FY 15/16</u></b>	<b><u>FY 16/17</u></b>	<b><u>FY 17/18</u></b>	<b><u>FY 18/19</u></b>		<b><u>Feb -20</u></b>	<b><u>Mar - 20</u></b>	<b><u>YTD</u></b>
Tennessee 811	1,691	1,670	1849	2315		212	238	2033

**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.

<b><u>Lift Station Location</u></b>	<b><u>FY 15/16</u></b>	<b><u>FY 16/17</u></b>	<b><u>FY 17/18</u></b>	<b><u>FY 18/19</u></b>		<b><u>Feb - 20</u></b>	<b><u>Mar - 20</u></b>	<b><u>YTD</u></b>
North Palmers Chapel	35	22	23	8		0	0	3
Calista Road	24	55	13	4		0	0	1
Wilkinson Lane	0	8	4	1		0	1	3
Portland Road	1	1	4	1		0	0	0
Cope's Crossing	4	17	15	7		1	0	7
Union Road	91	8	17	6		2	0	6
Meadowlark Drive	1	11	6	4		0	0	2
Highway 76	0	1	0	1		0	0	1
Cambria Drive	1	0	0	1		1	0	4
Sage Road		7	2	0		1	0	1
Settler's Ridge			1	1		0	0	1
Summerlin			0	2		0	0	5
Heritage High School		22	0	2		0	0	1
Treatment Plant	0	1	6	4		0	0	6

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

**Alarms –**

Wilkinson Lane – Alarm was a seal fail and over temperature alarm. Upon checking the pump, it was discovered that the seal had failed and allowed water to enter the motor housing. After having WASCON pull the pump and inspect it, we determined that a new, warrantied pump was a better financial decision than repairing the 14-year-old existing pump. A new pump has been ordered and should take about 12-14 weeks to ship. The plan is to have the old pump repaired during the 21/21 budget cycle and keep it as a backup for Wilkinson Lane. This pump could also be used as a temporary backup for Copes Crossing and Sage Road.

**System Repair Goal:**

The goal is to minimize failures with the major lift stations and the mainline gravity, low and high pressure force mains and the air vacuum systems. We've been training key personnel over the last two (2) 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 our lift stations are either at or near their 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. Therefore, we have to make repairs, and if the line break was due to negligence, I will send the responsible party a repair bill. In some cases, the breaks are due to weather or age.

<b><u>Repairs</u></b>	<b><u>FY 14/15</u></b>	<b><u>FY 15/16</u></b>	<b><u>FY 16/17</u></b>	<b><u>FY 17/18</u></b>	<b><u>FY 18/19</u></b>		<b><u>Feb -20</u></b>	<b><u>Mar - 20</u></b>	<b><u>YTD</u></b>
Major Lift Stations	26	57	42	19	4		0	1	3
Mainline	14	14	13	6	6		1	3	13
Service Line	49	42	44	5	10		2	1	9

- 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 plan of action on 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. This has not been scheduled at this time.
- 2. Concord Springs** – The lift station at Concord Springs subdivision was successfully started. The flow issues reported last month have been corrected. There is a small punch list of items to be completed before the City takes this station over. The punch list is mainly cleaning, spare parts and cosmetics of the footprint. No work on the punch list has been completed
- 3. 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.
- 4. HWY 76 Force Main Relocation Project** – John Hall Construction began this project on January 6<sup>th</sup>. To date they have 740' of 12" SDR21 pipe laid and both valve insertions have been completed. The project has a 45-day completion schedule. Hall has been slowed at the bore of the I-65 north bound off ramp. They have had the shaft break off inside the casing and therefore had to move the bore about 10' to the south. The pilot hole has been drilled, however when they started boring into the pilot, the rock head became bound in the rock and their machine lost the hydraulic coupling on the drive shaft. Parts have been ordered once again to get the bore machine repaired and attempt to get through the rock.



Public Services Department - Wastewater Division  
March 2020

<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>Feb – 20</u>	<u>Mar–20</u>	<u>YTD</u>
Gravity Sewer Connections	0	0	0	0		0	0	470
Grinder Sewer Connections	0	0	0	0		0	0	2,993
Vacuum Connections/Pods	0	0	0	0		0	0	440 / 300
Grinder Tank PM Program	N/A	58	63	358		10	15	180
PD to Centrifugal Converts	3	8	0	0		0	0	0
2000 to Extreme C/O	53	64	43	64		3	4	35
Extreme to Extreme C/O	137	182	298	250		23	25	219
Centrifugal to Centrifugal C/O	2	7	0	0		0	0	0
2000 Conversions	2	0	0	0		0	0	0
Hydromatic/Extreme Converts	44	48	67	47		4	6	49
Total Pumps Replaced	313	338	401	361		30	35	313
Low Pressure Service Request	530	716	621	728		55	58	533
Vacuum System Service Request	87	172	143	112		5	3	70
Gravity Service Request	5	12	0	10		0	1	12
Inspection for New Service	36	23	54	103		28	28	200
Final Inspection for New Service	37	55	56	62		7	7	65
Sanitary Sewer Overflow (SSO)	6	9	1	3		5	3	28
Odor Complaints	16	17	28	43		3	4	31



Public Services Department - Wastewater Division  
March 2020

**Wastewater Treatment Plant Goal:**

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

<u>Parameter</u>	<u>Dec – 19</u>	<u>Jan – 20</u>	<u>Feb – 20</u>	<u>Mar – 20</u>	
Flow – To Creek	0.704 MGD	0.777 MGD	0.829 MGD	0.772 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0.00 MGD	0.00 MGD	0.00 MGD	0.00 MGD	
Total Flow Through Plant	0.704 MGD	0.777 MGD	0.829 MGD	0.772 MGD	
Capacity	1.4 MGD	1.4 MGD	1.4 MGD	1.4 MGD	
% of Plant Throughput	50.3%	55.5%	59.2%	55.1%	$(0.772 \text{ MGD}) / (1.40 \text{ MGD})$
Actual Capacity	1.12 MGD	1.12 MGD	1.12 MGD	1.12 MGD	$(1.4 \text{ MGD} \times 80\%)$
% of Allocated Capacity	62.9%	69.3%	74.0%	64.3%	$(0.772 \text{ MGD}) / (1.12 \text{ MGD})$
Rainfall	11.39"	5.80"	7.03"	10.27"	

<u>Effluent</u>	<u>FY 14/15</u>	<u>FY15/16</u>	<u>FY16/17</u>	<u>FY17/18</u>	<u>FY18/19</u>		<u>Feb – 20</u>	<u>Mar – 20</u>	<u>YTD</u>
Violations	1	7	7	13	7		1	1	10

1. **Violations:** One violation is Total Phosphorus Rolling Average in pounds per year. This will continue until the new plant is operational.
2. **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 19 gallons per day at the Union Road lift station and 19 gallons per day at the Old Tyree lift station.
3. **Peracetic Acid:**  
TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly.

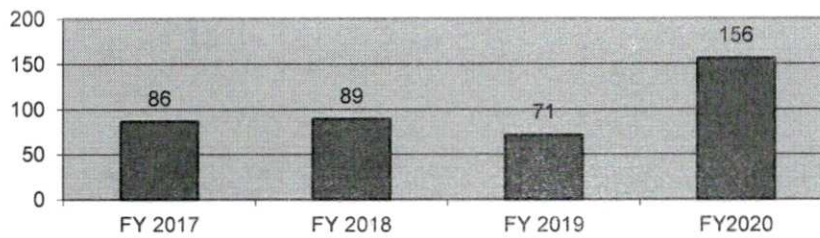
The PAA feed rate is operating at a constant 3.10 parts per million (ppm). The average residual was 0.25 PPM with a max residual of 0.36 PPM. *Last month the feed rate was 2.00 ppm.*

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

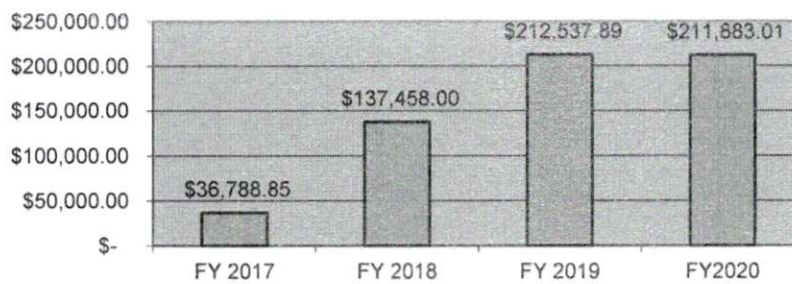
Our E Coli testing for the month was an average of 70.5 CFU's which is well below the limit. *Last month the average was 83.5.*

Planning and Codes Department  
MARCH 2020

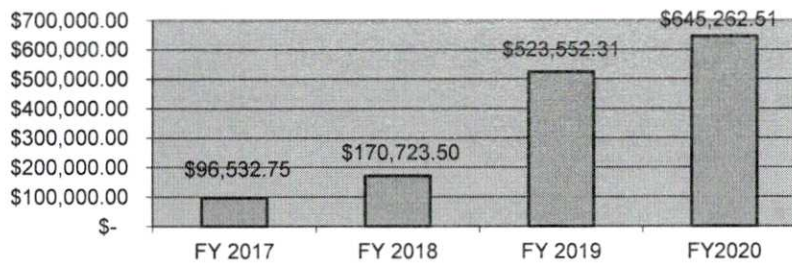
Single Family Permits



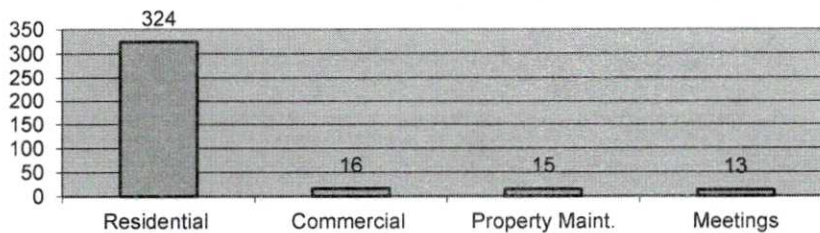
Impact Fees



Permit Fees



Monthly Inspections / Meetings





Planning and Codes Department  
MARCH 2020

	Month	FY2020	FY2019	FY2018	FY2017
<b>MEETING AGENDA ITEMS#</b>					
Planning Commission	8	46	66	69	56
Construction Appeals	0	0	0	1	0
Zoning Appeals	1	2	6	7	11
Tech. Review/Study Session	0	0	0	1	0
Property Maintenance	0	0	0	0	0
<b>PERMITS</b>					
Single Family Residential	31	156	71	89	86
Multi-Family Residential	0	0	13	5	13
Other Residential	6	42	93	238	244
New Commercial	0	5	3	3	5
New Industrial	0	0	1	0	5
Other Com/Ind	2	22	33	31	22
State Electrical	0	262	875	768	812
Sign	2	10	25	24	14
Occupancy Permits	0	1	29	65	14
Commercial Certificate of Occupancy-					
Other	0	8	3	14	3
<b>BUILDING INSPECTIONS</b>					
Residential	324	2120	2411	1112	1549
Hours	81.33	434.24	414.98	383.59	378.64
Commercial /Industrial	16	85	179	165	191
Hours	7.92	31.01	179	165	191
<b>CODE ENFORCEMENT</b>					
Total Cases	15	268	179	165	191
Hours	3.75	55.83	86.75	75.17	79.74
Complaints Received	1	77	98	132	117
<b>MEETINGS</b>					
Administration	5	48	68	51	15
Hours	13.75	20.76	103.67	101	62.43
Planning	6	69	135	73	17
Hours	5.25	80.58	155.5	86.82	17.33
Codes	2	24	35	27	16
Hours	4.51	35.1	40.16	18.67	28.25
<b>FEES</b>					
Permit Fees	\$119,515.10	\$ 645,262.51	\$ 523,552.31	\$ 170,723.50	\$96,532.75
Board Review Fees	\$75.00	\$ 8,025.00	\$ 3,750.00	\$ 4,683.00	\$3,599.00
City Impact Fee	\$38,595.00	\$ 211,883.01	\$ 212,537.89	\$ 137,458.00	\$36,788.85
Roads	\$11,811.00	\$ 60,086.50	\$ 98,885.80	\$ 112,424.58	\$13,901.37
Parks	\$12,276.00	\$ 59,994.00	\$ 23,140.00	\$ 10,163.90	\$ 4,459.10
Police	\$8,742.00	\$ 47,652.50	\$ 11,704.30	\$ 8,971.20	\$ 9,241.81
Fire	\$5,766.00	\$ 30,688.71	\$ 23,344.29	\$ 5,963.72	\$ 5,897.47
<b>OTHER ITEMS</b>					
Subdivision Lots	0	0	235	51	51
Commercial/Ind. Sq Ft	0	15,216	214,206	27,006	6,500
Multi-Family Units	0	375		0	144
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 18	\$ 3,332,927,399.00	\$1,633,984.00	\$922,141.63	\$573,840.00	\$573,840.00
Builders Bonds	0.00	\$ 18,000.00	\$ 69,366.43	\$ 45,366.43	\$43,866.43
Workings Days in Month	18	17	16	15	15



## Parks, Recreation, & Cultural Arts Department Monthly Report March 2020

### Summary of Month's Activities

This month was unlike any of us have experienced during our time in Parks and Recreation. Due to virus outbreak, all recreational activities and leagues have effectively shut down. All that's left is the few opportunities for passive recreation throughout our parks. Hopefully this won't last too long but safety is the main concern for all of us, so we are doing our best to keep that in mind while we go through this strange and difficult time. We will continue to find ways to serve the community with recreational opportunities even through this. That may look quite different than what we are used to but it is our duty and passion to provide recreational opportunities for people to improve their quality of life. So, you may see us offering online options for kids to interact digitally or scavenger hunts for people to come to our parks (in a safe and socially distant manner) and use all of the passive recreational opportunities that we offer. We want to do whatever we can to be a resource/outlet for people during this trying time.

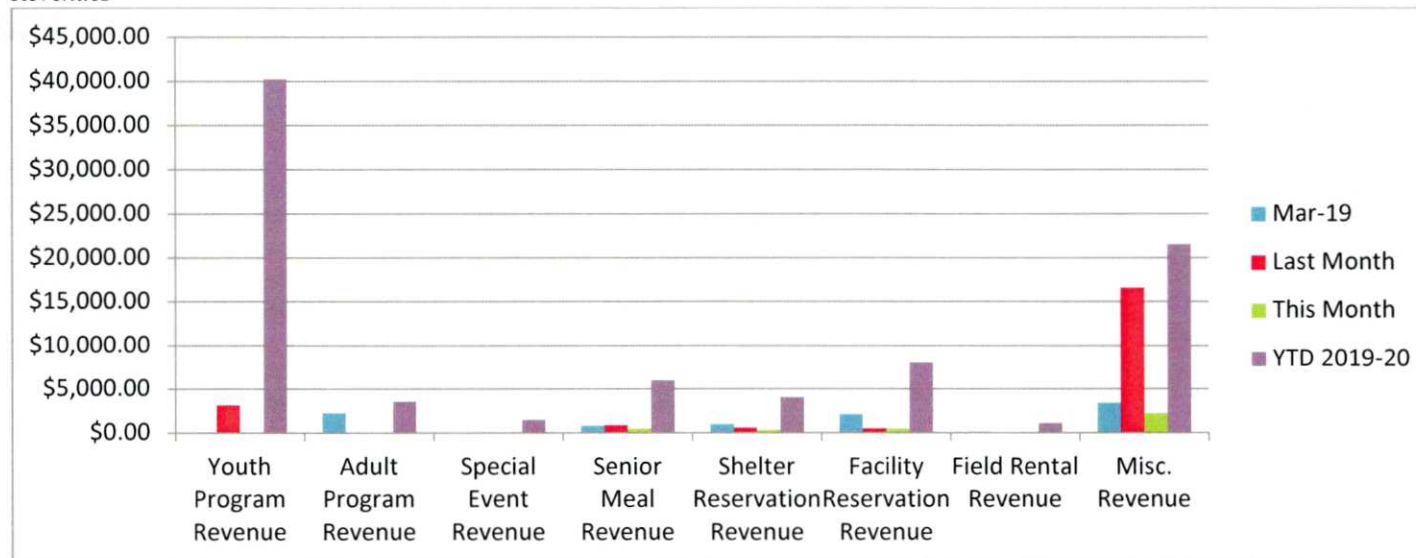
Even though most activities have stopped at our parks for the time being, we still have some projects going on. This is where some of them stand currently:

The Museum/Visitor Center renovation will start around May 18<sup>th</sup>. The Board approved the contractor (FTM Contracting) at the March meeting and the City asked them if they could postpone construction until May 18<sup>th</sup> and they agreed.

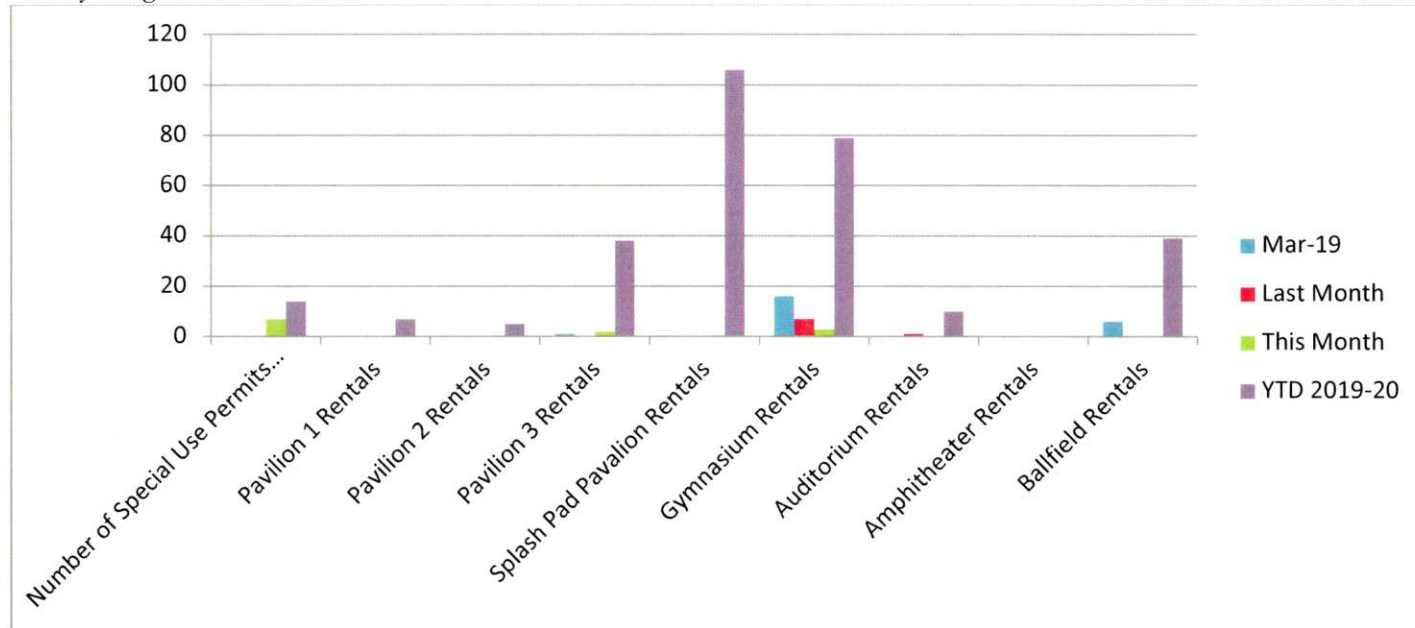
As far as the maintenance building goes, the site is ready for the pole barn company (Walt's Buildings) to proceed. They have given us a date of April 6<sup>th</sup> that they will start. They say they will be done within a weeks' time if the weather cooperates. From there, we will have to get the concrete work done, electrical, and plumbing, add garage doors, add an office and restroom, etc. So, plenty of work still remains but this will end up saving us a great deal of money.

Lastly, we have started making additional purchases for the Dog Park. Some items that are currently on order or have been delivered but not installed yet include: new agility items, rinse stations, benches, outdoor ceiling fans, turf for the wait stations, misting system, flood lights, and heaters. We have also been getting pricing on potential shade structures. We may only be able to add one or two this year because they are quite pricey but it's a start.

### Revenues



### Facility Usage



### Recreation

Due to the corona virus, we had to postpone our volleyball, challenger series baseball, youth soccer, and youth baseball programs. During this time, we have transitioned into more cleaning and repairs while we wait for the seasons to begin again. Uniforms have been ordered for both girls' volleyball and challenger baseball and will be picked up in early April.

We have been thoroughly cleaning the gym, lobby, and restrooms at city hall in addition to wiping down all the handles every day to help contain the spread of the virus. Some new ways we are engaging with the public is by posting activities on our Facebook page with ideas for kids. We had a contest where kids could build items out of paper and win prizes this past week like the one pictured below.

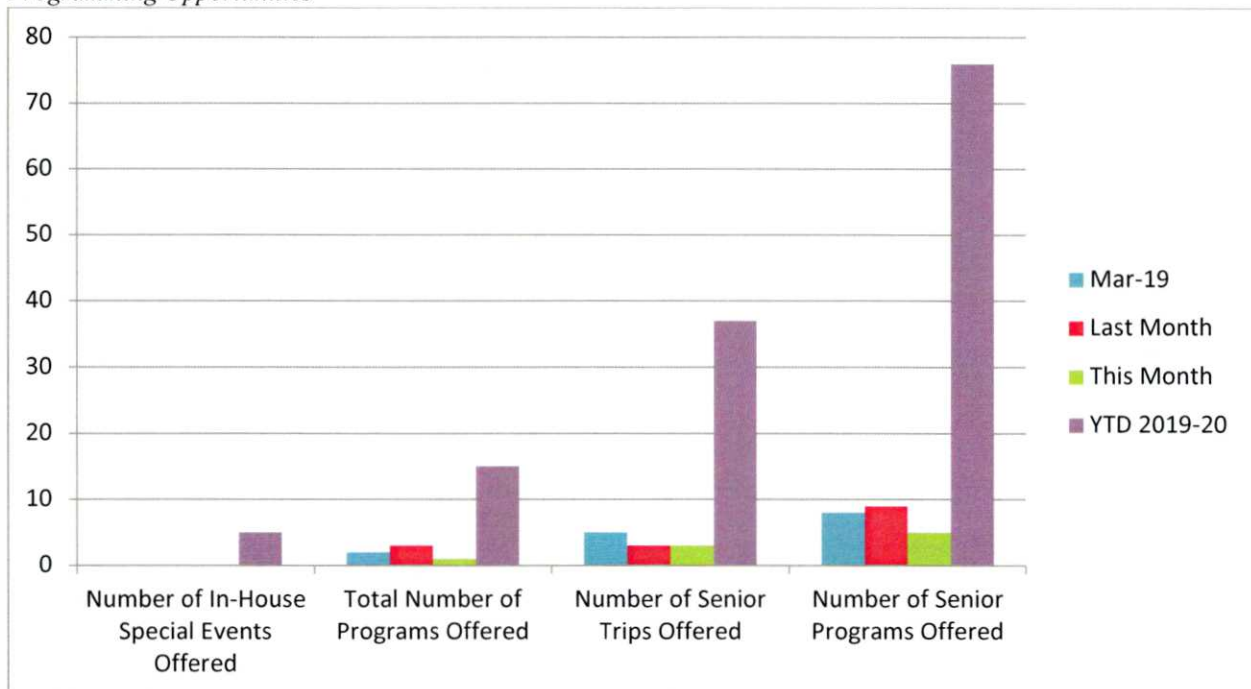


We also left some Frisbees at the park for residents to find and enjoy like the one below.



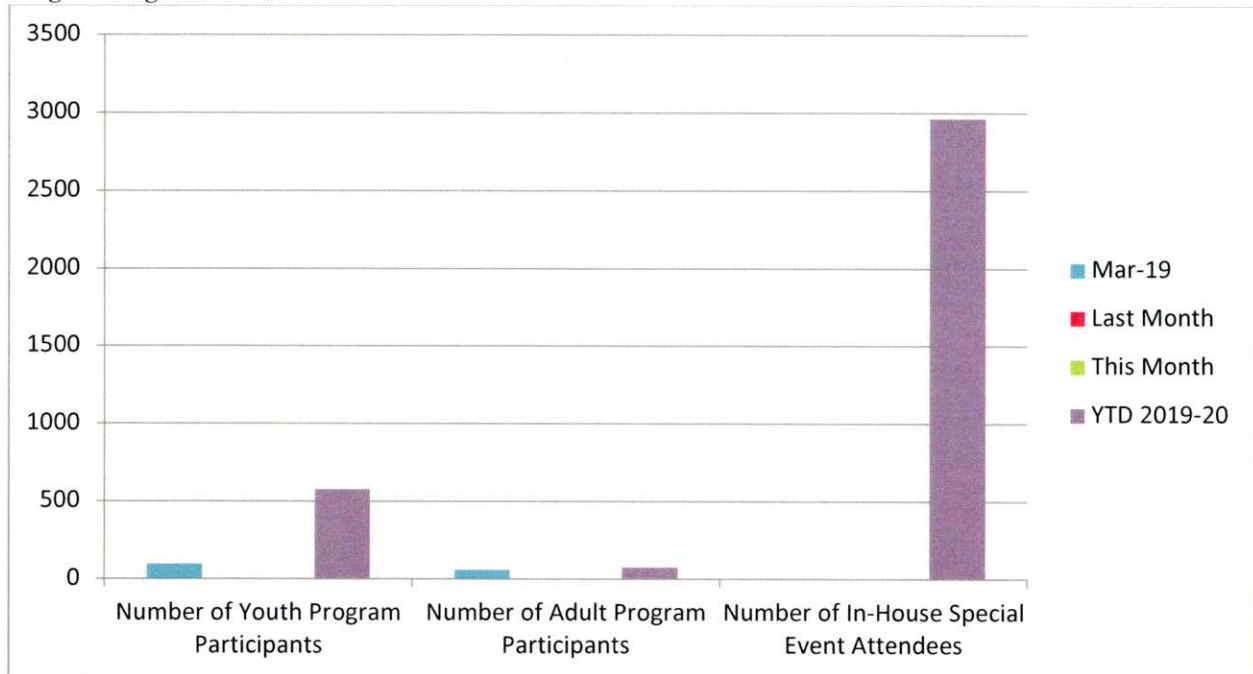
We will continue to look for ways to engage with the community through social media and continue to make improvements around the parks during this time.

#### *Programming Opportunities*





### Programming Attendance



### Park Maintenance

We began the month by finishing out the gym renovations that we started a few months ago. The guys filled in holes that were left throughout the entire gym. We finished by painting the beams that were newly installed and touched up other spots throughout the project.

Someone tagged a large portion of the “newly paved” Greenway with graffiti so we had to remove or paint over quite a few markings. The bridges, pavement, trees, and monuments were all hit in the tagging.

Two of the guys went through and trimmed up all the trees and ornamental grasses that were around the parks and trailheads. They also trimmed up everything that was at the front and main entrance of the park. More work is yet to come for the main entrance of the park.

Around the time the Coronavirus started to come about, a group sanded down and painted all of the picnic tables at the concession stand at the Quad, Pavilion #1 and Pavilion #3. They were all painted back the same brown color that they had previously been painted.

This same time, we began spraying down ALL playground equipment and playing surfaces. We did this every two days, up until they were finally shut down. We plan on pressure washing all of the equipment once the weather warms up for good.

We have begun spray painting all of the bollards that are at the entrances to the Greenway-walkways. People have had a bad time turning into walkway entrances instead of the regular parking lots. We’re evaluating painting the rest of the bollards throughout the park as well. We finish the bollards off with a nice strip of reflective tape at the top.

We ordered eight pallets of field conditioner that we were able to apply to fields 5, 6 & 8. We were able to get the conditioner applied after all the rain that we have had. These three fields now look better and play better than we’ve ever seen on them.

Now that we are getting into some warmer weather, we opened all the winterized items around the parks. Water fountains, bathrooms, dog park water bowls and concession stands. We had to go back and re-winterize the water fountains so that we could lock them out during the Covid-19 pandemic.

Lastly, we have begun to tear out ALL of the landscaping at the main entrance to the park. The evergreen bushes that were there look to be dead. The plan is to add much more year round and seasonal color, along with sealing the flower bed with cloth to eliminate weeds in the future.

We have started to mow around the parks in areas. We anticipate being 100% back into mowing by the beginning of next month.

### **Museum**

#### **Volunteers**

On Monday, March 2, 2020, the museum volunteers helped with taking down the quilt display which will soon be replaced with a women's display.

On Tuesday, March 10, 2020, museum volunteer Terry Palmer along with fiddle player Darrell Varley gave a Civil War presentation to the seniors group at Priest Lake Presbyterian Church in Nashville. Terry dressed in period costume and brought many of his own personal artifacts to use for demonstration. Darrell played fiddle music that you would have heard in encampments of the North and South. As a representative of the White House Inn Museum, Terry took museum brochures and post cards to distribute to seniors and to invite them to visit the White House Inn Museum.



With the closures of the schools due to COVID-19, two of the museum's school presentations were canceled for March.

The Museum volunteers worked a total of 9 hours in March.

#### **Exhibits**

Quilt display ended on February 27, 2020. The display was very successful and brightened up the museum with some color. Plans for a quilt display to return in 2021 or 2022.

Currently working on a display of local business women... this display should be up and ready for viewing by April 6. In addition to the business women's display, a Women's Suffrage display is being prepared for mid-April through the end of November. The year 2020 marks the 100<sup>th</sup> year since women were allowed to vote. This display will remind us of the struggle to get Amendment 19 passed and Tennessee's important role in its passage.

#### **Tours at Museum**

The museum had a few visitors in the beginning of March. The last walk-in tour was given on March 10 before the museum was closed to the public on March 19 due to COVID-19.

#### **Social Media**

Prepared a video for the City's Facebook page with editing help from Meagan Waller. The segment will be called White House History Wednesday with first post on April 1.

### Donations to Museum

Several pictures have been provided to the museum as the City prepares for its 50<sup>th</sup> celebration. Those pictures are currently being archived for later use.

Here are a couple examples of pictures being provided.



The Original McCurdy's Drug Store

Given by June Taylor

WHHS 1<sup>st</sup> Pride Band at

Provided by Lee Ann



Cherry Blossom Festival in DC

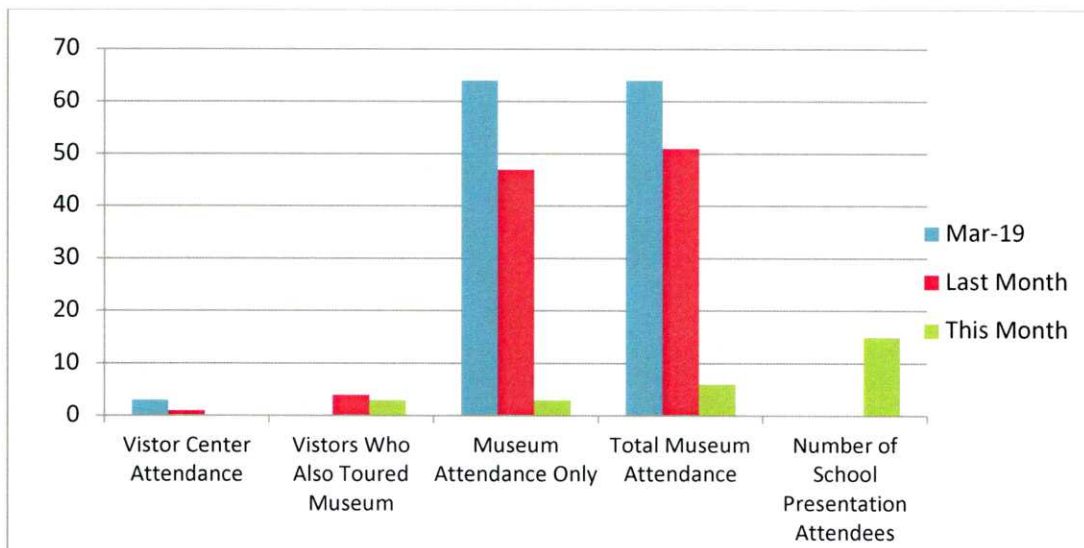
Chambers

Even though the doors may be closed for now, work is continuing on archiving, organizing, researching, videoing and more so that we have some new displays and display ideas when we are able to open our doors again.

### Visitors' Center and Museum Attendance

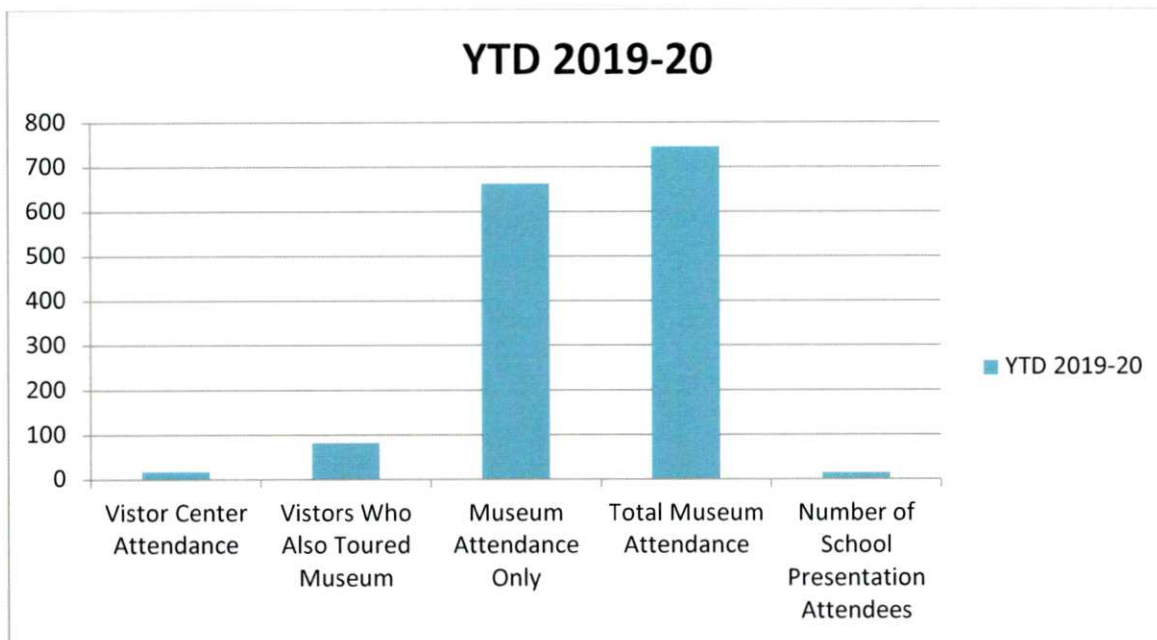
Visitors' Center	Visitors Who Also Toured Museum	Museum	Total Museum Visitors	Off Site Presentations Attendees
0	3	3	6	15

### Museum/Visitor Center Usage





*Museum/Visitor Center Usage YTD*



**Seniors**

**Senior Center Participation - March 2020**

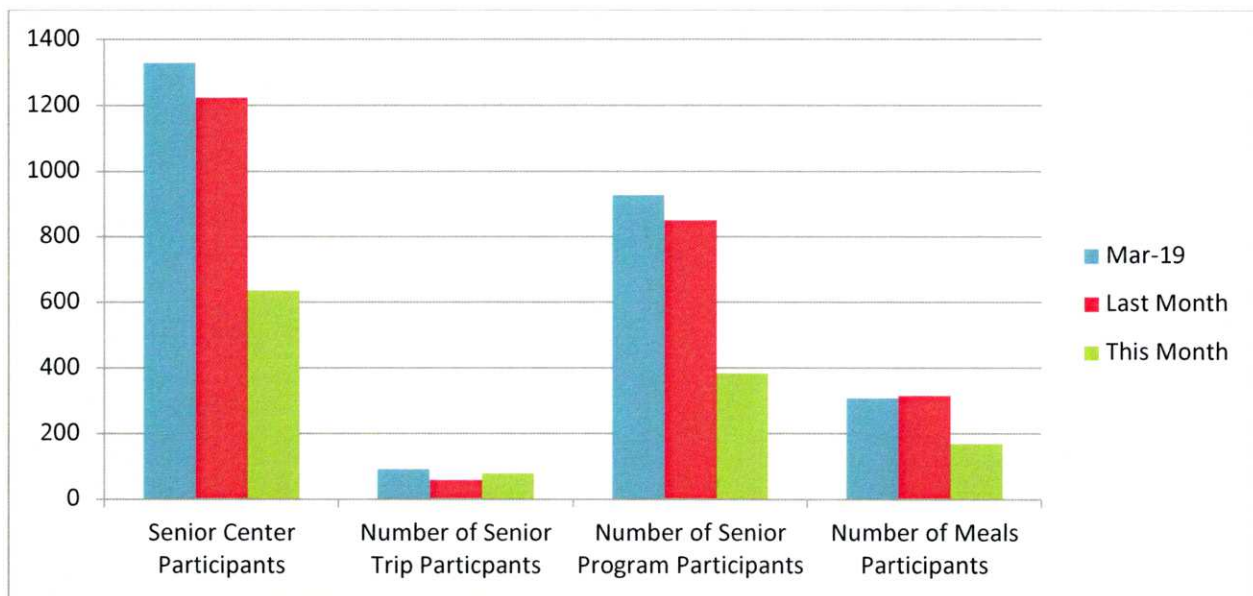
<b><u>Outings/Events:</u></b>	
Bowling	13
SitnStitch	11
St Patrick's Party	56
Railway Museum-Bowling Green	11
<b>Total</b>	<b>91</b>

<b><u>Sr Meals Wednesday</u></b>	
80	
90	
170	<b>Total</b>

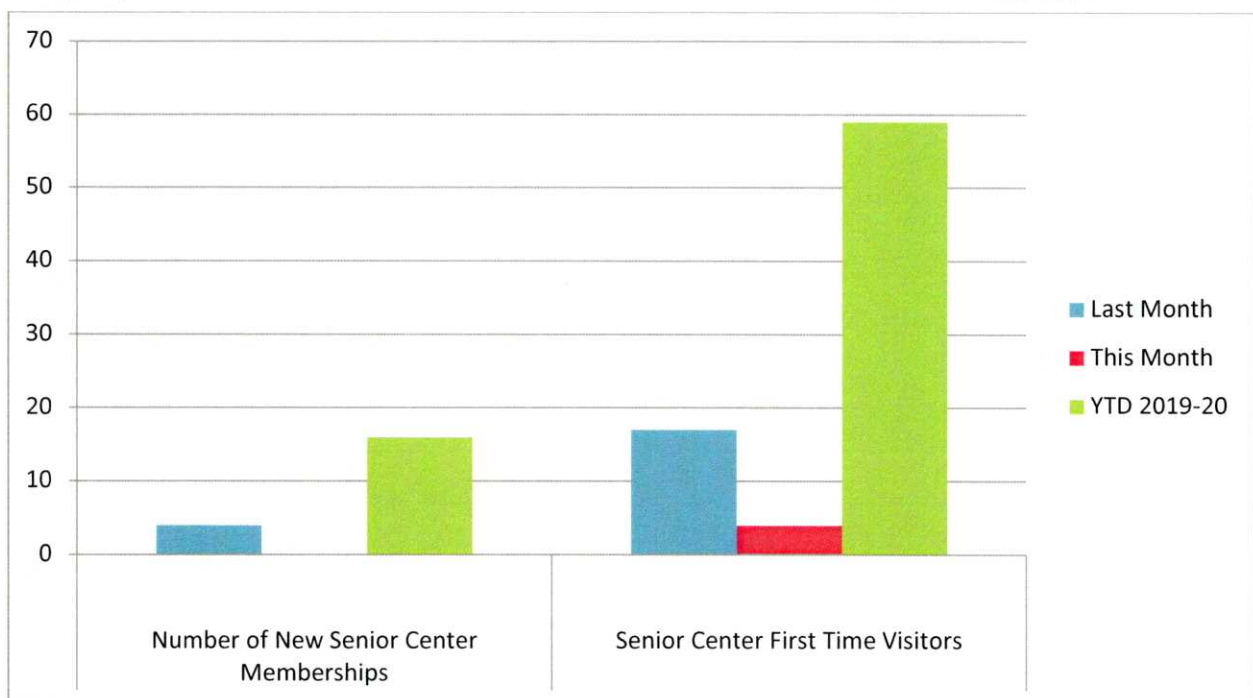
<b><u>Programs:</u></b>	
Walkers	78
Sittercise	140
Bingo/Cards/Billiards	126
BD Pot Luck/Lunch Pot Luck	30
<b>Total</b>	<b>374</b>

<b>NEW MEMBERS</b>	0
<b>CURRENT MEMBERS</b>	203
<b>FIRST TIME ATTENDEE</b>	4
<b>TOTAL Sr Center Participants:</b>	<b>635</b>

### Senior Programming/Participation



### New Senior Memberships/First-Time Visitors



Mar. 19	Feb-20	Mar. 20	YTD 19-20
---------	--------	---------	-----------

#### Facility Usage

Number of Special Use Permits Submitted	0	0	7	14
Pavilion 1 Rentals	0	0	0	7
Pavilion 2 Rentals	0	0	0	5
Pavilion 3 Rentals	1	0	2	38
Splash Pad Pavilion Rentals	0	0	0	106
Total Number of Pavilion Rentals	1	0	2	156
Gymnasium Rentals	16	7	3	79
Caferia Rentals	7	0	0	0
Auditorium Rentals	0	1	0	10
Amphitheater Rentals	0	0	0	0
Total Number of Facility Rentals	23	8	3	89
Ballfield Rentals	6	0	0	39
Vistor Center Attendance	3	1	0	18
Vistors Who Also Toured Museum	0	4	3	83
Museum Attendance Only	64	47	3	663
Total Museum Attendance	64	51	6	746

#### Programming

Number of Youth Program Participants	97	0	0	578
Number of Adult Program Participants	60	0	0	76
Number of In-House Special Events Offered	0	0	0	5
Number of In-House Special Event Attendees	0	0	0	2964
Total Number of Programs Offered	2	3	1	15
Number of Senior Center Memberships		203	203	1768
Number of New Senior Center Memberships		4	0	16
Senior Center Participants	1330	1,224	635	9594
Senior Center First Time Visitors		17	4	59
Number of Senior Trips Offered	5	3	3	37
Number of Senior Trip Participants	93	58	80	613
Number of Senior Programs Offered	8	9	5	76
Number of Senior Program Participants	928	850	385	6798
Number of Senior Meals Served	4	4	2	34
Number of Meals Participants	309	316	170	2235
Number of School Presentation Attendees			15	15

#### Revenues

Youth Program Revenue	\$0.00	\$3,176.00	\$0.00	\$40,266.00
Adult Program Revenue	\$2,250.00	\$0.00	\$0.00	\$3,580.00
Special Event Revenue	\$0.00	\$0.00	\$0.00	\$1,499.00
Senior Meal Revenue	\$800.50	\$855.50	\$447.50	\$5,961.50
Shelter Reservation Revenue	\$970.00	\$590.00	\$330.00	\$4,040.00
Facility Reservation Revenue	\$2,115.50	\$512.50	\$450.00	\$8,046.88
Field Rental Revenue	\$145.00	\$0.00	\$0.00	\$1,108.34
Misc. Revenue	\$3,388.08	\$16,607.00	\$2,210.00	\$21,560.75

#### Workflow

Mowing Hours	40	0	37	1674
Work Orders Received		0	0	8
Work Orders Completed		0	0	8
Number of Projects Started		4	3	29
Number of Projects Completed		2	3	23



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

**Official Service Area Populations**

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

**March Membership**

**Cumulative Members**

Year	New Members	Updated Members	Total Members	% of Population with Membership
2016	127	374	10,876	79
2017	115	319	12,109	88
2018	85	263	7,248	52
2019	90	254	8,565	61
2020	79	319	6,626	47

The library board voted to do a purge of inactive users in January 2020. This purge was to delete inactive users, which gives the library a better reflection of the number of people that are actually using the library. Although the library closed to the public on March 19, 2020 due to the COVID-19 Pandemic, we have enabled an on-line registration for cards so that the public can still have access to items.

**Total Material Available:** 36,837

**Estimated Value of Total Materials:** \$2,170,925      **Last Month:** \$915,075

**Total Materials Available Per Capita:** 2.59      **Last Month:** 2.57

**State Minimum Standard:** 2.00

The library's goal is to meet or exceed the state standard of 2.00 items per capita with either print or electronic items. The library is currently exceeding and wants to continue to do so as we need to keep up with the growth of the city.

**Materials Added in March**

2016	2017	2018	2019	2020
208	428	203	207	277

**Yearly Material Added**

2016	2017	2018	2019	2020
3,674	3,602	3,123	824	593

**Physical Items Checked Out in March**

2016	2017	2018	2019	2020
6,067	5,819	5,465	5,458	5,966

**Cumulative Physical Items Check Out**

2016	2017	2018	2019	2020
63,252	63,421	62,536	15,404	16,812

**March**

Miscellaneous Items	2016	2017	2018	2019	2020
Technology Devices	18	55	47	45	36
Study Rooms	80	74	80	84	29
Lego Table	140	120	264	200	70
Games and Puzzles	53	35	54	86	91
Seeds	0	420	107	84	47
Test Proctoring	0	0	15	14	6
Charging Station	0	6	12	8	1
STEAM Packs	*	*	*	20	23
Cake Pans	*	*	*	1	1
Notary Services	*	*	*	*	4

**Yearly Totals**

2016	2017	2018	2019	2020
299	585	644	137	81
821	828	1,082	253	178
2,094	2,643	1,891	553	459
510	528	743	222	330
82	1,197	586	112	178
9	56	152	27	18
26	86	90	19	16
*	*	148	61	25
*	*	6	1	4
*	*	*	16	27

**Universal Class March Counts**

Sign-ups	Courses Started	Videos Watched	Lessons Viewed	Class Submissions
1	1	6	12	6

**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	5	18	94	48

Universal Class is the database that the library purchased in July of 2017. Since the database subscription was used a good amount throughout the year, the library renewed its subscription in July of 2018. Thus, the library will offer this resource for another year.

**Computer Users**

March	2016	2017	2018	2019	2020
Wireless	545	601	1054	650	341
Adult Computers	393	360	449	380	178
Kids	158	209	183	194	78

**Yearly Computer Users**

2016	2017	2018	2019	2020
8,367	8,725	9,535	2,017	1465
4,640	4,413	4,642	1,103	952
2,136	2,209	2,088	556	395

**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	1	70	0	1	0

**Monthly**

March Kids	Kids Sessions	Kids Attendance
2016	20	267
2017	19	379
2018	12	219
2019	16	284
2020	7	145

**Yearly Totals**

Kids Sessions	Kids Attendance
178	2,988
181	4,268
158	4,437
46	737
30	677

In March, the library held 2 toddler story times, 2 preschool story times, and 2 afterschool programs before all programs were cancelled due to the COVID-19 pandemic.

**Monthly**

Mar	Teen Events	Teens Present
2016	5	14
2017	2	2
2018	6	21
2019	6	6
2020	3	11

**Yearly**

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

**Monthly**

Mar	Tween Events	Tweens Present
2019	*	*
2020	1	1

**Yearly**

Tween Events	Tweens Present
10	150
5	18

The library held 1 creative writing night, 1 cosplay club meetings, 1 Teen Advisory Board meeting for teens and one board game night for the tweens before all programs were cancelled due to the COVID-19 pandemic.

**Monthly**

March Adults	Adult Sessions	Adult Attendance
2016	4	13
2017	15	56
2018	18	59
2019	14	67
2020	8	31

**Yearly**

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

The library held 2 device advices, 2 art classes, 1 book club meetings, and 1 stitch club before all programs were cancelled due to the COVID-19 pandemic.

**Interlibrary Loan Services**

March	2016	2017	2018	2019	2020
Borrowed	78	83	66	73	63
Loaned	30	35	21	21	7

**Yearly Interlibrary Loan Services**

2016	2017	2018	2019	2020
668	562	690	184	185
249	305	410	103	43

**March 2020 R.E.A.D.S.**

Adults	Juvenile
1448	102

**19-20 Yearly Totals**

Adult	Juvenile
15,358	936

**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**

March 2020

**CITATIONS**

TOTAL MONIES COLLECTED FOR THE MONTH \$5,479.89

**TOTAL MONIES COLLECTED YTD \$55,329.89****STATE FINES**

TOTAL MONIES COLLECTED FOR MONTH \$2,186.28

**TOTAL MONIES COLLECTED YTD \$16,629.88**

TOTAL REVENUE FOR MONTH \$7,666.17

**TOTAL REVENUE YTD \$71,959.77****DISBURSEMENTS**

LITIGATION TAX \$431.45

DOS/DOH FINES &amp; FEES \$261.25

DOS TITLE &amp; REGISTRATION \$152.00

RESTITUTION/REFUNDS \$0.00

ONLINE CC FEES \$50.48

CARD FEES \$33.41

WORTHLESS CHECKS \$0.00

TOTAL DISBURSEMENTS FOR MONTH \$928.59

**TOTAL DISBURSEMENTS YTD \$8,434.27**

ADJUSTED REVENUE FOR MONTH \$6,737.58

**TOTAL ADJUSTED REVENUE YTD \$63,525.50****DRUG FUND**

DRUG FUND DONATIONS FOR MONTH \$475.00

**DRUG FUND DONATIONS YTD \$4,432.21**

Offenses Convicted & Paid For Month	Count	Paid
Animal Control	1	\$0.00
Financial Responsibility Law	21	\$755.00
Registration Law	12	\$857.03
Texting/Miscellaneous	1	\$61.00
Improper Turn	1	\$55.00
Miscellaneous	1	\$56.51
DL Exhibited	1	\$0.00
Red Light	7	\$616.18
Following Too Closely	1	\$0.00
Stop Sign	4	\$332.06
Speeding	22	\$1,974.20
Seat Belt	3	\$132.76
Failure To Yield	1	\$95.00
Exercise Due Care	5	\$229.67
Parking Where Prohibited	2	\$265.00
Total	83	\$5,429.41



## RESOLUTION 20-04

### **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 2019. The annexed property contains 104 acres on North Palmers Chapel Road and Fern Valley 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 March 9, 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 Calista 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.

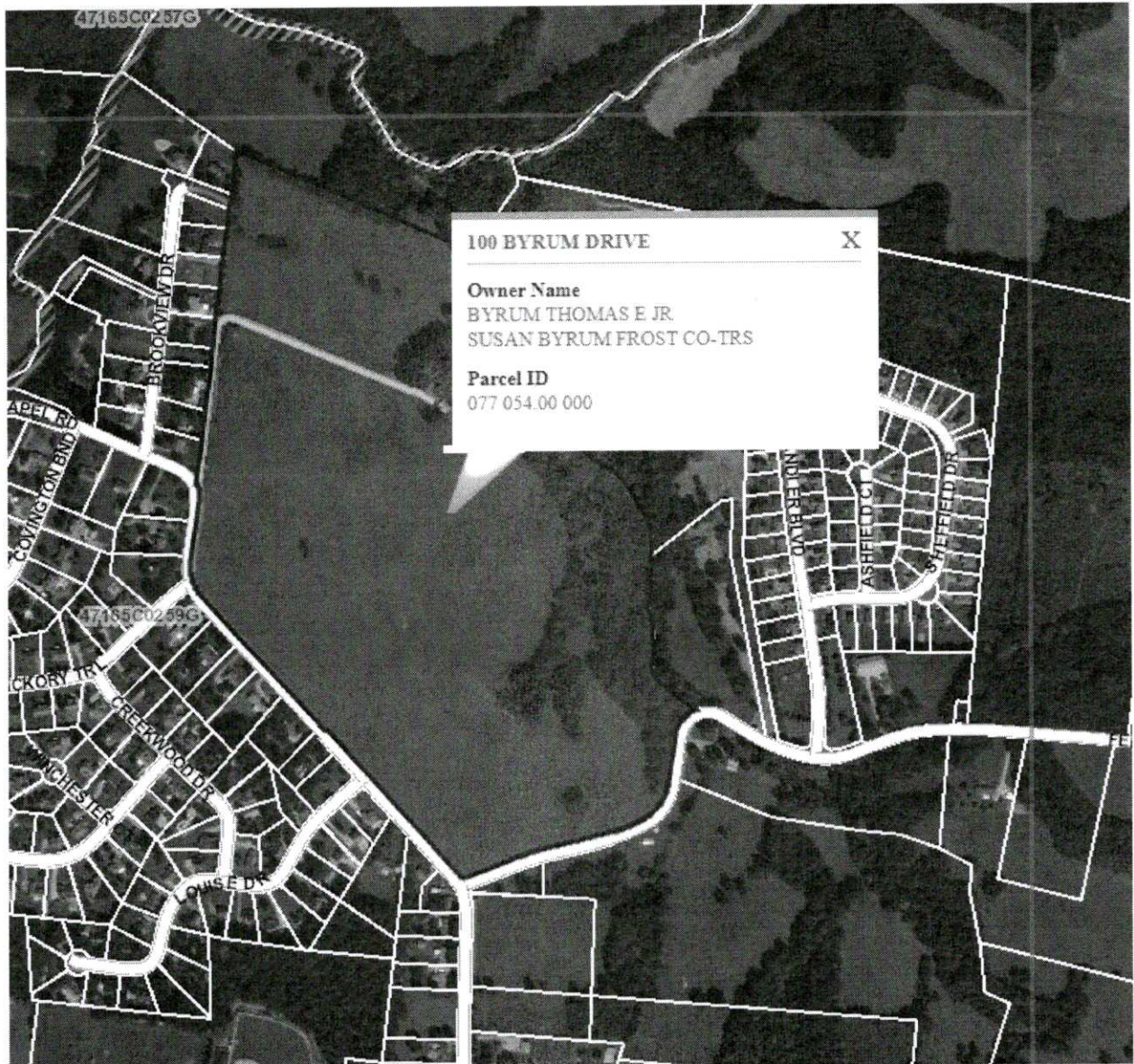
Adopted this day 16<sup>th</sup> day of April 2020.

\_\_\_\_\_  
Mike Arnold, Mayor

ATTEST:

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







**RESOLUTION 20-03**

**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 16<sup>th</sup> day of April 2020, and notice thereof published in the Browser Connection on **April 7, 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:

Territories include approximately North Palmers Chapel Road and Fern Valley Road. The annexed territories contain 104 acres including Sumner County Tax Map 077, Parcels 054.00 and 054.01 as shown with **"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:                      March 19, 2020                      PASSED

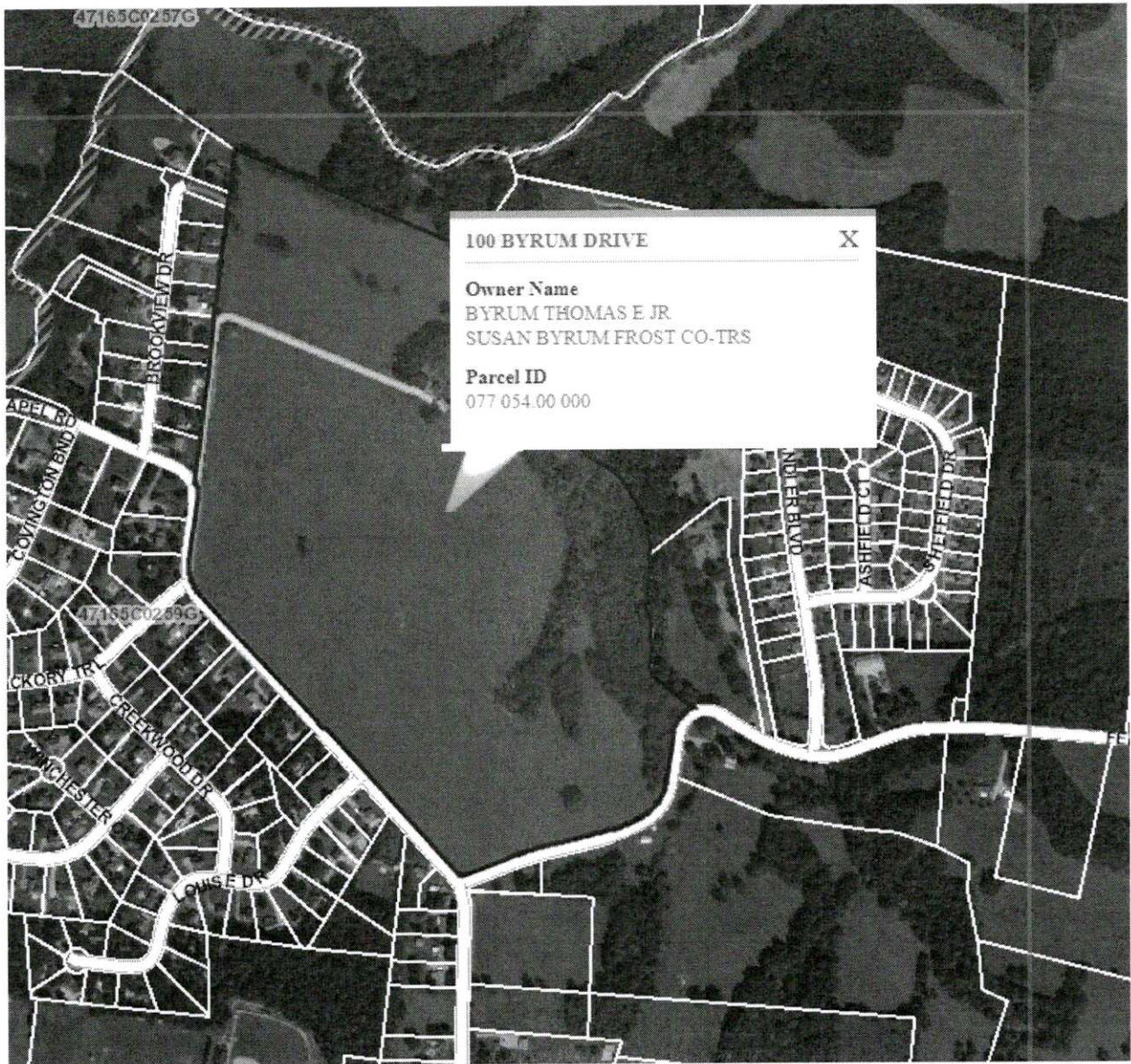
Second Reading:                      April 16, 2020

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

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

RESOLUTION 20-03  
"EXHIBIT A"





## RESOLUTION 20-05

### INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF WHITE HOUSE, TENNESSEE, OF NOT TO EXCEED \$2,750,000, 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

**WHEREAS**, it is necessary and in the public interest of the City of White House, Tennessee (the "City"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing public works projects, as hereinafter more fully described.

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

Section 1. For the purpose of financing all or a portion of the costs of the acquisition of land for use as park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the City is hereby authorized to incur Indebtedness in the amount of not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

Section 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the City legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the City, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City will be irrevocably pledged.

Section 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

Section 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the City.



Section 5. This Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Adopted and approved this 16th day of April, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of White House, Tennessee, shall have been filed with the City Recorder of the City of White House, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

STATE OF TENNESSEE)  
COUNTIES OF ROBERTSON AND SUMNER)

I, Derek Watson, hereby certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said Municipality held on April 16, 2020; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the borrowing of funds and the incurring of indebtedness in the amount of not to exceed \$2,750,000 by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of April, 2020.

\_\_\_\_\_  
City Recorder

(SEAL)

## RESOLUTION 20-06

**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 \$2,750,000; 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**

**WHEREAS**, the Board of Mayor and Aldermen (the "Board"), of the City of White House, Tennessee (the "Municipality" or the "City"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of financing all or a portion of the costs of the acquisition of land for use as park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

**WHEREAS**, it has been determined by the Board of the City to be in the best interests of the City to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

**WHEREAS**, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one or more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

**WHEREAS**, in order to effectuate the program, the Authority has authorized and approved by its Resolution, adopted March 12, 2018, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

**WHEREAS**, the Authority will issue its Local Government Loan Program Bond, Series 2020 (City of White House Loan) (the "Bond"), in the principal amount of not to exceed Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000), and loan the proceeds thereof to the Municipality pursuant to the provisions of a Loan Agreement, by and among the City, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

**WHEREAS**, the Board of the City has on the date hereof adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$2,750,000, and the City Recorder has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

**WHEREAS**, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged; and,

**WHEREAS**, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").



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

Section 1.      Approval of the Loan.      (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the City, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$2,750,000 and the City is hereby authorized to borrow such funds from the Authority (the "Loan").

(b)      The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and City Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor shall determine is in the best interest of the Municipality. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of fifteen years. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the Purchaser, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality, in accordance with the terms of this Resolution and the Loan Agreement.

Section 2.      Approval of Loan Agreement.      The form, terms, and provision of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Board hereby authorizes the Mayor and the City Recorder of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Section 3.      Fulfillment of Obligations.      The Board of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4.      Tax Levy.      There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

Section 5.      Approval of Bond.      For the purpose of providing funds to make the loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved.

Section 6.      Disposition of Proceeds.      The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds, upon submission of a requisition for such funds by the Municipality to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond.

Section 7.      Consent to Assignment.      The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8.      Arbitrage Certification.      The Municipality recognizes that the purchaser and owner of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board 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 Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 9.      Miscellaneous Acts.      The Mayor, the City Recorder, the City Administrator, the Finance Director, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

Section 10.      Captions.      The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 11.      Severability.      Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 12.      Repeal of Conflicting Resolutions.      All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 13.      Effective Date.      This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 16th day of April, 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder



STATE OF TENNESSEE)  
COUNTIES OF ROBERTSON AND SUMNER)

I, Derek Watson, hereby certify that I am the duly qualified and acting City Recorder of the City of White House, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said Municipality held on April 16, 2020; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the borrowing of funds and the incurring of indebtedness in the amount of not to exceed \$2,750,000 by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 16th day of April, 2020.

\_\_\_\_\_  
City Recorder

(SEAL)



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**LOAN AGREEMENT**

**BY AND AMONG**

**THE PUBLIC BUILDING AUTHORITY OF  
THE CITY OF  
CLARKSVILLE, TENNESSEE,**

**CITY OF WHITE HOUSE, TENNESSEE,**

**AND**

**FIRST HORIZON TE1, LLC, A SUBSIDIARY OF  
FIRST HORIZON BANK,  
Nashville, Tennessee**

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**Relating to  
\$2,750,000  
The Public Building Authority of the  
City of Clarksville, Tennessee  
Local Government Loan Program Bond,  
Series 2020  
(City of White House Loan)**

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**Dated: July \_\_, 2020**

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## **LOAN AGREEMENT**

**\$2,750,000**

**The Public Building Authority of the City of Clarksville, Tennessee  
Local Government Loan Program Bond, Series 2020  
(City of White House Loan)**

This Loan Agreement (the "Loan Agreement"), dated as of July \_\_, 2020 and entered into by and among THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), the CITY OF WHITE HOUSE, TENNESSEE, a municipal corporation organized and duly existing under the laws of the State of Tennessee (the "Borrower" or the "City"), and FIRST HORIZON TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee, a national banking association (the "Bank") (collectively, the "Parties"):

### **WITNESSETH:**

WHEREAS, the Issuer is authorized by Title 12, Chapter 10, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed;

WHEREAS, the Issuer has determined that there is substantial need within the State for a financing program which will provide funds for qualifying projects for municipal corporations in the State;

WHEREAS, the Issuer is authorized under the Act to issue its revenue bonds to provide funds for such purposes;

WHEREAS, the Issuer has determined that the public interest will best be served and that the purposes of the Act can be more advantageously obtained by the Issuer's issuance of its revenue bonds in order to loan funds to participating municipal corporations to finance projects;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution adopted March 12, 2018, the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount of not to exceed \$300,000,000;

WHEREAS, the City is a municipal corporation lawfully organized and existing under the laws of the State of Tennessee;

WHEREAS, the City is authorized under the Act, its Charter, and its resolutions to enter into this Loan Agreement for the purposes of financing the costs of projects authorized by the Act;

WHEREAS, the Issuer and the City have determined that the provision of funds by the Issuer to the City (the "Loan"), pursuant to the terms of this Loan Agreement and the Bond Purchase Agreement, of even date hereof, between the Issuer and First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank" or "Purchaser"), including any amendments and supplements thereto, will make possible the financing of the Project for the City resulting in the efficient and economic furnishing of governmental services to the citizens residing within the boundaries of the City; and,

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City, by an Initial Resolution, adopted by the Board on April 16, 2020 (the "Initial Resolution"), approved the borrowing of funds and the incurring of indebtedness in an amount of not to exceed \$2,750,000 in the form of a loan from the Issuer for the purpose of financing all or a portion of the costs of the acquisition of land for use as a park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), and by a Loan Resolution adopted by the Board on April 16, 2020 (the "Loan Resolution"), authorized a loan under a loan agreement between the Borrower and the Issuer for the aforementioned purposes and the assignment of the Borrower's obligation under such loan agreement;

WHEREAS, the Loan will be administered by The Tennessee Municipal Bond Fund (the "Administrator"), under that certain Program Management Contract, dated of even date herewith, by and between the Issuer and the Administrator; and,

WHEREAS, pursuant to the Issuer Resolution, in order to assist the Borrower in the financing of the Project, the Issuer has agreed to authorize, issue, sell, and deliver its Local Government Loan Program Bond, Series 2020 (City of White House Loan) (the "Bond"), in the maximum principal amount of \$2,750,000.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

## **ARTICLE I**

### **AUTHORITY**

Section 1.01. Authority. This rights and obligations of the parties to this Loan Agreement are authorized by Title 12, Chapter 10 and Title 9, Chapter 21 of Tennessee Code Annotated, as amended, and other applicable provisions of law.

## **ARTICLE II**

### **DEFINITIONS**

Section 2.01. Definitions. The following terms shall have the following meanings in this Loan Agreement unless the text expressly or by necessary implication requires otherwise or unless reference to definitions contained in another document as part of this transaction:

"Act" means Title 12, Chapter 10, Tennessee Code Annotated, as amended,



"Administrator" means the Tennessee Municipal Bond Fund, and its successors or assigns.

"Authorized Officer of the Borrower" means the Mayor or the City Recorder and any other person or persons authorized pursuant to law or a resolution of the Board of Mayor and Aldermen of the Borrower to perform such act or execute such documents on behalf of the Borrower.

"Bank" means First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee, or its successors and assigns.

"Bond" means the Local Government Loan Program Bond, Series 2020 (City of White House Loan), dated the date of its issuance and delivery, issued in the maximum principal amount of \$2,750,000.

"Bond Counsel" means Bone McAllester Norton PLLC, Nashville, Tennessee.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date hereof, between the Issuer, as the issuer of the Bond, and the Bank, as the purchaser of the Bond, describing the rights and obligations of both parties relating to the private placement of the Bond.

"Borrower" means City of White House, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee.

"Borrower Resolutions" mean collectively, the Initial Resolution and the Loan Resolution of the Borrower.

"Borrower's Tax Certificate" means a tax exemption certificate, including exhibits thereto, which is entered into by the Borrower consistent with the requirements of Section 1.148-2(b) of the Treasury Regulations.

"Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, or the city or cities in which the primary office of the Bank is authorized by law or executive order to close, or (c) a day on which the New York Stock Exchange is closed.

"City Recorder" means the duly appointed and qualified City Recorder of the City and all successors to such office.

"Closing" means the date at which time the Loan to the Borrower is made to finance or refinance the Cost of the Project.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bond and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bond.

"Cost of the Project" means all or a portion of the costs of the acquisition of land for use as a park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become a Loan Default hereunder.



"Drawing" means a disbursement from the Project Fund pursuant to Section 4.06 hereof.

"Favorable Opinion of Bond Counsel" means, when used with respect to or in connection with any action, a written opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest paid on the Bond from gross income for federal income tax purposes.

"Initial Resolution" means that certain Initial Resolution adopted by the Board of the City pursuant to the Section 9-21-205 of Tennessee Code Annotated, on April 16, 2020, authorizing the City to incur indebtedness with the Issuer to finance the Project.

"Issuer" means The Public Building Authority of the City of Clarksville, Tennessee, a public nonprofit corporation organized and existing under the laws of the State of Tennessee.

"Issuer Resolution" means the resolution of the Issuer, adopted on March 12, 2018, providing for the issuance of its Local Government Loan Program Bonds, in the aggregate principal amount not to exceed \$300,000,000, of which the Bond is one of such authorized obligations.

"Loan" means the loan as authorized by this Loan Agreement, the Borrower Resolutions, and the Issuer Resolution.

"Loan Amount" means the aggregate principal amount of all Drawings from time to time up to the Loan Commitment Amount.

"Loan Commitment Amount" means the maximum principal amount of \$2,750,000, or other amount as may be determined by the Issuer, the Borrower, and the Bank.

"Loan Rate" means, at any point in time, the applicable rate of interest on the Loan as described in Section 4.08 hereof, as determined by the Bank, and agreed to by the Borrower.

"Loan Repayment Date" means the first day of each of June and December, or if such day is not a Business Day, the next succeeding Business Day.

"Loan Repayments" means the payment of principal and interest on the Loan pursuant to the terms of this Loan Agreement.

"Loan Resolution" means that certain Resolution adopted by the Board of the City on April 16, 2020, authorizing a loan under a loan agreement between the Borrower and the Issuer to finance the Project.

"Mayor" shall mean the duly elected and qualified Mayor of the City and all successors to such office.

"Outstanding Loan Amount" means the Loan Amount minus principal prepayments and repayments made to the Bank.

"Project" means all or a portion of the costs of the acquisition of land for use as a park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as authorized by the Borrower Resolutions.

"Registration Agent" means the Chairman or Secretary of the Issuer, or any successor designated by its Board of Directors, as described in the Bond Purchase Agreement to maintain a register identifying the owner of the Bond.

"Repayment Exhibit" means the debt service schedule of the Loan Amount made to the Borrower and attached hereto as EXHIBIT B, as the same may be amended from time to time in accordance with the provisions of this Loan Agreement.

### **ARTICLE III**

#### **REPRESENTATIONS AND COVENANTS OF BORROWER**

Section 3.01. Representations of Borrower. The Borrower represents for the benefit of the Issuer and the Bank as follows:

(a) Organization and Authority.

(1) The Borrower is a municipal corporation, duly created and validly existing, in good standing pursuant to the constitution and statutes of the State.

(2) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its activities, to enter into this Loan Agreement and the Borrower's Tax Certificate, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement and the Borrower's Tax Certificate.

(3) The proceedings of the Borrower's Board approving this Loan Agreement and the Borrower's Tax Certificate and authorizing their execution and delivery on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law.

(4) This Loan Agreement and the Borrower's Tax Certificate have been duly authorized, executed, and delivered by Authorized Officers of the Borrower; and, assuming that the Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered this Loan Agreement, this Loan Agreement and the Borrower's Tax Certificate, constitute the legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms subject to future proceedings under bankruptcy, reorganization, debt arrangements, insolvency, or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights. The information provided and to be provided to the Issuer, the Administrator, and the Bank in connection with obtaining the Loan hereunder is true and accurate in all respects.

(b) Full Disclosure. The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Issuer, the Administrator, or the Bank do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Issuer, the Administrator, and the Bank in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make the payments under this Loan Agreement when and as the same become due and payable.



(c) Pending Litigation. There is no litigation or legal or governmental action, inquiry, investigation, or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and other payments required hereby and otherwise perform its obligations under this Loan Agreement, that have not been disclosed in writing to the Bank, the Administrator, and the Issuer in the Borrower's application for its Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. The execution and delivery of this Loan Agreement by the Borrower, the performance by the Borrower of its obligations hereunder, and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than this Loan Agreement) to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon execution of this Loan Agreement or receipt of the proceeds of the Loan, would constitute a Default or a Loan Default. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all Loan Repayments or other payments required hereby or otherwise perform its obligations under this Loan Agreement.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Borrower of its obligations under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Borrower has complied with any applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making and performance by the Borrower of its obligations under this Loan Agreement or the Borrower's Tax Certificate or with the undertaking or completion of the Project and the financing thereof. The financing of the Project as contemplated by this Loan Agreement is consistent with the terms of any such governmental consent, order, or any action applicable thereto. No consent, approval or authorization of, or filing, registration, or qualification with, any governmental authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, the Borrower's Tax Certificate, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

(1) The Borrower is in compliance with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower; and,



(2) The Borrower has obtained all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities, and agrees to obtain all licenses, permits, franchises, or other governmental authorizations which may be required in the future, which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 3.02. Particular Covenants of the Borrower.

(a) Performance of this Loan Agreement. The Borrower agrees: (i) to cooperate with the Issuer and the Bank in the performance of the respective obligations of the Bank and the Issuer under this Loan Agreement; (ii) to establish, levy, and collect ad valorem taxes on all taxable property within the City, sufficient to pay when due the annual amounts payable and sufficient to fulfill the terms and provisions of this Loan Agreement; and, (iii) to deliver to the Issuer, the Administrator, and the Bank, and any designee of such parties, any report or certificate required to comply or to evidence compliance with requirements imposed by the Bank.

(b) Inspections. The Borrower shall permit the Issuer, the Administrator, and the Bank, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto (other than documents the confidentiality of which is protected by law or professional codes of ethics) and to its financial standing, and shall supply such reports and information as the Issuer or the Bank may reasonably require in connection therewith.

(c) No Federal Guarantee. The Borrower has not secured and will not secure any of its obligations hereunder by any obligation which is federally guaranteed within the meaning of Section 149(b) of the Code.

(d) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance with respect to its property, insuring against such casualties and contingencies of such types (including public liability insurance) and in such amounts as are customary in the case of persons engaged in the same or similar activity and similarly situated.

(e) Cost of Project. The Borrower certifies that the Cost of the Project is a reasonable and accurate estimation and upon direction of the Bank, the Administrator, or the Issuer will supply the same with a certificate from independent engineers stating that such Cost of the Project is a reasonable and accurate estimation.

(f) Project. All items constituting the Project constitute a "project" as defined in the Act. The Borrower intends to cause the Project to be operated at all times during the term of the Loan Agreement as a governmental facility which qualifies as a "project" as defined in the Act.

The Loan Amount will not exceed the cost of and incidental costs related to the acquisition, construction, improvement, and financing of the Project and the issuance of the Bond by the Issuer to provide funds to make the Loan. The Project is needed by the Borrower and will not result in an unnecessary duplication of existing facilities. The Project is consistent with the orderly development and provisions of services in the area in which the Borrower is located. The Borrower will proceed with due diligence to complete the Project.

(g) Information. The Borrower shall, at the reasonable request of the Issuer, the Administrator, or the Bank, discuss the Borrower's financial matters with the Issuer, the Administrator, or the Bank and provide the Issuer, the Administrator, or the Bank with access to and copies of any documents (other than documents the confidentiality of which is protected by law or professional codes of ethics) reasonably requested by the Issuer, the Administrator, or the Bank.

(h) Maintenance and Use of Project.

(1) The Borrower will maintain the Project in good condition and make all necessary renewals, replacements, additions, betterments, and improvements thereof and thereto. However, the Borrower may sell or otherwise dispose of all or any part of the Project for fair market value if such part has become obsolete or outmoded or for other reasons is not needed by the Borrower, so long as (i) the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to such sale or other disposition, and (ii) the proceeds of such sale or other disposition are used by the Borrower to purchase replacements or substitutions for the Project sold or disposed of, which replacements or substitutions shall become a part of the Project, or to prepay the Loan. The Borrower represents that it does not presently intend to sell the Project.

(2) The Borrower will not use the Project or suffer or permit the Project or any portion thereof to be used for other than a governmental, public purpose by the Borrower.

(i) Agreements Requested by the Bank. The Borrower shall provide a copy of its annual budget to Bank as soon as it is approved. The Borrower shall also provide a copy of any notices received from any rating agency maintaining a rating on the Bond which announces a change in such rating.

(j) Delivery of Information. The Borrower will deliver to the Issuer, the Administrator, and the Bank as soon as available and in any event within 270 days after the end of each fiscal year, an audited statement of its financial position as of the end of such fiscal year and the related statements of revenues and expenses for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by the independent auditor engaged by the Borrower on the date of this Loan Agreement or other independent certified public accountants acceptable to the Issuer, the Administrator, and the Bank and which shall include the Division of Local Government Audit, or any successor thereto, which acceptance will not be unreasonably withheld, whose report shall state that such financial statements present fairly the financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year.

(k) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's auditors) reflecting all of its financial transactions.

(l) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and orders of any governmental authority, noncompliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(m) Indemnity. To the extent legally permissible, the Borrower will pay, and will protect, indemnify, and save the Issuer and the Administrator, each member, officer, director, employee, and agent of the Issuer and the Administrator, and each other person, if any, who has the power directly or indirectly, to direct or cause the direction of the management and policies of the Issuer, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or



resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees, or otherwise of the Borrower or its successors and assigns) arising or resulting from, out of, or in connection with, the Bond, the Project, this Loan Agreement, or the breach or violation of any event, covenant, representations, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith.

To the extent legally permissible, the Borrower will pay, and will protect, indemnify and save the Bank, the Administrator, and the Issuer, their officers, directors, agents, and employees, and each person, if any, who controls the Bank, the Administrator, or the Issuer or any of its directors, officers, agents, or employees within the meaning of the Securities Exchange Act of 1934, as amended, harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever nature directly or indirectly arising or resulting from, or in connection with, the breach or violation by the Borrower of any agreement, covenant, representation, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action to retain counsel satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

All amounts payable to or with respect to the Issuer under this Section shall be deemed to be fees and expenses of the Issuer for purposes of the provisions hereof dealing with the assignment of the Issuer's rights hereunder.

The provisions of this subparagraph shall survive the payment in full and termination of this Loan Agreement.

(n) Further Assurance. The Borrower shall execute and deliver to the Issuer, the Administrator, and the Bank all such documents and instruments and do all such other acts and things as may be necessary or required by the Issuer, the Administrator, and the Bank to exercise and enforce their rights under this Loan Agreement and to realize thereon, and record and file and rerecord and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Issuer and the Bank to validate, preserve, and protect the position of the Issuer, the Administrator, and the Bank under this Loan Agreement.

(o) Information Reports. The Borrower covenants to provide the Issuer or the Administrator, on behalf of the Issuer, with all material information necessary to enable the Issuer to file all reports required under Section 149(e) of the Code, if any, to assure that interest paid by the Issuer on the Bond shall be excluded from gross income of the owner for federal income tax purposes.



(p) Tax Exempt Status of Bond. The Issuer and the Borrower understand that it is the intention hereof that the interest on the Bond not be included within the gross income of the owner thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Bond to remain excludable from gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes and shall refrain from taking any action which results in such interest becoming so included.

The Borrower covenants that it will record or file or cause to be recorded or filed in such manner and in such places whatever documents as may be required by law, the Bank or the Issuer to be recorded or filed in order to protect fully the security of the owner of the Bond, and, if applicable, the tax-exempt status of such Bond, including, but not limited to, the filing of all reports as may be required from time to time pursuant to the Code.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bond, with respect to the payments derived from the Bond, or with respect to the purchase of other obligations, which action or failure to act may cause the Bond to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code.

The Borrower will file, or cause to be filed, a Form 8038-G (or successor form) with respect to the Loan in a timely manner. The Borrower has on the date hereof executed a Borrower's Tax Certificate and hereby agrees to observe all covenants contained therein.

(q) Maintenance of Existence; Merger, Consolidation, Etc. The Borrower will maintain its corporate existence, and status as a municipal corporation, as defined in the Act, except that it may dissolve or otherwise dispose of all or substantially all of its assets and may consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it if (i) the surviving, resulting, or transferee corporation is a municipal corporation, as defined in the Act, and, if other than the Borrower, assumes in writing all of the obligations of the Borrower hereunder; and (ii) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under this Loan Agreement. In addition, the Borrower will obtain (y) an opinion of Borrower's counsel that the merger or consolidation complies with this paragraph (q), and (z) a Favorable Opinion of Bond Counsel delivered to the Issuer and the Bank with respect to the merger or consolidation.

(r) Use of Proceeds. Except to the extent that the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees as follows with respect to the use of the Loan Amount; *provided, however*, that if the Borrower shall deliver to the Issuer, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to compliance with a requirement other than, different from or in addition to those set forth below, then the Borrower shall comply with such other, different or additional requirement:

(1) The Borrower will apply the Loan Amount from the Issuer solely for the financing of the Project as set forth in EXHIBIT A hereto. The Project shall be used in or in connection with the governmental purposes of the Borrower consistent with the Borrower Resolutions.

(2) None of the Loan Amount is being or will be used to refund or refinance any debt instruments, except as provided in this Loan Agreement and consistent with the terms of the Borrower Resolutions.

(3) The Borrower covenants that neither it nor any related person as contemplated by United States Treasury Regulation Section 1.148-1(b) shall, pursuant to an arrangement, formal or informal, purchase any bonds of the Issuer in an amount related to the Loan Amount delivered in connection with the transaction contemplated hereby.

(4) The Borrower will not use any of the Loan Amount in any manner that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and will take such actions as are necessary and within its power to assure that the interest on the Bond will not be subject to inclusion in the gross income of the owner thereof for federal income tax purposes by virtue of the Bond being an "arbitrage bond".

(5) (a) No more than five percent of the Loan Amount plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit.

(b) The payment of more than five percent of the principal of or the interest on the Loan Amount will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not by or to the Issuer) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.

(c) No more than five percent of the Loan Amount and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons.

(d) No users of the Project other than state or local governmental units will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be users of more than five percent of the Project, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.

(6) The Borrower will not permit any direct or indirect guarantees of the Loan if any person obligated on such guarantee is an "insider" as defined in Section 101 of the United States Bankruptcy Code.

(7) The Borrower will apply the Loan Amount solely for the financing of or to reimburse itself for the Cost of the Project. The Borrower shall, as quickly as reasonably possible, and with due diligence, spend the Loan Amount for the cost of acquiring, constructing, improving, or financing such Project.



## ARTICLE IV

### LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 4.01. The Loan. In order to provide funds for the purpose of financing the Costs of the Project and to pay the costs of issuance in connection with the Bond and the loan of the proceeds thereof to the Borrower, the Bank, upon the closing of the Loan, will commit to fund the Loan Commitment Amount, which shall be deposited from time to time in a Project Fund established by the Borrower, in amounts corresponding to each Drawing.

The Bank, as the purchaser of the Bond, shall make the Loan to the Borrower from time to time by disbursing amounts to the Borrower upon receipt of a requisition substantially in the form of EXHIBIT E hereto and meeting the requirements of Sections 4.04 and 4.06 hereof; *provided, however*, no disbursement shall be made if a Loan Default has occurred and is continuing under this Loan Agreement. The proceeds of the Loan shall be used strictly in accordance with Section 3.02(r).

Section 4.02. Sufficiency of Loan Amounts. None of the Issuer, the Administrator, or the Bank warrants or represents in any way that the Loan Amount will be sufficient to finance the entire Cost of the Project.

Section 4.03. Commencement of Loan Agreement Term. The Borrower's obligations under this Loan Agreement shall commence on the date of this Loan Agreement and shall continue until the payment of the principal, interest, and fees, if any, on the Loan are fully paid.

Section 4.04. Loan Closing Submissions. At the Closing for the Loan, the Borrower will provide to the Issuer, the Administrator, and the Bank the following documentation:

(a) Resolution of the Borrower and evidence satisfactory to Bond Counsel that any provisions found in Title 9, Chapter 21 of Tennessee Code Annotated, as amended, have been complied with which are necessary for the Borrower to incur indebtedness pursuant to this Loan Agreement.

(b) Resolution of the Borrower authorizing the Loan and the execution and delivery of the Loan Agreement and related documents, a copy of which is attached hereto as EXHIBIT C;

(c) An opinion of the Borrower's Counsel addressed to the Issuer, the Administrator, Bond Counsel, and the Bank, a copy of which is attached hereto as EXHIBIT D;

(d) A letter from the Bank or other evidence satisfactory to the Issuer and the Administrator attached hereto as EXHIBIT F to the effect that the Bank has approved the Loan;

(e) Evidence of approval attached hereto as EXHIBIT G from the Director of State and Local Finance;

(f) An opinion or opinions addressed to, and in form and substance acceptable to, the Issuer, the Administrator, and the Bank of Bond Counsel to the effect that such financing with Loan proceeds is permitted under the Act and the Borrower Resolutions authorizing this Loan Agreement and will not cause the interest on the Bond to be included in gross income of the owner thereof for federal income tax purposes or adversely affect the validity, due authorization for or legality of the Bond;

(g) An executed Borrower's Tax Certificate attached hereto as EXHIBIT H; and,



(h) Such other certificates, documents, and information as the Issuer, the Administrator, the Bank, and Bond Counsel may require.

All opinions and certificates shall be dated the date of the Closing.

Section 4.05. Evidence of Loan. The Borrower's obligation to repay the Loan Amount together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

Section 4.06. Disbursement of Funds from Project Fund. The Borrower shall establish a special fund to be known as the "City of White House Loan Project Fund," or such other designation as the Mayor shall determine (the "Project Fund"). From the date of Closing for a maximum period of thirty-six (36) months, Loan proceeds shall be disbursed to the Borrower, from time to time, upon submission to the Bank and the Administrator of requisitions by an Authorized Officer of the Borrower substantially in the form attached hereto as EXHIBIT E demonstrating that Costs of the Project have been paid by the Borrower or are due and payable by the Borrower (each a "Drawing"); provided, however, if all of the Loan proceeds have not been drawn at the end of the thirty-six month period, such undrawn funds shall be disbursed to the Borrower. The Borrower also hereby agrees that approximately one-third of the Loan Commitment Amount shall be drawn each year. The Borrower shall also provide such other certificates, documents, and information related to the Project or the Loan as the Bank, the Administrator, or the Issuer may require.

Upon completion of the Project, the Borrower shall give notice to the Administrator and the Bank in writing stating that such Project has been completed and that no additional funds will be requested from the Project Fund.

Section 4.07. Designee of Issuer for Loan Repayments. The Borrower shall make Loan Repayments, as provided herein, in lawful money of the United States of America directly to the Bank, as the Issuer's designee for receipt of such Loan payments hereunder. Each such Loan Repayment shall be made by the Borrower by wire transfer of immediately available funds directly to the Bank, as the designee of the Issuer.

Section 4.08. Loan Repayments; Term of Loan. (a) The Loan Amount shall be repaid in installments, consisting of (i) annual principal repayments payable in such amounts on the Loan Repayment Dates as set forth on the Repayment Exhibit attached hereto; and (ii) semiannual interest payments on the Outstanding Loan Amount. 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.

At the earlier of (i) such time as the Loan Commitment Amount has been fully drawn, (ii) the Borrower has notified the Bank and the Administrator that the Project is complete, or (iii) thirty-six months from the date of Closing, a final debt service schedule shall be prepared with the interest amounts due to the final maturity date, with such new Repayment Exhibit being substituted for the Repayment Exhibit attached hereto.

The interest portion of the Loan Repayments shall be due semiannually on each Loan Repayment Date commencing on December 1, 2020. After the first of the month immediately preceding the Loan Repayment Date and each six months thereafter, the Bank will bill the City for the interest due during such six month period based on the Outstanding Loan Amount as of the first day of each month. The Bank will furnish the invoice to the Borrower and the Administrator at least fifteen (15) days prior to the payment date.

All Loan Repayments shall be due as set forth above unless the Loan is prepaid in whole or in part prior to its maturity.

Loan Repayments shall be applied as follows: (i) first, to pay the interest portion of Loan Repayments, and (ii) second, to pay the principal portion of the Loan Repayments.

Section 4.09. Unconditional Obligation to Pay Loan Repayments. The obligation of the Borrower to make payment of Loan Repayments or any other amounts required by this Article IV and other Sections hereof, and to perform and observe the other covenants and agreements contained herein, shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Borrower and the Issuer, the Bank, or any other person, the Borrower shall make all payments of Loan Repayments when due and shall not withhold any Loan Repayments pending final resolution of such dispute, nor shall the Borrower assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement.

The Borrower's obligation to pay rebate liability, if any, shall survive payment of the Loan and termination of this Loan Agreement. The Issuer and the Borrower agree that the Borrower shall bear all risk of damage or destruction in whole or in part to the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by the Borrower with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section 4.09 shall not limit the rights of the Borrower to recover amounts owing to it, except as specifically set forth herein.

Section 4.10. Optional Prepayment. The Loan Repayments may not be prepaid in whole during the term of the Loan except as set forth in (a) above; provided, however, that with the written approval of the Bank after notification in writing given by the Borrower to the Issuer, the Bank, and the Administrator at least ninety (90) days prior to such prepayment, of its intent to prepay, the Borrower may prepay the Loan Repayments in whole at the price of 101% of the principal amount to be prepaid, plus accrued interest to the date of prepayment. Notwithstanding the above, the Borrower may make additional payments of principal upon thirty (30) days' written notice to the Administrator and the Bank; provided, however, that such additional payments of principal must be paid from Borrower funds, not borrowed funds, and no more than thirty percent (30%) of the Outstanding Loan Amount may be prepaid in any one twelve (12) month period.

Section 4.11. Arbitrage Certification. The Borrower recognizes that the purchaser of the Bond will have accepted it on, and paid therefor a price that reflects, the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Borrower agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the Borrower that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board 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 Bond to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and the City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the City.



## ARTICLE V

### SOURCE OF PAYMENT

Section 5.01. Source of Payment. The Loan shall be payable from any and all funds of the City legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the City. For the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City has been irrevocably pledged. The Loan is a general obligation of the City, consistent with Tennessee law.

Section 5.02. Levy of Tax. The Borrower, through its Board to the extent necessary, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal and interest on the Loan when due.

## ARTICLE VI

### LOAN DEFAULTS AND REMEDIES

Section 6.01. Loan Defaults. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "Loan Default":

(a) failure by the Borrower to pay any payment obligation required to be paid hereunder when due, which failure shall continue a period of five Business Days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) or (c) through (f) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by Issuer or the Bank, unless the Issuer and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Issuer and the Bank may not unreasonably withhold their consent to an extension of such time up to thirty (30) calendar days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower in the applicable period and diligently pursued until the Loan Default is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) calendar days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property if such order remains in effect or such possession continues for more than thirty (30) calendar days;

(e) the Borrower shall generally fail to pay its debts as such debts become due; and,

(f) any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability



of any thereof shall be contested by the Borrower or any governmental agency or authority (other than the Issuer), or if the Borrower shall deny any further liability or obligation under this Loan Agreement.

Section 6.02. Notice of Default. The Borrower shall give the Bank, the Administrator, and the Issuer prompt telephonic notice of the occurrence of any event referred to in Section 6.01 (d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or a Loan Default at such time as any Authorized Officer of the Borrower becomes aware of the existence thereof.

Section 6.03. Remedies on Default. Whenever a Loan Default referred to in Section 6.01 shall have happened and be continuing, the Bank shall have the right to take any action permitted or required pursuant to this Loan Agreement and the Bond Purchase Agreement and to take one or more of the following remedial steps:

(a) declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and,

(b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

In addition, if a Loan Default referred to in Section 6.01(d) or (e) shall have occurred, the Issuer shall, with notice to the Administrator and with the consent of the Bank, declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

Section 6.04. Attorney's Fees and Other Expenses. The Borrower shall on demand pay to the Issuer, the Administrator, or the Bank the reasonable fees and expenses of attorneys and other reasonable expenses including, without limitation, the reasonably allocated costs of in-house counsel and legal staff incurred by any of them in collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon a Loan Default.

Section 6.05. Applications of Moneys. Any moneys collected by the Issuer, the Administrator, or the Bank pursuant to Section 6.03 hereof shall be applied in the same manner as Loan Repayments are applied pursuant to Section 4.08 hereof. Any moneys remaining shall be paid as owed, first to the Bank and then credited to Loan Repayments of the Borrower.

Section 6.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Issuer or the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Loan Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VI.

Section 6.07. Retention of the Issuer's Rights. Notwithstanding any assignment or transfer of this Loan Agreement, or part thereof, pursuant to the provisions hereof or anything else to the contrary contained herein, the Issuer shall have the right upon the occurrence of a Loan Default to take any action, including, without limitation, bringing an action against the Borrower at law or in equity, as the Issuer may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Issuer pursuant to Section 6.04 hereof.

## ARTICLE VII

### TITLE TO PROJECT

Title to the Project will initially be in the Borrower. Provided the Borrower shall obtain a Favorable Opinion of Bond Counsel, the Borrower shall have the right to convey the Project to any other persons, subject to the limitations, if any, contained in other provisions of this Loan Agreement and the Borrower's Tax Certificate. Upon, and as a condition to, any such conveyance not permitted hereby, the Borrower shall prepay the Outstanding Loan Amount immediately upon demand of the Issuer or the Bank.

## ARTICLE VIII

### DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; INDEMNIFICATION

Section 8.01. Disclaimer of Warranties. Neither the Issuer, the Administrator, nor the Bank makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness of the use of the Project or any portion thereof or any warranty with respect thereto. In no event shall the Issuer or the Bank be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Loan Agreement or the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided in this Loan Agreement.

Section 8.02. Warranties. The Borrower's sole remedy for the breach of any warranty, right of indemnification or representation relating to the Project or any part thereof shall be against the vendors or manufacturers of the Project and not against the Issuer or the Bank nor shall such matter have any effect whatsoever on the rights and obligations of the Borrower or the Issuer with respect to this Loan Agreement. The Borrower expressly acknowledges that neither the Issuer nor the Bank makes, or has made, any representation or warranty whatsoever as to the existence or availability of any such warranties of such vendors or manufacturers.

Section 8.03. Indemnity and Hold Harmless Provisions. To the extent legally permissible, the Borrower hereby releases the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants from, agrees that the Issuer, the Administrator, and the Bank and their respective members, agents, employees, attorneys, and consultants shall not be liable for, and agrees to reimburse and indemnify and hold the Issuer, the Administrator, and the Bank, and their respective members, agents, employees, attorneys, and consultants harmless from and against, any and all: (1) liability for loss to the Project (or any injury to or death of any and all Persons that may be occasioned by any cause whatsoever pertaining to Project or arising by reason of or in connection with the acquisition, installation, maintenance, checkout, or use of or failure to use the Project); (2) liability arising from, or expense incurred by the Issuer and the Bank by reason of, the Loan or this Loan Agreement and all causes of action and attorneys' fees and any other expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; and, (3) all costs and expenses of the Issuer and the Bank and their respective officers, directors, employees, agents, and attorneys incurred as a result of carrying out their obligations under this Loan Agreement; provided, however, the provisions of this Section 8.03 shall survive the termination of this Loan Agreement.

Section 8.04. Reimbursement of Issuer, Administrator, and Bank. Notwithstanding that it is the intention of the parties hereto, other than herein expressly provided, that the Issuer, the Administrator, or the Bank shall not incur any pecuniary liability by reason of this Loan Agreement or the Loan, or by reason of any actions, documents, statutes, ordinances, or regulations pertaining to the foregoing, the Borrower hereby agrees to promptly pay any and all costs and expenses (including attorneys' fees), as such costs and expenses



accrue, which may be incurred by, or judgments which may be rendered against, the Issuer, the Administrator, or the Bank or any of their respective officers, employees, or agents, at any time or times during, or subsequent to, the term of the Loan: (1) in enforcing any of the terms, covenants, conditions, or provisions of this Loan Agreement or any other document herein contemplated; (2) in taking any action as a result of the occurrence of any Loan Default; or, (3) in defending any action, suit, or proceeding brought against the Issuer or the Bank or any of their respective officers, employees or agents, as a result of the violation by the Borrower of, or failure by the Borrower to comply with, any present or future federal, State or municipal law, ordinance, regulation, or order, or as a result of any alleged failure, neglect, misfeasance, malfeasance or default on the part of the Borrower, or any of the employees, servants, agents, or independent contractors of the Borrower in connection with, arising from, or growing out of, this Loan Agreement or the Loan or the Project, or any activities conducted with, or any use of or failure to use, the Project, or any action pertaining to, or connected with, any of the foregoing.

## **ARTICLE IX**

### **MISCELLANEOUS**

Section 9.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by certified mail, postage prepaid, to the Issuer, the Bank, the Administrator, and the Borrower at the following addresses:

- (a) Issuer:  
The Public Building Authority of the City  
of Clarksville, Tennessee  
c/o Runyon & Runyon  
301 Main Street  
Clarksville, Tennessee 37040  
  
With a copy to:  
Tennessee Municipal Bond Fund  
226 Anne Dallas Dudley Boulevard, Suite 502  
Nashville, Tennessee 37219  
Attention: President/CEO
- (b) Administrator:  
Tennessee Municipal Bond Fund  
226 Anne Dallas Dudley Boulevard, Suite 502  
Nashville, Tennessee 37219  
Attention: President/CEO
- (c) Bank:  
First Horizon Bank  
511 Union Street, 4th Floor  
Nashville, Tennessee 37219  
Attention: W.A. Stringer
- (d) Borrower:  
City of White House, Tennessee  
105 College Street  
White House, Tennessee 37188  
Attention: Mayor



Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent, by notice in writing given to the others.

Section 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Administrator, the Bank, and the Borrower and their respective successors and assigns.

Section 9.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 9.04. Amendments, Changes and Modifications. In order to induce the Bank to purchase the Bond, the Issuer and the Borrower hereby agree that they will not, without the prior written approval of the Bank, enter into any amendment, change, or modification of this Loan Agreement.

Section 9.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.07. Consent and Approvals. Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Issuer unless otherwise provided by law or by rules, regulations or resolutions of the Issuer or unless expressly delegated to the Bank.

Section 9.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 9.09. Benefits of Loan Agreement. This Loan Agreement is executed, among other reasons, to induce the purchase of the Bond by the Bank pursuant to the Bond Purchase Agreement. Accordingly, all covenants, representations, and agreements of the Borrower herein contained are hereby declared to be for the benefit of the Issuer, the Administrator, and the Bank. The Borrower covenants and agrees to comply with, and to enable the Issuer to comply with, all covenants and requirements contained in the Bond Purchase Agreement and the Issuer's Tax Certificate.

Section 9.10. Refunding Bonds. In the event the Bond is refunded, all references in this Loan Agreement to the Bond shall be deemed to refer to the refunding bonds.

Section 9.11. Further Assurances. The Borrower shall, at the request of the Bank, the Administrator, or the Issuer, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

IN WITNESS WHEREOF, the Issuer, the Borrower, and the Bank have caused this Loan Agreement to be executed and delivered, as of the execution date set forth on EXHIBIT A hereto.

THE PUBLIC BUILDING AUTHORITY OF THE  
CITY OF CLARKSVILLE, TENNESSEE

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

ATTEST:

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

CITY OF WHITE HOUSE TENNESSEE

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

FIRST HORIZON TE1, LLC.

By: First Horizon Bank, as attorney in fact

By: \_\_\_\_\_  
Senior Vice President

Acknowledged by:

TENNESSEE MUNICIPAL BOND FUND

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

## Exhibit A

### Description of the Loan

- (1) Execution Date of this Loan Agreement: July \_\_, 2020
- (2) Name and Address of Borrower:

City of White House, Tennessee  
105 College Street  
White House, Tennessee 37188  
Attention: City Administrator  
Telephone: 615-672-4350  
Fax: 615-672-2939  
Email: [gberman@cityofwhitehouse.com](mailto:gberman@cityofwhitehouse.com)

#### Billing Contact:

City of White House, Tennessee  
105 College Street  
White House, Tennessee 37188  
Attention: Finance Director  
Telephone: 615-672-4350 - Ext 2103  
Fax: 615-672-2939  
Email: [jbarnes@cityofwhitehouse.com](mailto:jbarnes@cityofwhitehouse.com)

- (3) Loan Amount: \$2,750,000
- (4) Estimated Completion Date: July, 2021
- (5) Loan Term: 15 years
- (6) Description of the Project:

Costs of the acquisition of land for use as a park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the Cityd



**Exhibit E**

**Form of Request for Disbursement**

**\$2,750,000**

**The Public Building Authority of the City of Clarksville, Tennessee  
Local Government Loan Program Bond, Series 2020  
(City of White House Loan)**

**Request No. \_\_\_\_\_**

The undersigned, duly Authorized Officers of the **City of White House, Tennessee** (the "Borrower"), submit this Request for Disbursement and certify as set forth below on behalf of the Borrower, pursuant to Section 4.06 of that certain Loan Agreement, by and among The Public Building Authority of the City of Clarksville, Tennessee, First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank"), and the Borrower, dated as of **July \_\_, 2020**, in the amount of **\$2,750,000** (the "Loan Agreement"), such loan being made from the proceeds of that certain **Local Government Loan Program Bond, Series 2020 (City of White House Loan)**, as follows:

1. \$\_\_\_\_\_ has been paid by the Borrower or is due and owing with respect to the Project. The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due all of which are listed on the attached Schedule, which amounts total the amount requested herein.

2. This request has not been the subject of a previous Request for Disbursement.

3. The subject of this request is a proper Cost of the Project, as described in the Loan Agreement.

4. The amount requested should be wired to:

Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

ABA Number: \_\_\_\_\_

**We understand that this Request for Disbursement must be emailed or faxed to the undersigned by the 25th day of the month, followed by mail, in order to receive such disbursement on the first day of the following month. We also understand that we must call 615-734-6516 or 615-255-1561 to confirm receipt of such email or fax.**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the corporate seal of the Borrower, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF WHITE HOUSE, TENNESSEE**

By: \_\_\_\_\_  
**Mayor**

**Attest:**

By: \_\_\_\_\_  
**City Recorder**

**This Request for Disbursement should be submitted to:**

**First Horizon Bank**  
**511 Union Street**  
**Fourth Floor**  
**Nashville, Tennessee 37219**  
**Attention: Pete Stringer**  
**Phone Number: 615-734-6516**  
**Fax Number: 615-734-6148**  
**Email: wastringer@firsttennessee.com**

**and**

**Tennessee Municipal Bond Fund**  
**226 Anne Dallas Dudley Boulevard, Suite 502**  
**Nashville, Tennessee 37219**  
**Attention: Wade Morrell**  
**Phone Number: 615-255-1561**  
**Fax Number: 615-255-7428**  
**Email: wmorrell@tmbf.net**

### **SCHEDULE TO REQUEST FOR DISBURSEMENT**

The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due each are listed as follows (Copies of invoices will be provided upon request of the Administrator):

Person, Firm or Corporation  
to whom payment is Due:

Amount Paid or Due:

Description of services  
performed or materials  
provided:



## **BORROWER'S TAX CERTIFICATE**

The undersigned, being the duly elected and qualified Mayor of City of White House, Tennessee (the "Borrower"), hereby certifies with respect to the Borrower's obligations evidenced by that certain Loan Agreement (the "Loan Agreement"), by and among the Borrower, The Public Building Authority of the City of Clarksville, Tennessee (the "Issuer"), and First Horizon TE1, LLC, a subsidiary of First Horizon Bank, Nashville, Tennessee (the "Bank"), dated the date hereof, in the original principal amount of \$2,750,000 (the "Loan"), as follows:

**A.     General.**

1.     I, along with other officers of the Borrower, am charged with the responsibility for issuing the Loan.

2.     This certificate is made pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(g)-1, 1.150-1, and 1.150-2 (the "Regulations").

3.     This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Loan to the Issuer and deposit of amounts to a Project Fund for the Borrower; and, on the basis of such facts and estimates, the Borrower expects that the future events described herein will occur. To the best of the knowledge and belief of the undersigned, the expectations set forth herein are reasonable.

4.     A capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Loan Agreement.

**B.     Purpose and Size.**

1.     The Loan is being issued pursuant to the Loan Agreement to finance capital expenditures for the purpose of financing certain public works projects, consisting of all or a portion of the costs of acquisition of land for use as a park and recreational facilities for the residents of the City, the acquisition of all other property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as more fully described in the Loan Agreement (the "Project"), and to pay costs of issuance and administration of the Issuer's obligations issued to finance the Loan. The amounts received from sale of the Loan, when added to amounts expected to be received from the investment of such proceeds, do not exceed the amounts which will be required to pay the costs of the Project and the costs of issuing and administering the Issuer's obligations issued to finance the Loan.

2.     The Project will be owned, operated, and maintained by the Borrower, and the Borrower has not contracted in any manner with any company, firm or other person or entity to operate or maintain the Project or any part thereof, for and on behalf of the Borrower. The Borrower does not expect to enter into any contract for the operation, maintenance, or management of the Project or any part thereof.

3.     There is not, and as of the date hereof the Borrower does not anticipate entering into, any lease, contract or other understanding or arrangement, such as a take-or-pay contract or output contract, with any person other than a state or local governmental unit, pursuant to which the Borrower expects that proceeds of the Loan, or the Project financed therewith or any part thereof, will be used in the trade or business of such person (including all activities of such persons who are not individuals).

4. The term of the Loan is not longer than is reasonably necessary for the governmental purposes of this Loan. The average maturity of the Loan is not more than 120% of the reasonably expected useful life of the assets financed by the Loan.

5. No receipts from the sale of the Loan or amounts received from the investment thereof will be used to pay the principal of or interest on any issue of obligations of the Borrower other than the Loan.

6. No other obligations of the Borrower payable from the same source of funds were sold or delivered within 15 days before or after the date hereof.

C. Temporary Periods and Time for Expenditures.

1. The Borrower has previously entered or, within six months from the date hereof, will enter into binding obligations for the acquisition and construction of the Project which require the Borrower to expend at least 5% of the net sale proceeds of the Loan for the Project.

2. The Borrower will pursue the Project with due diligence until completed.

3. The Borrower expects that, after paying costs of issuing the Loan, all remaining proceeds of the Loan, including all income from the investment of proceeds of the sale of the Loan, will be expended to pay costs of the Project within three years after the date hereof.

D. Payment of Loan and Rebate.

1. There shall be levied and collected in the same manner as other ad valorem taxes on all taxable property within the City, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Borrower under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Borrower have been irrevocably pledged.

2. Except as described herein, no funds of the Borrower have been pledged to payment of the principal of or interest on the Loan or otherwise restricted so as to give reasonable assurance of the availability of such funds for such purpose.

3. The Borrower has covenanted in the Loan Agreement that it will account separately for the proceeds of the Loan, that it will calculate the earnings on all nonpurpose investments, as such term is defined in the Regulations (the "Nonpurpose Investments"), allocated to proceeds of the Loan, and that it will make payments to the United States Treasury of any "rebataable arbitrage" as a result of such investments at least every five years and at the maturity of the Loan, together with any reports as the Secretary of the Treasury shall prescribe, as may be required by Section 148(f) of the Code.

E. No Artifice or Device.

1. In connection with the issuance of the Loan, the Borrower has not

- (a) employed any abusive arbitrage device, or
- (b) over-burdened the market for tax-exempt obligations.

F. Loan Not Hedge Bonds.

1. The Borrower expects to expend within three years from the date hereof, in addition to the costs of issuance of the Loan, an amount of proceeds of the Loan equal to not less than 85% of the net sale proceeds of the Loan.

2. No proceeds of the Loan have been invested in investments which have a substantially guaranteed yield for four years or more.

G. Reimbursement Obligations and Reimbursement Allocation.

1. None of the proceeds of the Loan or investment earnings thereon will be used to reimburse the Borrower for any costs of the Project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF WHITE HOUSE, TENNESSEE

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



BOND DEBT SERVICE

CITY OF WHITE HOUSE, TENNESSEE  
\$2,750,000 FR LOAN - 15 YEARS

TENNESSEE MUNICIPAL BOND FUND  
FIXED RATE LOAN PROGRAM

\*\*\*BASED ON INDICATIVE RATE FOR 15 YEAR TERM WITH  
RATE LOCKED IN FOR TERM\*\*\*

ASSUMES ALL PROCEEDS DRAWN AT CLOSING

Dated date: June 1, 2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020					
12/01/2020			37,262.50	37,262.50	
06/01/2021	151,000	2.710%	37,262.50	188,262.50	225,525.00
12/01/2021			35,216.45	35,216.45	
06/01/2022	155,000	2.710%	35,216.45	190,216.45	225,432.90
12/01/2022			33,116.20	33,116.20	
06/01/2023	159,000	2.710%	33,116.20	192,116.20	225,232.40
12/01/2023			30,961.75	30,961.75	
06/01/2024	164,000	2.710%	30,961.75	194,961.75	225,923.50
12/01/2024			28,739.55	28,739.55	
06/01/2025	168,000	2.710%	28,739.55	196,739.55	225,479.10
12/01/2025			26,463.15	26,463.15	
06/01/2026	173,000	2.710%	26,463.15	199,463.15	225,926.30
12/01/2026			24,119.00	24,119.00	
06/01/2027	177,000	2.710%	24,119.00	201,119.00	225,238.00
12/01/2027			21,720.65	21,720.65	
06/01/2028	182,000	2.710%	21,720.65	203,720.65	225,441.30
12/01/2028			19,254.55	19,254.55	
06/01/2029	187,000	2.710%	19,254.55	206,254.55	225,509.10
12/01/2029			16,720.70	16,720.70	
06/01/2030	192,000	2.710%	16,720.70	208,720.70	225,441.40
12/01/2030			14,119.10	14,119.10	
06/01/2031	197,000	2.710%	14,119.10	211,119.10	225,238.20
12/01/2031			11,449.75	11,449.75	
06/01/2032	203,000	2.710%	11,449.75	214,449.75	225,899.50
12/01/2032			8,699.10	8,699.10	
06/01/2033	208,000	2.710%	8,699.10	216,699.10	225,398.20
12/01/2033			5,880.70	5,880.70	
06/01/2034	214,000	2.710%	5,880.70	219,880.70	225,761.40
12/01/2034			2,981.00	2,981.00	
06/01/2035	220,000	2.710%	2,981.00	222,981.00	225,962.00
	2,750,000		633,408.30	3,383,408.30	3,383,408.30

ORDINANCE 20-03

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 5, CHAPTER 1 MISCELLANEOUS.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding processing fee for credit and debit cards;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 5, Chapter 1 MISCELLANEOUS be amended from the Municipal Code as follows:

TITLE 5: MUNICIPAL FINANCE AND TAXATION  
CHAPTER 1: MISCELLANEOUS  
SECTIONS: 5-104

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

**5-104. Processing fee for credit and debit cards.** A processing fee of *not to exceed* two and three quarter percent (2.75%) ~~will~~ *may* be applied to any payment from customers given to the city by a credit or debit card. In the event that the credit or debit card company issuing the card does not honor payment of the charge, the city shall collect the same fee that it normally charges for returned checks for insufficient funds, and this fee shall be in addition to the normal fee for using a credit or debit card for payment. (as added by Ord. #16-20, Nov. 2016)

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: March 19, 2020 PASSED

Second Reading: April 16, 2020

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

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

## ORDINANCE 20-04

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

**WHEREAS**, the Board of Mayor and Aldermen desire to update the Municipal Code regarding the sewer rates, fees, and charges;

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

TITLE 18: MUNICIPAL PERSONNEL  
CHAPTER 3: SEWER RATES, FEES AND CHARGES  
SECTIONS: Multiple sections edited

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

**18-301. Rates.** (3) Wastewater consumption adjustments. Users may be entitled to an adjustment to their wastewater consumption charges for the use of water not being discharged into the wastewater system and the gallons exceed the account's average consumption by 100% or greater. Users wishing to have their wastewater consumption charges adjusted must fill out a wastewater adjustment request form and submit it along with documentation that the leak was repaired to the City of White House Finance Department. Each adjustment will be reviewed on a case-by-case basis by the finance director or designee, then the user will be notified in writing of the city's decision. When an adjustment is granted, the user charges will be changed to reflect an average consumption based on the previous twelve (12) months of water consumption billing, or the water consumption billing that is available if it is less than twelve (12) months, or the average consumption for all residential users that month if requested by customers who do not meet the other criteria. Wastewater user rates in effect at the time of the adjustment request will be applied to the adjusted consumption figure. Wastewater consumption adjustments may be granted according to the following schedule:

Time frame	Situation
Once per calendar year	Filling of swimming pool.
<u>Anytime <b><i>Once per calendar year (not to exceed 3 consecutive billing cycles)</i></b></u>	Water leak that does not enter the municipal sewer system in the sole judgment of the city

(2) Delinquent payments. Wastewater Utility usage charges shall be paid by the due date. The city may discontinue utility service to any wastewater utility user who fails or refuses to pay the wastewater charges. The city may discontinue utility services for (i) wastewater utility user accounts with no payment activity for ninety (90) days and a past due balance or (ii) wastewater utility user accounts with total combined utility charges (wastewater, stormwater, sanitation) in excess of five hundred dollars (\$500.00) if such combined utility charges are thirty (30) days past due. The City of White House shall be entitled to recover costs incurred in collecting delinquent wastewater usage charges. Utility service can only be re-established on closed accounts through the application process for such utility service. (1979 Code, § 8-301, as replaced by Ord. #06-51, Jan. 2007, Ord. #07-21, July 2007, Ord. #08-01, Feb. 2008, and Ord. #08-22, Dec. 2008, and amended by Ord. #1011, July 2010, Ord. #12-12, Oct. 2012, Ord. #15-11, June 2015, Ord. #16-03, Feb. 2016, Ord. #16-11, June 2016, Ord. #16-18, Oct. 2016, and Ord. #17-04, March 2017)

**18-302. Fees and charges.** (8) Deposits. Refundable deposits shall be required as follows prior to service being connected or reconnected after service disconnection to the wastewater system:

(a) A maximum deposit of one hundred fifty dollars (\$150.00) shall be required for residential property (the "maximum residential deposit"), and



(b) A maximum deposit of two hundred fifty dollars (\$250.00) shall be required on all commercial property (the "maximum commercial deposit").

Customers requesting connection or *non-delinquent* reconnection shall have the option of authorizing the city to check such customer's prior utility payment history through a third party provider. Based on the results of such inquiry,

- (i) Residential and commercial customers designated by the third party provider as having a minimum risk of non-payment will not be charged a deposit;
- (ii) Residential customers who are designated by the third party provider as having a moderate risk of non-payment shall pay a refundable deposit of seventy-five dollars (\$75.00) for residential property, and commercial customers who are designated by the third party provider as having a moderate risk of non-payment shall pay a refundable deposit of one hundred fifty dollars (\$150.00) for commercial property; and
- (iii) Residential and commercial customers designated by the third party provider as having a high risk of non-payment shall pay the maximum residential deposit and/or the maximum commercial deposit, as applicable. Upon termination of service, any existing deposit will be applied against any unpaid balance of the customer. If any portion of the deposit remains after the payment of any such unpaid balance, such amount shall be refunded to the customer.

**(c) Customers requesting reconnection after being disconnected for delinquent payments are required to pay a moderate risk deposit prior to reconnection. This additional deposit will be added to any existing customer deposit and is subject to all other deposit restrictions and procedures.**

(9) ~~Returned payment charge. A charge of twenty dollars (\$20.00) or the amount of the payment, whichever is lesser will be applied to any user or potential user whose payment of any rates, fees, or charges related to wastewater service is returned to the city due to insufficient funds. If a payment is returned for any other reason, charging of this fee will be determined by the city's finance director on a case by case basis.~~ **Refer to Municipal Code § 5-103.**

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: March 19, 2020 PASSED

Second Reading: April 16, 2020

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

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

ORDINANCE 20-05

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 18, CHAPTER 5 STORMWATER UTILITY ORDINANCE.

**WHEREAS**, the Board of Mayor and Aldermen desire to update the Municipal Code regarding delinquent and failure to pay utility bills;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen that the White House Municipal Code Title 18, Chapter 5 STORMWATER UTILITY ORDINANCE be amended from the Municipal Code as follows:

TITLE 18: MUNICIPAL PERSONNEL  
CHAPTER 5: STORMWATER UTILITY ORDINANCE  
SECTION: 18-512

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

**18-512. Billing procedures and penalties for late payment.** (2) Delinquent bills. ~~The stormwater user fee shall be considered delinquent if not received by the City of White House by the due date stated in the utility statement. Refer to "Delinquent Account" definition in Municipal Code §18-201.~~

(3) Failure to pay. ~~The City of White House shall be entitled to recover costs, including but not limited to attorney's fees, incurred in collecting delinquent stormwater fees. The city may discontinue utility service to any stormwater user who fails or refuses to pay the stormwater user fees. Refer to Municipal Code §18-301 and §18-302.~~

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: March 19, 2020 PASSED

Second Reading: April 16, 2020

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

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

**ORDINANCE NO. 20-06**

**AN ORDINANCE TO AMEND THE ZONING MAP FROM SUMNER COUNTY  
AG-2 AGRICULTURAL TO R-20, LOW DENSITY RESIDENTIAL FOR  
PROPERTY ON NORTH PALMERS CHAPEL ROAD AND FERN VALLEY  
ROAD**

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

**WHEREAS**, the City's Comprehensive Land Use plan designates the area as the Residential Single-Family Medium Density; and,

**WHEREAS**, The City of White House Regional Planning Commission on March 19, 2020 reviewed and discussed this proposed zoning map amendment voted unanimously to approve recommendation request to the Board of Mayor and Aldermen 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 Sumner County zoning to R-20 Residential for the properties attached as "EXHIBIT A" and described as follows:

TAX MAP 077, PARCELS 054.00 and 054.01 104 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF SUMNER COUNTY, TENNESSEE.

**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:                      March 19, 2020                      PASSED

Second Reading:                      April 16, 2020

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

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



ORDINANCE NO 20-06  
"EXHIBIT A"



**ORDINANCE 20-07**

**AN ORDINANCE TO AMEND THE ZONING MAP FROM I-1 LIGHT  
INDUSTRIAL TO NCRPUD, NEIGHBORHOOD CENTER RESIDENTIAL  
PLANNED UNIT DEVELOPMENT ON SAGE 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 March 9, 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 I-1, Light Industrial to NCRPUD, Neighborhood Center Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

57.1-ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 106, PARCELS 193.00 AND 196.00. PROPERTY IS LOCATED AT SAGE ROAD.

**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: April 16, 2020

Second Reading: May 21, 2020

\_\_\_\_\_  
Michael Arnold, Mayor

ATTEST:

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



ORDINANCE 20-07  
"EXHIBIT A"





April 8, 2020

## MEMORANDUM

**To:** Board of Mayor and Aldermen  
**From:** Derek Watson, City Recorder  
**CC:** Gerald Herman, City Administrator  
**Re:** Fast Track Grant Water Line Project

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Bids for the Fast Track Grant Water Line Project will not be opened until 3:30pm on Thursday, April 16<sup>th</sup>. I will send out the bid information via email and/or have the documents at your seat on April 16<sup>th</sup> meeting for project award.

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

*April 9, 2020*

## **M E M O R A N D U M**

**To:** Board of Mayor and Aldermen  
**CC:** Gerald Herman, City Administrator  
**From:** Amanda Brewton, Human Resources Director  
**Re:** Telephone Services

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The telephone equipment and service contract with Windstream expires on May 18, 2020. After requesting quotes from three vendors, we determined that renewing our contract with Windstream was the most beneficial to the city in both cost effectiveness and services provided. The new contract will include an upgrade in equipment and software. Therefore, I am requesting approval of a three-year contract with Windstream.

I am currently waiting on the final contract from Windstream. As soon as I receive the documents regarding this request, I will email them to you.

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

# White House Police Department

## John W. Decker Police Facility

303 North Palmers Chapel Rd.  
White House, Tennessee 37188  
615-672-4903  
Fax 615-672-4915

Michael Arnold  
Mayor

Patrick M. Brady  
Chief of Police

Gerald O. Herman  
City Administrator

## MEMORANDUM

To: The Board of Mayor and Alderman  
From: Patrick Brady, Chief of Police *P.B.*  
Date: April 6, 2020  
Re: Sole Source – In Car Camera Systems

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The White House Police Department is requesting a "Sole Source" purchase of three DVM -800 Complete Kit In-Car Camera systems (\$11,565.00 – See Attached) from Digital -Ally.

We wish to purchase the above-mentioned as replacements for old in-car camera systems which are no longer compatible with our current camera computer program.

All of our newer vehicles contain this type of camera system. It is in our best interest to purchase the same camera system so they will all be fully integrated into our present camera system.

Additionally, no other sellers/resellers appear to distribute the product(s) requested.

Thank you for your attention to this matter.





Quote	QUO-30485-W7S0P8
Date	3/13/2020
Page	1

9705 Loiret Blvd.  
Lenexa, KS 66219  
1-800-440-4947 www.digitalallyinc.com

**Customer:**

White House Police Department E. Martin 303 N Palmers Chapel Rd White House, TN 37188
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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
WHITN2	RC1	FEDERAL EXPRESS	Net 30	Eric Fine	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	012-00042-00	ProServ-Activation Fee	\$30.00	\$0.00	\$0.00	\$30.00
1	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$0.00	\$0.00	\$3,995.00
1		DVM 500+ Trade In	(\$200.00)	\$0.00		(\$200.00)

**Notes:**

Total Discount	\$0.00
Subtotal	\$3,825.00
Misc	
Tax	\$0.00
Freight	\$30.00
<b>Total</b>	<b>\$3,855.00</b>

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

**1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement

100% Reimbursed  
110-42100-312







# Public Services Department

## Memo

**To:** Board of Mayor and Alderman  
**From:** Andy Cieslak, Director of Public Services  
**Date:** April 16<sup>th</sup>, 2020  
**Re:** Contractual Service Request – Sewer Network Model Update

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On the date of April 16<sup>th</sup>, 2020, the Division of Wastewater requests that the Board of Mayor and Alderman review and approve the expenditure of funds to update and expand the current sewer network model.

All services related to this project would be performed by Jacobs Engineering, and would be funded from line-item 412-52117-200 (Wastewater Administration, Contractual Services). Work would follow the attached proposal and scope of work for Tasks 1 and 2 provided by Jacobs Engineering for a total quoted cost of \$40,200. The modelling process would take an estimated four months to complete, and the project would begin immediately.

The project is a necessity due to the rapid ongoing expansion of the existing network, and the lack of a model update since 2011. Existing infrastructure is at or near capacity, and a detailed study is needed to properly understand the strains on the current system. Information gleaned from the model update will be invaluable for planning future growth, and for developing updates to the existing sewer network to accommodate increasing flows.

Should you have any questions regarding this request, please contact Andy Cieslak (Director of Public Services) or Travis Garmon (Wastewater Manager).

Respectfully,

Andy Cieslak  
Director of Public Services



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**COLLECTION SYSTEM MASTER PLAN UPDATE**

Effective Date \_\_\_\_\_ Task Order No. \_\_\_\_\_  
Client Project No. \_\_\_\_\_ Engineer Project No. \_\_\_\_\_

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

**Services Authorized**

The Client authorizes the Engineer to perform services as detailed within Exhibit A.

**Compensation**

The Client shall pay the Engineer in Accordance to terms detailed within Exhibit B.

**CITY OF WHITE HOUSE, TENNESSEE**

**JACOBS ENGINEERING GROUP INC.**

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

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

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

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

### **Project Understanding**

The Client operates a publicly owned wastewater collection system (CS) consisting of 80 miles of collection piping, 10 pump stations, and a 1.4 MGD wastewater treatment plant (WWTP). A Master Plan of the Collection System was prepared in 2007 and an update was performed in 2011, both by McGill Engineers. A hydraulic model of the sewer collection system was developed for the Client in Bentley WaterGEMS. Since the model's development in 2016, the collection system has undergone several changes including vacuum system rehabilitation and conversions, pump station upgrades, conversion and replacement of a 12-inch force main with a new 18-inch force main that comes into the plant from the north along Bill Moss Road. The Engineer has utilized the current version of the model to estimate line capacities and identify hydraulic constraints, but a system wide calibration has not been performed. The Client is requesting an update to the existing hydraulic model and subsequently an update to the Collection System Master Plan. The Engineer proposes the following:

### **Scope of Work**

#### **Task 1.1 Project Coordination**

The objective of the project coordination task will be implementing the appropriate management procedures and actions to facilitate timely and cost-effective delivery of quality services and products to the City of White House. Project coordination tasks include:

- Development and execution of a project work plan which includes schedule, budget controls, and quality control (QC) plan
- Coordination with client and the management of the project team, schedule, and budget
- Project manager attendance of scheduled meetings and workshops
- Submission of progress updates with monthly invoices to the Client

#### **Task 1.2 Kickoff Meeting**

Jacobs will conduct a kickoff workshop with a team consisting of Jacobs' project manager and technical staff and representatives from the Client. The workshop will review Client's primary and long-term goals for the system, issues or concerns. The workshop summary notes will be utilized by the collective team to initiate the project.

#### **Task 2 – Flow Projection and Model Update**

The Engineer will update the existing sewer model to reflect sanitary sewer improvements using updated GIS data, new lift station capacities, as well as rehabilitation and vacuum conversion projects. The Engineer will compare flow monitoring data from 2019 to model output for flow and depth using rainfall data measured over the same time periods. The Engineer will work with the Client to develop future inflows and evaluate the impacts that future inflows will have on the system using the updated hydraulic model. The Engineer will discuss findings with the Client at the master plan workshop. The Engineer will document

updates and calibration work performed, scenarios evaluated, report findings, and general observations in the Master Plan in Task.

Task 1 & 2 Estimate: 272 hrs

#### Task 3 – Final Report

The Engineer will use the modeling results to develop collection system improvements for the Master Plan. The collection system improvements will consider currently approved developments and evaluate future land use. The Master Plan will include maps of updated sewer service areas and urban growth boundary, 20 year population projections, and proposed collection system improvements with planning level cost estimates. A draft of the Master Plan will be presented to the Client and reviewed at a workshop before the final report is submitted.

Task 2 Estimate: 212 hrs

#### **Client's Responsibilities**

The Client shall provide the Engineer with the relevant data necessary to develop the final deliverables. Jacobs will prepare a request for information (RFI) and submit to the client which will include but not limited to:

- Provide updated GIS data within model area;
- Provide access to SCADA;
- Provide current pump station data including current capacities; and
- Provide current WWTP MORs (minimum of 5 years) in Microsoft Excel

#### **Times for Rendering Services**

Engineer proposes to provide the services necessary to complete the work in a timely manner. The proposed schedule is based on the orderly and continuous progression of the work through completion. In the event that issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly. The anticipated schedule of events is listed below:

	Estimated Date
Notice to Proceed	March 2020
Model Validation and Recalibration	April/May 2020
Workshop	June 2020
Final Reporting	July 2020

#### **Assumption & Exclusions**

- The planning horizon for this effort will be through the year 2040.
- Limited calibration efforts will be performed to make minor modifications to the model.
- Condition assessment, engineering design, and related services such as testing, surveying, easements are excluded.
- Subconsultants are not included in this effort.
- Cost estimates will be conceptual (Class 5) level estimates intended for planning purposes only. Estimates will be on a basis of experience and judgment. Since Engineer has no control over market conditions or bidding procedures, Engineer does not warrant that bids or ultimate construction costs will not vary from these cost estimates.



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**Exhibit B  
Task Order 5  
Compensation  
Master Plan Update  
City of White House, TN  
February 28, 2020**

**Compensation**

For the services described in Exhibit A, Tasks 1, 2, and 3 , the Client agrees to pay the Engineer monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the Engineer's employees of various labor grades.

Internal costs are reimbursable at cost. Direct expenses (such as travel, subsistence, field equipment, communications, etc.) are reimbursable at cost plus five percent. Projected reimbursable expenses have been included in the Time and Material (T&M) Task Budgets and will be itemized on each invoice.

Payment for services of Tasks 1 and 2 will be on a T&M basis according to the budgets identified herein with a not-to-exceed Total Budget as noted below. These budgets are based on the estimated labor effort and according to the Schedule requirements provided in Exhibit A. The Engineer proposes to complete the Scope of Services within the Total Budget as established below:

	<b>Budget</b>
<b>Tasks 1 and 2 – Kickoff &amp; Model Update</b>	\$ 40,200
<b>Task 2 – Master Plan</b>	\$ 29,800
<b>TOTAL</b>	<b>\$ 70,000</b>

The T&M Budget is based on an estimated 484 hours for the scope of work. Engineer may alter the distribution of compensation between individual tasks to be consistent with services actually rendered.

**Additional Services**

Should the Client require additional services beyond the Scope of Services defined in Exhibit A, the Engineer will provide the extra services and invoice Client according to the T&M provisions established.

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**Exhibit C**  
**Task Order 4**  
**Rate Schedule**  
**WWTP Improvements**  
**City of White House, TN**  
**February 28, 2020**

**Rate Schedule for Proposed Project Team**

<b>Title</b>	<b>Bill Rate</b>
Project Manager	175
Sr. Engineer / Quality Control	175
Collection System Modeler	155
Project Engineer 2	115
Project Engineer 1 / Project Controls	105
Construction Admin./ Document Control	85

Note: If additional staff are utilized Jacobs will utilize rates previously established with the client.

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the City of White House, Tennessee, ("Purchaser"), and Thomas E. Byrum Jr., an individual, and Thomas E. Byrum, Jr. as Trustee of the Family Trust u/w/o Miriam M. Byrum (individually and collectively, the "Seller").

### W I T N E S S E T H:

For and in consideration of Ten and No/100 (\$10.00) Dollars in hand paid by Purchaser to Seller, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Purchaser and Seller do hereby covenant and agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the following:

(a) that one acre of real property that is a portion of Parcel 077 054.00 000 shown and described on Exhibit A attached hereto and incorporated herein by reference, together with the access easement also described on Exhibit A attached hereto (the "Land").

(b) all improvements located on the Land;

(c) all right, title and interest of Seller in and to any alleys, strips or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under or to, any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land, and all right, title and interest of Seller in and to any awards for damage thereto by reason of a change of grade thereof;

(d) all accessions, privileges, appurtenances, estates and rights of Seller in and to the Land, or otherwise appertaining to any of the property described in the immediately preceding clauses (a) and/or (b); and

All of the items described in subparagraphs (a) through (c) above are hereinafter referred to collectively as the "Property".

2. Personal Property. All of Seller's personal property located on the Property shall remain the property of Seller.

3. Purchase Price. The purchase price for the Property shall be Twenty-Seven Thousand Dollars (\$27,000.00) (the "Purchase Price"). The Purchase Price, as adjusted by the closing prorations described in Paragraph 4 below, shall be payable at the closing of the transaction contemplated by this Agreement (the act of closing being hereinafter referred to as "Closing" and the date on which Closing occurs being hereinafter referred to as the "Closing Date") to Seller by wire transfer of funds pursuant to wiring instruction given to Purchaser prior to Closing.



4. Closing Prorations. The following amounts or items shall be prorated at Closing as described below. All prorations shall be made as of midnight of the day prior to Closing such that Purchaser shall receive all income and shall be responsible for all expenses on the Closing Date.

(a) Taxes. At Closing, all state, county and municipal ad valorem taxes, assessments and similar charges with respect to the Property for the year in which the Closing is consummated, will be prorated as provided above based upon taxes for such year, or if said ad valorem tax amounts for such year are not available, upon the ad valorem taxes for the previous year. Any rollback taxes shall be the obligation of the Seller.

(b) Utilities and Other Expenses. Utilities, including but not limited to water, sewer, gas, electricity shall not be prorated as Seller shall continue to lease the Property pursuant to the Lease described in section 8 of this Agreement. All other expenses relating to the Property up to the Closing Date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by Seller or Seller's agents, including but not limited to cost of maintenance, insurance and administrative expenses, shall be paid for by Seller, and Purchaser shall not be liable therefor. The provisions of this subparagraph (b) shall survive Closing.

(c) Assessments. If, as of the Closing Date, the Property or any part thereof shall be or shall have been affected by any assessment or assessments which are or may become payable in annual installments, such assessments shall be prorated at the Closing for the year of Closing only.

5. Intentionally Deleted.

6. Inspections.

(a) At all times prior to Closing, Purchaser or its agents shall have the right to (i) inspect the Property and all matters relating thereto, which may include environmental testing. Seller acknowledges and agrees that for the Closing to occur, (i) Purchaser's Board is required to approve this Agreement and the annexation of the Property, and (ii) Purchaser must obtain financing in order to purchase the adjacent 103 acre tract owned by Seller, as hereinafter described, and (iii) Seller's delivery of good and insurable fee simple title to the Property at Closing, subject only to the Permitted Title Exceptions (as defined below), such performance to be evidenced by Purchaser's ability to obtain (upon delivery of Purchaser's Closing Items and payment of all applicable title insurance premiums and expenses) the Title Policy in the form contemplated by Section 7 hereof (collectively, "City Purchase Requirements"). At any time prior to the Closing Date, Purchaser may terminate this Agreement by giving Seller written notice that one of the City Purchase Requirements was not fulfilled.

(b) Purchaser agrees to indemnify and hold Seller harmless from any and all claims, demands, causes of action, and damages directly arising out of or related to the acts of Purchaser or its agents, contractors, or representatives in connection with Purchaser's access to and inspection of the Property.

7. Title and Survey. At Closing, Seller shall convey, transfer, grant and set over to Purchaser marketable, insurable, good, and indefeasible fee simple title to the Property, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever except only the following: (i) those encumbrances and exceptions which Purchaser fails to object prior to thirty (30) days prior to the Closing Date; (ii) those encumbrances and exceptions which Purchaser elects to accept, as described in subsection 7(a) below; (iii) matters that would be revealed by a current and accurate survey of the property; and (iv) the lien of ad valorem taxes not yet due and payable as of the Closing Date ("Permitted Title Exceptions"). In all events, such title shall be insurable by a title insurance company of Purchaser's choice on its standard form of ALTA Form B owner's policy at its standard rate with exception only to the Permitted Title Exceptions and all standard exceptions being removed or deleted. Purchaser shall have the right, in its sole discretion, to obtain a survey of the Property at its expense. If Purchaser's examination of title or survey disclose any defects in title or matters of survey (such matters of survey may include, without limitation, violations of any restrictive covenants affecting the Property, encroachments, any facts that show the need for any easements for the operation of the Property, or any other matters adversely affecting the operation of the Property), then Purchaser shall notify Seller of such defects or objections within twenty (20) days of Purchaser's receipt of the title commitment with all exception documents and Purchaser's survey of the Property ("Purchaser's Title Notice"). If Purchaser fails to timely deliver Purchaser's Title Notice, Purchaser shall be deemed to have accepted the state of title to the Property. Seller, within five (5) days of receipt of Purchaser's Objection Notice, shall notify Purchaser in writing of any matters in Purchaser's Title Notice which Seller elects not to cure. In the event Seller shall fail to timely notify Purchaser with respect to Purchaser's Title Notice, Seller shall be deemed to have elected not to cure all matters set forth therein. If Seller shall not correct or remove the defects or objections which Seller has agreed to cure by Closing or should any other defects or objections to Seller's title not permitted by the terms of this Agreement arise after the date of the survey or title examination by Purchaser (which defects or objections are not the result of the activities of Purchaser, its agents, contractors, and representatives with respect to the Property), then Purchaser, in Purchaser's sole discretion or judgment, may:

(a) accept the Property with such defects; or

(b) elect to terminate this Agreement by notice to Seller, in which Purchaser and Seller shall be released and relieved of all further rights, liabilities and obligations hereunder; except if such defect results from an act of Seller after the date hereof or are matters which Seller agreed to agree to cure, then Seller shall be in default hereunder and Purchaser shall have Purchaser's rights and remedies under Section 9 hereof.

Notwithstanding anything contained above to the contrary, Seller shall be required to cause to be released or satisfied of record (such that Purchaser can obtain title insurance coverage over same) any and all liens, mortgage, deeds of trust, or other security interests encumbering the Property or any portion thereof ("Monetary Exceptions"), at or prior to Closing. If Seller shall fail to cause all Monetary Exceptions to be released or satisfied at or prior to Closing, Purchaser shall have the option to deduct from the Purchase Price any amounts necessary to cause the release or satisfaction of record of all Monetary Exceptions at Closing, and such amounts shall be deemed paid by Purchaser on behalf of Seller as a portion of the Purchase Price paid at Closing.



8. Lease. Purchaser and Seller agree that Seller, Thomas E. Byrum, Jr., shall be permitted to live in the house located on the Property for the remainder of his life. At Closing, Purchaser and Seller shall enter into a lease agreement (the "Lease"), the form of which shall be agreed upon at least ten (10) days prior to Closing, whereby Seller leases from Purchaser the Property, on terms and conditions to be agreed upon by Seller and Purchaser, which shall include but not be limited to the following: Purchaser shall mow the yard, maintain the driveway, and the structural portions of the house, and all mechanical systems including HVAC, electrical, and plumbing systems. Purchaser shall keep the Property insured for the replacement value of the Property. Purchaser shall maintain liability insurance on the Property. Seller shall maintain renter's insurance for Seller's personal property and equipment located on the Property, and Seller shall be responsible for ordinary non-structural repairs and maintenance of the Property.

9. Default.

(a) Purchaser's Default. If Purchaser defaults under this Agreement and Seller has not defaulted under this Agreement and all conditions precedent and contingencies to Purchaser's obligations are satisfied, then Seller may pursue its remedies under applicable law.

(b) Seller's Default. If Seller breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by Seller in this Agreement is untrue, false or incorrect, or if Seller shall not have performed any of Seller's obligations herein as and when required in this Agreement, then Purchaser shall be entitled to:

(i) close the transaction contemplated by this Agreement, thereby waiving such breach, default or failure;

(ii) terminate this Agreement, whereupon Seller shall reimburse Purchaser on demand for all costs and expenses incurred by Purchaser (itself or through its agents) in connection with this Agreement and the Property not to exceed \$5,000.00, and Purchaser shall have no liability or obligation under this Agreement, except for any obligations that specifically survive termination;

(iii) seek specific performance of this Agreement and of Seller's obligations, duties and covenants hereunder or termination of this Agreement; or

(iv) pursue any other remedies or relief available at law or in equity.

10. Closing. The Closing will occur via an escrow closing upon the terms set forth below in this Section 10 on or before July 31, 2020 (the "Closing Date"). Purchaser shall provide Seller with fourteen (14) days prior written notice of the proposed Closing Date

10.1 At Closing, Seller agrees to deliver to Purchaser, at Seller's sole cost and expense, the following items:

(a) Special warranty deed conveying good, insurable and indefeasible title to the Property, as required by this Agreement.



(b) An Owner's Affidavit executed and sworn to by Seller, stating that no work has been performed on the Property during the one hundred twenty (120) days prior to Closing or if such work has been performed, that it has been paid in full, together with such other statements and instruments as may be required by Purchaser's title insurance company insuring the title to the Property in order for the title insurance company to issue Purchaser's title insurance policy without exception to any liens, unfiled easements or other standard exceptions set forth in the standard title insurance policy form.

(c) A certification complying with requirements of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended, executed by Seller and certifying that Seller is not a foreign person within the meaning of such sections.

(d) Possession and occupancy of the Property, free and clear of all tenants or other occupants and any personal property of such persons, except for Seller and his personal property as will be set forth in the Lease.

(e) Payment, satisfaction and discharge of any and all outstanding liens, mortgages, security interests or other encumbrances securing the payment of any indebtedness affecting the Property.

(f) All other documents necessary or appropriate to complete the transaction contemplated by this Agreement.

10.2 At Closing, Purchaser shall pay to Seller the Purchase Price (as adjusted for prorated items in accordance with this Agreement) and shall execute and deliver all documents necessary or appropriate to complete the transaction contemplated by this Agreement ("Purchaser's Closing Items").

11. Costs. At Closing, Purchaser shall pay the costs of any State transfer tax, documentary stamps or recording or other similar tax, the cost of title examination and title insurance premium. Purchaser shall pay the costs of recording the deed, the costs of any survey or other diligence reports, and any appraisal. Purchaser and Seller shall each pay one-half of the costs of the escrow agent incurred in administering any escrow deposit and the Closing. Each party shall bear its own attorneys fees.

12. Damage or Condemnation. Risk of loss resulting from any condemnation, eminent domain or expropriation proceeding which is commenced prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to the Closing, all or part of the Property shall be destroyed, damaged or subjected to a bona fide threat of condemnation, expropriation or other proceeding, Seller shall promptly notify Purchaser thereof, and Purchaser either may elect to (i) cancel this Agreement, in which event all parties shall be relieved and released of and from any further duties, obligations, rights or liabilities, or (ii) Purchaser may declare this Agreement to remain in full force and effect and the purchase contemplated herein, subject to such damage or less any interest taken by eminent domain, expropriation or condemnation, shall be effected, and at Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards and insurance proceeds or claims that have been or that may thereafter be made for such taking or damage. If Purchaser

elects to acquire the Property, the Purchase Price shall be reduced by the amount of Seller's insurance deductible, if such deductible has not already been paid by Seller.

13. Representations and Warranties. As a material inducement to Purchaser entering into this Agreement, Seller hereby represents, warrants and covenants that the following matters are true as of the date hereof and will be true on the Closing Date:

(a) This Agreement has been duly authorized and executed by Seller, and Seller has full power and authority to consummate the transaction described herein, and the persons executing this Agreement and all instruments to be delivered to Purchaser at Closing on behalf of Seller are fully authorized to do so, have the power to bind Seller and to so act on Seller's behalf.

(b) Neither the entering into of this Agreement nor the consummation of the transaction herein described will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To Seller's knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the consummation by Seller of the transaction herein described.

(c) There is no litigation or proceeding pending or to the knowledge of Seller, threatened against or relating to the Property.

(d) As of the date of the Agreement there are no leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal) which grant any possessory interest in and to any space situated on the Property.

(e) Seller has not received any written notice from any governmental entity or other person and has no knowledge that the Property, or current or former operations on the Property, are not or have not been in compliance with any Environmental Laws or that Seller has any material liability with respect thereto. Seller has no actual knowledge of any liens arising under or pursuant to any Environmental Laws on the Property. To Seller's knowledge, no Hazardous Materials are present or have been released in a reportable quantity, where such a quantity has been established by statute, ordinance, rule, regulation or order, at, on or under the Property. To Seller's knowledge, neither Seller nor the Property is in violation of any Environmental Laws and there is no asbestos, PCB's or lead paint on the Property or any part thereof. For purposes of this Agreement, "Environmental Laws" shall mean the Resource Conservation and Recovery Act (42 U.S. § 6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act (49 U.S. § 1801 et seq.); the Toxic Substance Control Act (15 U.S. § 2601 et seq.); the Clean Air Act (42 U.S. § 9402 et



seq.); the Clean Water Act (33 U.S. § 1251 et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S. § 136 et seq.); the Occupational Safety and Health Act (29 U.S. § 651 et seq.); and all other applicable federal, state and local environmental laws (including, without limitation, obligations under the common law), ordinances, orders, rules and regulations, as any of the foregoing may have been amended, supplemented or supplanted prior to the Closing, relating to regulation or control of hazardous, toxic or dangerous substances, materials or wastes (collectively, "Hazardous Materials"), or their handling, storage or disposal or to environmental health and safety. To Seller's knowledge, there are no underground storage tanks located under the Property.

(f) Seller has not received any notice from any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect of the Property or any part thereof, which has not been entirely corrected. If any such notice is received prior to the date of Closing, Seller shall promptly notify Purchaser thereof and comply with any requirements of such notice prior to the date of Closing.

(g) No assessments have been made against the Property which are unpaid, or shall not be paid in full, at or prior to the Closing, except those ad valorem taxes, if any, for the current year which are not yet due and payable, whether or not they have become liens; and Seller is not aware of any assessments against the Property for public improvements not yet in place.

#### 14. Pre-Closing Conditions.

14.1 Seller's Obligations Prior to Closing. As a material inducement to Purchaser entering into this Agreement and as a condition to Purchaser's obligations hereunder:

(a) Between the date hereof and Closing, Seller shall

(i) maintain the Property in its present condition and repair, without deterioration, normal wear and tear excepted; and

(ii) perform all other obligations of Seller as owner of the Property including compliance with all laws and ordinances affecting ownership of the Property.

(b) Seller shall not transfer or convey any interest in the Property, other than to Purchaser, and at Closing, title to the Property shall be owned by Seller free and clear of all mortgages, liens, encumbrances, easements and other matters except for the Permitted Title Exceptions.

14.2 Conditions Precedent to Purchaser's Obligations. Purchaser's obligation to close shall at all times be conditioned upon (a) Seller's delivery of good and insurable fee simple title to the Property at Closing, subject only to the Permitted Title Exceptions, such performance to be evidenced by Purchaser's ability to obtain (upon delivery of Purchaser's Closing Items and payment of all applicable title insurance premiums and expenses) the Title Policy in the form contemplated by Section 7 hereof; (b) Purchaser annexing the Property to be within the City of White House, Tennessee, (c) Purchaser being approved for adequate funding to Close, as the Purchaser deems necessary, (d) the truth and accuracy of Seller's warranties and representations hereunder as of the date of Closing; (e) Seller not otherwise being in default under this Agreement



as of the date of Closing, and (f) since the Effective Date, there shall have occurred no material adverse change with respect to the physical condition of the Property. If any of the conditions precedent set forth in this Section 14.2 shall fail to occur on or before the scheduled Closing Date, in addition to any of Purchaser's other rights and remedies hereunder, Purchaser shall be entitled at any time thereafter, at Purchaser's option, to waive any such conditions precedent (in Purchaser's sole discretion) or to terminate this Agreement (without liability to Purchaser) upon written notice to Seller, whereupon this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder (except for such rights and obligations which expressly survive the termination hereof), provided that if any failure of a condition precedent constitutes a default by Seller under this Agreement, Purchaser shall be entitled to all rights and remedies of Purchaser provided in Section 9 hereof.

15. Brokers. Purchaser and Seller each represents to the other that there are no brokers involved in this transaction. Purchaser and Seller do hereby indemnify and hold harmless and defend the other from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlement, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity, as the result of the indemnifying party's acts. This indemnity shall survive the termination or Closing of this Agreement.

16. Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

17. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by e-mail to the address for each party set forth below.

Purchaser:                      The City of White House, Tennessee  
   Attention: Gerald Herman  
   105 College Street  
   White House, TN 37188  
   E-mail: gherman@cityofwhitehouse.com

Seller:                              Tom Byrum  
   100 Byrum Drive  
   White House, TN 37188

Escrow Agent:                      Webb Sanders, PLLC  
   Attention: Valerie Webb

3037A Highway 31W  
White House, TN 37188  
Telephone No.: (615) 581-0804  
E-mail: vwebb@webbsanderslaw.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed facsimile number of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the physical address or email address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed physical address or email address.

18. Survival. Liability for the indemnities of Seller and/or Purchaser made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to Closing if applicable, the Closing and the delivery of the Closing documents. All other representations, warranties, covenants, agreements and obligations of Seller under this Agreement shall survive the Closing and the delivery of the Closing Documents for a period of one year, and none of such representations, warranties, covenants, agreements or obligations shall merge with the transfer of title to the Property.

19. Use. Purchaser acknowledges and agrees that deed from the Seller to the Purchaser for the Property shall contain a restriction that the Property can only be used as a park, which shall include, but not be limited to, using the Property for sports fields and park related facilities, such as bathrooms, maintenance buildings and parking areas. Furthermore, Purchaser and Seller acknowledge and agree that said park shall be named the Byrum Family Park. This provision shall survive Closing.

20. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive and not the conflicts laws of the State of Tennessee.

(b) Counterparts. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

(c) Drafting. This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.

(d) Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between Purchaser and Seller which relate to the Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.



(e) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day.

(f) Attorney's Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.

(g) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(h) Date of this Agreement. The "date of this Agreement" or "date hereof" wherever used herein shall mean the date the last person of all persons required to sign this Agreement, shall actually sign this Agreement, as evidenced by the date beside said party's name.

(i) Unless otherwise expressly provided in this Agreement, a party shall not be liable to the other party for delays or failures in performance of any of its obligations under this Agreement because of acts of God; acts of a public enemy; acts of war, whether declared or undeclared; insurrections; riots; fires; explosions; accidents; epidemics; quarantine restrictions; acts of government; failures of transportation; freight embargoes; strikes or other labor disputes causing work to be stopped, slowed, or interrupted; or any other force majeure, provided that such delays or failures were beyond that party's reasonable control and were not caused by its fault or negligence. If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the force majeure.

(j) The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(k) The parties acknowledge and agree that it is the intent of the parties that the Seller shall sell to Purchaser the 103 acre tract of land owned by Seller adjacent to the Property (the "103 Acre Closing"), and the closing of the 103 Acre Transaction shall happen simultaneously with the closing of the transaction that is the subject of this Agreement. In the event the 103 Acre Transaction does not close, neither Purchaser nor Seller shall be obligated to close the transaction that is the subject of this Agreement.

[Signature page(s) follow; the rest of this page intentionally left blank]



IN WITNESS WHEREOF, the parties have set their hands or caused duly authorized and incumbent officers to set their hands the date set forth by such party's name.

PURCHASER:

THE CITY OF WHITE HOUSE,  
TENNESSEE

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

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

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

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

SELLER:

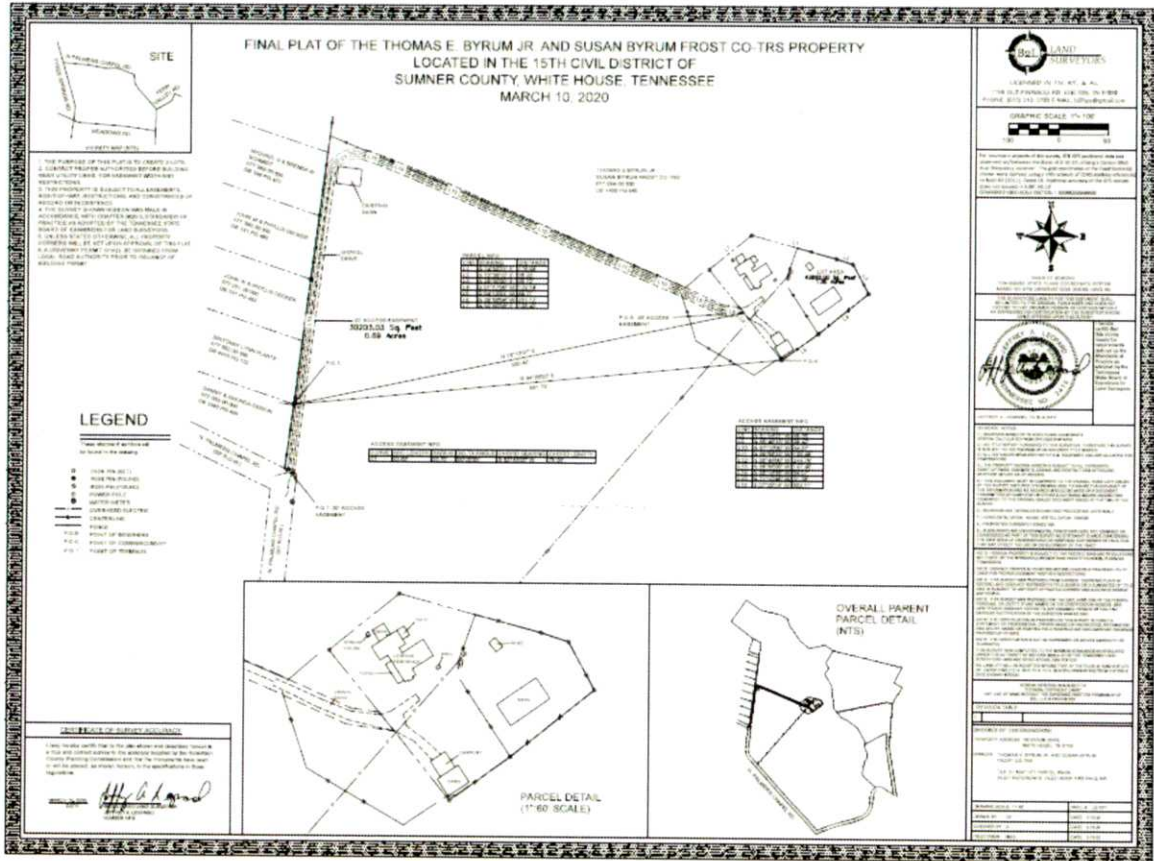
Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas E. Byrum, Jr.

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

\_\_\_\_\_  
Thomas E. Byrum Jr. as Trustee of the Family  
Trust u/w/o Miriam M. Byrum

## THE PROPERTY



**A LEGAL DESCRIPTION OF A PORTION (1.0 ACRES) OF THE THOMAS E. BYRUM  
JR. AND SUSAN BYRUM FROST CO-TRS PROPERTY  
LOCATED IN THE 15TH CIVIL DISTRICT OF  
SUMNER COUNTY, WHITE HOUSE, TENNESSEE  
MARCH 10, 2020**

Situated in Sumner County, Tennessee and being more particularly described as follows:

**COMMENCING** at an iron pin (found) at the northeast corner of the Danny and Rhonda Eidson property (Deed Book 2365 Page 429), thence, North 84 degrees 29 minutes 23 seconds East, 981.75 feet to an iron pin (set), this being the **TRUE POINT OF BEGINNING**;

Thence, North 39 degrees 09 minutes 04 seconds West, 231.12 feet to an iron pin (set);

Thence, North 50 degrees 50 minutes 56 seconds East, 108.42 feet to an iron pin (set);

Thence, South 74 degrees 50 minutes 21 seconds East, 176.58 feet to an iron pin (set);

Thence, South 72 degrees 36 minutes 10 seconds East, 35.20 feet to a fence post (found);

Thence, South 28 degrees 30 minutes 00 seconds East, 65.72 feet to a fence post (found);

Thence, South 51 degrees 17 minutes 06 seconds West, 129.14 feet to a fence post (found);

Thence, South 54 degrees 13 minutes 01 seconds West, 89.71 feet to the **POINT OF BEGINNING**. Containing 43,560.00 square feet, or 1.00 acres.



**A LEGAL DESCRIPTION OF A 20' WIDE ACCESS EASEMENT OVER THE LANDS  
OF THE THOMAS E. BYRUM JR. AND SUSAN BYRUM FROST CO-TRS  
PROPERTY  
LOCATED IN THE 15TH CIVIL DISTRICT OF  
SUMNER COUNTY, WHITE HOUSE, TENNESSEE  
MARCH 10, 2020**

Situated in Sumner County, Tennessee and being more particularly described as follows:

Being a twenty foot wide access easement, at all times being ten feet on each side of and running parallel with the following described centerline:

**COMMENCING** at an iron pin (found) at the northeast corner of the Danny and Rhonda Eidson property (Deed Book 2365 Page 429), thence, North 78 degrees 13 minutes 37 seconds East, 920.42 feet to a point, this being the **TRUE POINT OF BEGINNING**;

Thence, North 81 degrees 54 minutes 31 seconds West, 46.36 feet to a point;

Thence, North 65 degrees 48 minutes 19 seconds West, 98.42 feet to a point;

Thence, North 67 degrees 19 minutes 00 seconds West, 64.87 feet to a point;

Thence, North 66 degrees 58 minutes 22 seconds West, 106.48 feet to a point;

Thence, North 66 degrees 44 minutes 00 seconds West, 244.78 feet to a point;

Thence, North 66 degrees 56 minutes 09 seconds West, 147.49 feet to a point;

Thence, North 68 degrees 19 minutes 38 seconds West, 84.57 feet to a point;

Thence, North 71 degrees 10 minutes 48 seconds West, 31.38 feet to a point;

Thence, with a curve to the left, having an arc length of 83.69 feet, a radius of 55.70 feet, a chord bearing of South 63 degrees 46 minutes 05 seconds West, a chord length of 76.04 feet to a point;

Thence, South 07 degrees 25 minutes 14 seconds West, 602.11 feet to the **POINT OF TERMINUS** in the northerly right-of-way of North Palmers Chapel Rd, a 50' public right-of-way. Containing 30,203.03 square feet, or 0.69 acres.

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the City of White House, Tennessee, ("Purchaser"), and Thomas E. Byrum Jr., an individual, and Thomas E. Byrum, Jr. as Trustee of the Family Trust u/w/o Miriam M. Byrum (collectively, the "Seller").

### W I T N E S S E T H:

For and in consideration of Ten and No/100 (\$10.00) Dollars in hand paid by Purchaser to Seller, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Purchaser and Seller do hereby covenant and agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the following:

(a) that approximate 103 acres of real property that is a portion of Parcel 077 054.00 000 (and excluding the portion off the real property described on Exhibit A attached hereto and incorporated by reference) and all of Parcel 077 054.01 in Sumner County, Tennessee (the "Land");

(b) all right, title and interest of Seller in and to any alleys, strips or gores adjoining the Land, and any easements, rights-of-way or other interests in, on, under or to, any land, highway, street, road, right-of-way or avenue, open or proposed, in, on, under, across, in front of, abutting or adjoining the Land, and all right, title and interest of Seller in and to any awards for damage thereto by reason of a change of grade thereof;

(c) all accessions, privileges, appurtenances, estates and rights of Seller in and to the Land, or otherwise appertaining to any of the property described in the immediately preceding clauses (a) and/or (b); and

All of the items described in subparagraphs (a) through (c) above are hereinafter referred to collectively as the "Property".

2. Intentionally Deleted.

3. Purchase Price. The purchase price for the Property shall be Two Million Seven Hundred Twenty-Three Thousand Dollars (\$2,723,000.00) (the "Purchase Price"). The Purchase Price, as adjusted by the closing prorations described in Paragraph 4 below, shall be payable at the closing of the transaction contemplated by this Agreement (the act of closing being hereinafter referred to as "Closing" and the date on which Closing occurs being hereinafter referred to as the "Closing Date") to Seller by wire transfer of funds pursuant to wiring instruction given to Purchaser prior to Closing.



4. Closing Prorations. The following amounts or items shall be prorated at Closing as described below. All prorations shall be made as of midnight of the day prior to Closing such that Purchaser shall receive all income and shall be responsible for all expenses on the Closing Date.

(a) Taxes. At Closing, all state, county and municipal ad valorem taxes, assessments and similar charges with respect to the Property for the year in which the Closing is consummated, will be prorated as provided above based upon taxes for such year, or if said ad valorem tax amounts for such year are not available, upon the ad valorem taxes for the previous year. Any rollback taxes shall be the obligation of the Seller.

(b) Utilities and Other Expenses. Utilities, including but not limited to water, sewer, gas, electricity, trash removal and fire protection service shall be prorated as provided above. In the event the actual amount due for utilities cannot be determined as of the Closing Date, Purchaser and Seller agree to make the required proration as a post-closing matter. All other expenses relating to the Property up to the Closing Date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by Seller or Seller's agents, including but not limited to cost of maintenance, insurance and administrative expenses, shall be paid for by Seller, and Purchaser shall not be liable therefor. The provisions of this subparagraph (b) shall survive Closing.

(c) Assessments. If, as of the Closing Date, the Property or any part thereof shall be or shall have been affected by any assessment or assessments which are or may become payable in annual installments, such assessments shall be prorated at the Closing for the year of Closing only.

5. Intentionally Deleted.

6. Inspections.

(a) At all times prior to Closing, Purchaser or its agents shall have the right to (i) inspect the Property and all matters relating thereto, which may include environmental testing. Seller acknowledges and agrees that for the Closing to occur, (i) Purchaser's Board is required to approve this Agreement and the annexation of the Property, and (ii) Purchaser must obtain financing in order to purchase the Property, and (iii) Seller's delivery of good and insurable fee simple title to the Property at Closing, subject only to the Permitted Title Exceptions (as defined below), such performance to be evidenced by Purchaser's ability to obtain (upon delivery of Purchaser's Closing Items and payment of all applicable title insurance premiums and expenses) the Title Policy in the form contemplated by Section 7 hereof (collectively, "City Purchase Requirements"). At any time prior to the Closing Date, Purchaser may terminate this Agreement by giving Seller written notice that one of the City Purchase Requirements was not fulfilled.

(b) Purchaser agrees to indemnify and hold Seller harmless from any and all claims, demands, causes of action, and damages directly arising out of or related to the acts of Purchaser or its agents, contractors, or representatives in connection with Purchaser's access to and inspection of the Property.



7. Title and Survey. At Closing, Seller shall convey, transfer, grant and set over to Purchaser marketable, insurable, good, and indefeasible fee simple title to the Property, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever except only the following: (i) those encumbrances and exceptions which Purchaser fails to object prior to thirty (30) days prior to the Closing Date; (ii) those encumbrances and exceptions which Purchaser elects to accept, as described in subsection 7(a) below; (iii) matters that would be revealed by a current and accurate survey of the property; and (iv) the lien of ad valorem taxes not yet due and payable as of the Closing Date ("Permitted Title Exceptions"). In all events, such title shall be insurable by a title insurance company of Purchaser's choice on its standard form of ALTA Form B owner's policy at its standard rate with exception only to the Permitted Title Exceptions and all standard exceptions being removed or deleted. Purchaser shall have the right, in its sole discretion, to obtain a survey of the Property at its expense. If Purchaser's examination of title or survey disclose any defects in title or matters of survey (such matters of survey may include, without limitation, violations of any restrictive covenants affecting the Property, encroachments, any facts that show the need for any easements for the operation of the Property, or any other matters adversely affecting the operation of the Property), then Purchaser shall notify Seller of such defects or objections within twenty (20) days of Purchaser's receipt of the title commitment with all exception documents and Purchaser's survey of the Property ("Purchaser's Title Notice"). If Purchaser fails to timely deliver Purchaser's Title Notice, Purchaser shall be deemed to have accepted the state of title to the Property. Seller, within five (5) days of receipt of Purchaser's Objection Notice, shall notify Purchaser in writing of any matters in Purchaser's Title Notice which Seller elects not to cure. In the event Seller shall fail to timely notify Purchaser with respect to Purchaser's Title Notice, Seller shall be deemed to have elected not to cure all matters set forth therein. If Seller shall not correct or remove the defects or objections which Seller has agreed to cure by Closing or should any other defects or objections to Seller's title not permitted by the terms of this Agreement arise after the date of the survey or title examination by Purchaser (which defects or objections are not the result of the activities of Purchaser, its agents, contractors, and representatives with respect to the Property), then Purchaser, in Purchaser's sole discretion or judgment, may:

(a) accept the Property with such defects; or

(b) elect to terminate this Agreement by notice to Seller, in which event Purchaser and Seller shall be released and relieved of all further rights, liabilities and obligations hereunder; except if such defect results from an act of Seller after the date hereof or are matters which Seller agreed to agree to cure, then Seller shall be in default hereunder and Purchaser shall have Purchaser's rights and remedies under Section 9 hereof.

Notwithstanding anything contained above to the contrary, Seller shall be required to cause to be released or satisfied of record (such that Purchaser can obtain title insurance coverage over same) any and all liens, mortgage, deeds of trust, or other security interests encumbering the Property or any portion thereof ("Monetary Exceptions"), at or prior to Closing. If Seller shall fail to cause all Monetary Exceptions to be released or satisfied at or prior to Closing, Purchaser shall have the option to deduct from the Purchase Price any amounts necessary to cause the release or satisfaction of record of all Monetary Exceptions at Closing, and such amounts shall be deemed paid by Purchaser on behalf of Seller as a portion of the Purchase Price paid at Closing.

8. Intentionally Deleted.

9. Default.

(a) Purchaser's Default. If Purchaser defaults under this Agreement and Seller has not defaulted under this Agreement and all conditions precedent and contingencies to Purchaser's obligations are satisfied, then Seller may pursue its remedies under applicable law.

(b) Seller's Default. If Seller breaches this Agreement, or any of the provisions herein, or if any representation or warranty made by Seller in this Agreement is untrue, false or incorrect, or if Seller shall not have performed any of Seller's obligations herein as and when required in this Agreement, then Purchaser shall be entitled to:

(i) close the transaction contemplated by this Agreement, thereby waiving such breach, default or failure;

(ii) terminate this Agreement, whereupon Seller shall reimburse Purchaser on demand for all costs and expenses incurred by Purchaser (itself or through its agents) in connection with this Agreement and the Property not to exceed \$5,000.00, and Purchaser shall have no liability or obligation under this Agreement, except for any obligations that specifically survive termination;

(iii) seek specific performance of this Agreement and of Seller's obligations, duties and covenants hereunder or termination of this Agreement; or

(iv) pursue any other remedies or relief available at law or in equity.

10. Closing. The Closing will occur via an escrow closing upon the terms set forth below in this Section 10 on or before July 31, 2020 (the "Closing Date"). Purchaser shall provide Seller with fourteen (14) days prior written notice of the proposed Closing Date

10.1 At Closing, Seller agrees to deliver to Purchaser, at Seller's sole cost and expense, the following items:

(a) Special warranty deed conveying good, insurable and indefeasible title to the Property.

(b) An Owner's Affidavit executed and sworn to by Seller, stating that no work has been performed on the Property during the one hundred twenty (120) days prior to Closing or if such work has been performed, that it has been paid in full, together with such other statements and instruments as may be required by Purchaser's title insurance company insuring the title to the Property in order for the title insurance company to issue Purchaser's title insurance policy without exception to any liens, unfiled easements or other standard exceptions set forth in the standard title insurance policy form.

(c) A certification complying with requirements of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended, executed by Seller and certifying that Seller is not a foreign person within the meaning of such sections.



(d) Possession and occupancy of the Property, free and clear of all tenants or other occupants and any personal property of such persons.

(e) Payment, satisfaction and discharge of any and all outstanding liens, mortgages, security interests or other encumbrances securing the payment of any indebtedness affecting the Property.

(f) All other documents necessary or appropriate to complete the transaction contemplated by this Agreement.

10.2 At Closing, Purchaser shall pay to Seller the Purchase Price (as adjusted for prorated items in accordance with this Agreement) and shall execute and deliver all documents necessary or appropriate to complete the transaction contemplated by this Agreement ("Purchaser's Closing Items").

11. Costs. At Closing, Purchaser shall pay the costs of any State transfer tax, documentary stamps or recording or other similar tax, the cost of title examination and title insurance premium, and all brokerage fees payable to Broker(s) (defined below). Purchaser shall pay the costs of recording the deed, the costs of any survey or other diligence reports, and any appraisal. Purchaser and Seller shall each pay one-half of the costs of the escrow agent incurred in administering the escrow deposit and the Closing. Each party shall bear its own attorneys fees.

12. Damage or Condemnation. Risk of loss resulting from any condemnation, eminent domain or expropriation proceeding which is commenced prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to the Closing, all or part of the Property shall be destroyed, damaged or subjected to a bona fide threat of condemnation, expropriation or other proceeding, Seller shall promptly notify Purchaser thereof, and Purchaser either may elect to (i) cancel this Agreement, in which event all parties shall be relieved and released of and from any further duties, obligations, rights or liabilities hereunder, or (ii) Purchaser may declare this Agreement to remain in full force and effect and the purchase contemplated herein, subject to such damage or less any interest taken by eminent domain, expropriation or condemnation, shall be effected, and at Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards and insurance proceeds or claims that have been or that may thereafter be made for such taking or damage. If Purchaser elects to acquire the Property, the Purchase Price shall be reduced by the amount of Seller's insurance deductible, if such deductible has not already been paid by Seller.

13. Representations and Warranties. As a material inducement to Purchaser entering into this Agreement, Seller hereby represents, warrants and covenants that the following matters are true as of the date hereof and will be true on the Closing Date:

(a) This Agreement has been duly authorized and executed by Seller, and Seller has full power and authority to consummate the transaction described herein, and the persons executing this Agreement and all instruments to be delivered to Purchaser at Closing on behalf of Seller are fully authorized to do so, have the power to bind Seller and to so act on Seller's behalf.

(b) Neither the entering into of this Agreement nor the consummation of the transaction herein described will constitute or result in a violation or breach by Seller of any



judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To Seller's knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality. No approval, consent, order or authorization of, or designation, registration or filing (other than for recording purposes) with any governmental authority is required in connection with the consummation by Seller of the transaction herein described.

(c) There is no litigation or proceeding pending or to the knowledge of Seller, threatened against or relating to the Property.

(d) As of the date of the Agreement there are no leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal) which grant any possessory interest in and to any space situated on the Property.

(e) Seller has not received any written notice from any governmental entity or other person and has no knowledge that the Property, or current or former operations on the Property, are not or have not been in compliance with any Environmental Laws or that Seller has any material liability with respect thereto. Seller has no actual knowledge of any liens arising under or pursuant to any Environmental Laws on the Property. To Seller's knowledge, no Hazardous Materials are present or have been released in a reportable quantity, where such a quantity has been established by statute, ordinance, rule, regulation or order, at, on or under the Property. To Seller's knowledge, neither Seller nor the Property is in violation of any Environmental Laws and there is no asbestos, PCB's or lead paint on the Property or any part thereof. For purposes of this Agreement, "Environmental Laws" shall mean the Resource Conservation and Recovery Act (42 U.S. § 6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. § 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act (49 U.S. § 1801 et seq.); the Toxic Substance Control Act (15 U.S. § 2601 et seq.); the Clean Air Act (42 U.S. § 9402 et seq.); the Clean Water Act (33 U.S. § 1251 et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S. § 136 et seq.); the Occupational Safety and Health Act (29 U.S. § 651 et seq.); and all other applicable federal, state and local environmental laws (including, without limitation, obligations under the common law), ordinances, orders, rules and regulations, as any of the foregoing may have been amended, supplemented or supplanted prior to the Closing, relating to regulation or control of hazardous, toxic or dangerous substances, materials or wastes (collectively, "Hazardous Materials"), or their handling, storage or disposal or to environmental health and safety. To Seller's knowledge, there are no underground storage tanks located under the Property.

(f) Seller has not received any notice from any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect of the Property or any part thereof, which has not been entirely

corrected. If any such notice is received prior to the date of Closing, Seller shall promptly notify Purchaser thereof and comply with any requirements of such notice prior to the date of Closing.

(g) No assessments have been made against the Property which are unpaid, or shall not be paid in full, at or prior to the Closing, except those ad valorem taxes, if any, for the current year which are not yet due and payable, whether or not they have become liens; and Seller is not aware of any assessments against the Property for public improvements not yet in place.

#### 14. Pre-Closing Conditions.

14.1 Seller's Obligations Prior to Closing. As a material inducement to Purchaser entering into this Agreement and as a condition to Purchaser's obligations hereunder:

(a) Between the date hereof and Closing, Seller shall

(i) maintain the Property in its present condition and repair, without deterioration, normal wear and tear excepted; and

(ii) perform all other obligations of Seller as owner of the Property including compliance with all laws and ordinances affecting ownership of the Property.

(b) Seller shall not transfer or convey any interest in the Property, other than to Purchaser, and at Closing, title to the Property shall be owned by Seller free and clear of all mortgages, liens, encumbrances, easements and other matters except for the Permitted Title Exceptions.

14.2 Conditions Precedent to Purchaser's Obligations. Purchaser's obligation to close shall at all times be conditioned upon (a) Seller's delivery of good and insurable fee simple title to the Property at Closing, subject only to the Permitted Title Exceptions, such performance to be evidenced by Purchaser's ability to obtain (upon delivery of Purchaser's Closing Items and payment of all applicable title insurance premiums and expenses) the Title Policy in the form contemplated by Section 7 hereof; (b) Purchaser annexing the Property to be within the City of White House, Tennessee, (c) Purchaser being approved for adequate funding to Close, as the Purchaser deems necessary, (d) the truth and accuracy of Seller's warranties and representations hereunder as of the date of Closing; (e) Seller not otherwise being in default under this Agreement as of the date of Closing, and (f) since the Effective Date, there shall have occurred no material adverse change with respect to the physical condition of the Property. If any of the conditions precedent set forth in this Section 14.2 shall fail to occur on or before the scheduled Closing Date, in addition to any of Purchaser's other rights and remedies hereunder, Purchaser shall be entitled at any time thereafter, at Purchaser's option, to waive any such conditions precedent (in Purchaser's sole discretion) or to terminate this Agreement (without liability to Purchaser) upon written notice to Seller, whereupon this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder (except for such rights and obligations which expressly survive the termination hereof), provided that if any failure of a condition precedent constitutes a default by Seller under this Agreement, Purchaser shall be entitled to all rights and remedies of Purchaser provided in Section 9 hereof.



15. Brokers. Purchaser and Seller each represents to the other that there are no brokers involved in this transaction. Purchaser and Seller do hereby indemnify and hold harmless and defend the other from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlement, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity, as the result of the indemnifying party's acts. This indemnity shall survive the termination or Closing of this Agreement.

16. Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

17. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by e-mail to the address for each party set forth below.

Purchaser: The City of White House, Tennessee  
Attention: Gerald Herman  
105 College Street  
White House, TN 37188  
E-mail: gherman@cityofwhitehouse.com

Seller: Tom Byrum  
100 Byrum Drive  
White House, TN 37188

Escrow Agent: Webb Sanders, PLLC  
Attention: Valerie Webb  
3037A Highway 31W  
White House, TN 37188  
Telephone No.: (615) 581-0804  
E-mail: vwebb@webbsanderslaw.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed facsimile number of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the physical address or email address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed physical address or email address.



18. Survival. Liability for the indemnities of Seller and/or Purchaser made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to Closing if applicable, the Closing and the delivery of the Closing documents. All other representations, warranties, covenants, agreements and obligations of Seller under this Agreement shall survive the Closing and the delivery of the Closing Documents for a period of one year, and none of such representations, warranties, covenants, agreements or obligations shall merge with the transfer of title to the Property.

19. Use. Purchaser acknowledges and agrees that deed from the Seller to the Purchaser for the Property shall contain a restriction that the Property can only be used as a park, which shall include, but not be limited to, using the Property for sports fields and park related facilities, such as bathrooms, maintenance buildings and parking areas. Furthermore, Purchaser and Seller acknowledge and agree that said park shall be named the Byrum Family Park. This provision shall survive Closing.

20. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive and not the conflicts laws of the State of Tennessee.

(b) Counterparts. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

(c) Drafting. This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.

(d) Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between Purchaser and Seller which relate to the Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.

(e) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day.

(f) Attorney's Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.

(g) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(h) Date of this Agreement. The "date of this Agreement" or "date hereof" wherever used herein shall mean the date the last person of all persons required to sign this Agreement, shall actually sign this Agreement, as evidenced by the date beside said party's name.

(i) Unless otherwise expressly provided in this Agreement, a party shall not be liable to the other party for delays or failures in performance of any of its obligations under this Agreement because of acts of God; acts of a public enemy; acts of war, whether declared or undeclared; insurrections; riots; fires; explosions; accidents; epidemics; quarantine restrictions; acts of government; failures of transportation; freight embargoes; strikes or other labor disputes causing work to be stopped, slowed, or interrupted; or any other force majeure, provided that such delays or failures were beyond that party's reasonable control and were not caused by its fault or negligence. If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the force majeure.

(j) The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(k) The parties acknowledge and agree that it is the intent of the parties that the Seller shall sell to Purchaser the one (1) acre tract of land owned by Seller adjacent to the Property (the "One Acre Closing"), and the closing of the One Acre Transaction shall happen simultaneously with the closing of the transaction that is the subject of this Agreement. In the event the One Acre Transaction does not close, neither Purchaser nor Seller shall be obligated to close the transaction that is the subject of this Agreement.

[Signature page(s) follow; the rest of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands or caused duly authorized incumbent officers to set their hands the date set forth by such party's name.

PURCHASER:

THE CITY OF WHITE HOUSE,  
TENNESSEE

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

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

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

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

SELLER:

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

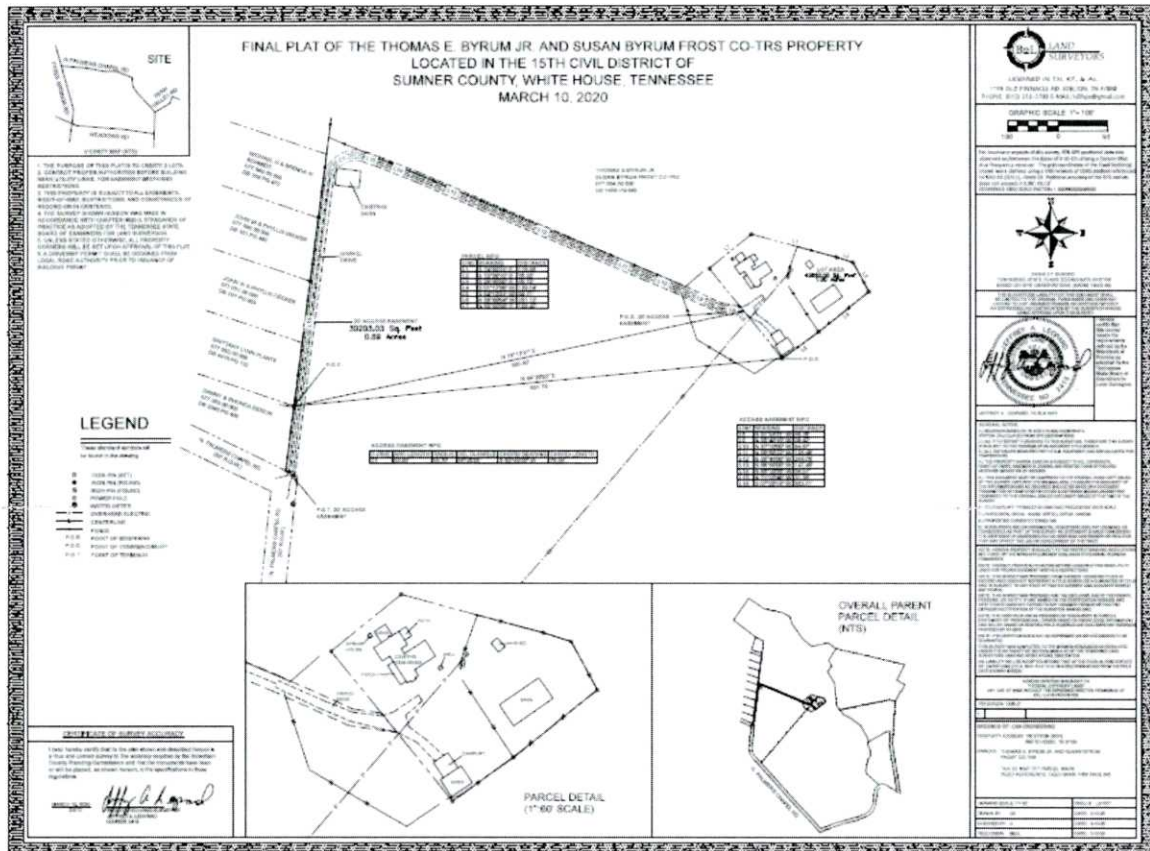
\_\_\_\_\_  
Thomas E. Byrum, Jr.

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

\_\_\_\_\_  
Thomas E. Byrum Jr. as Trustee of the Family  
Trust u/w/o Miriam M. Byrum



## THE EXCLUDED PROPERTY



TOWN CENTER WATER  
COST SHARE  
OPTION B

Developer	Percent Share	Minimum Estimate	Maximum Estimate
CoWH	25%	\$ 300,000.00	\$ 400,000.00
Fuqua	15%	\$ 180,000.00	\$ 240,000.00
Tate/Eden	30%	\$ 360,000.00	\$ 480,000.00
Honeycutt	30%	\$ 360,000.00	\$ 480,000.00
	100%	\$ 1,200,000.00	\$ 1,600,000.00

DISCUSSION ITEMS...



OTHER INFORMATION....