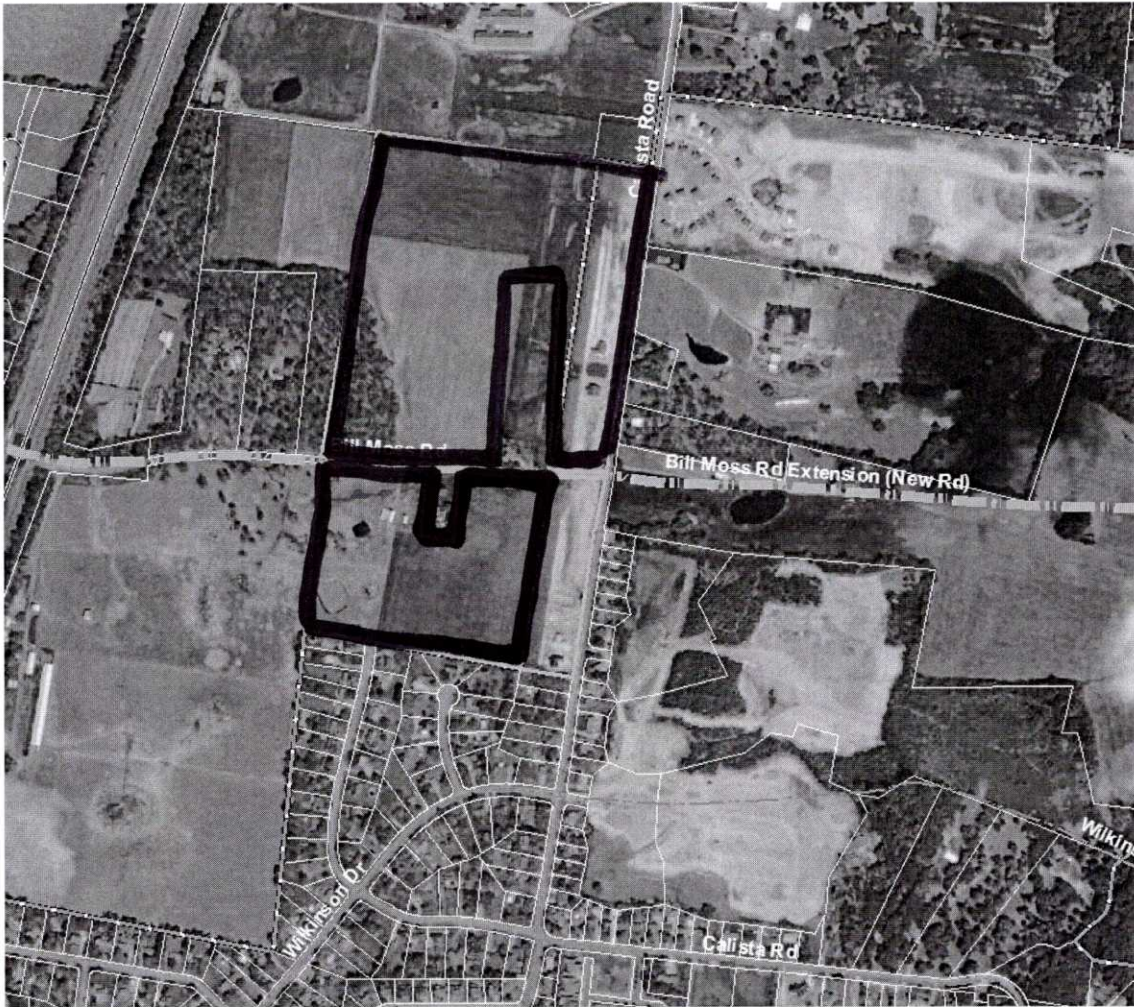


RESOLUTION 21-12
"EXHIBIT A"



RESOLUTION 21-13

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, REQUESTING THE COMMISSIONER OF THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO DEACTIVATE THE REGIONAL PLANNING AUTHORITY OF THE WHITE HOUSE REGIONAL PLANNING COMMISSION AND DISSOLVE THE WHITE HOUSE PLANNING REGION.

WHEREAS, the Tennessee State Planning Commission, in accordance with Tenn. Code Ann. § 13-202 (now § 13-3-102), has designated the White House Municipal Planning Commission as the White House Regional Planning Commission for its future planning and for the purposes of controlling the zoning and subdivision of certain territory outside said City; and

WHEREAS, the Tennessee Department of Economic and Community Development now serves the role of the State Planning Commission, per Tenn. Code Ann. § 13-3-101(a); and

WHEREAS, in accordance with Tenn. Code Ann. § 13-3-102, the acceptance of a designation of a municipal planning commission as a regional planning commission is not obligatory, but is subject to the consent of the designated municipal planning commission; and

WHEREAS, Sumner County created and established a county planning commission, a county zoning resolution, county subdivision regulations, and a professional engineering and planning staff and, therefore, demonstrated the means of conserving or controlling the physical development of the territory located outside of the corporate limits of the City of White House, which territory is located in Sumner County, Tennessee; and

WHEREAS, Robertson County created and established a county planning commission, a county zoning resolution, county subdivision regulations, and a professional engineering and planning staff and, therefore, demonstrated the means of conserving or controlling the physical development of the territory located outside of the corporate limits of the City of White House, which territory is located in Robertson County, Tennessee; and

WHEREAS, the City of White House Regional Commission has recommended deactivation of its role and authority as a regional planning authority and dissolution of the White House Planning Region; and

WHEREAS, the deactivation of the City of White House's regional planning authority is deemed desirable for the operation of planning and zoning administration of the City of White House and the immediate surrounding area; and

WHEREAS, the City of White House Zoning Ordinance, the City of White House Subdivision Regulations and other regulations adopted and approved by the City of White House Municipal – Regional Planning Commission shall remain applicable and the policy for development within municipal boundaries until such time that these areas are amended to reflect the jurisdiction of the City of White House Municipal Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE, as follows:

SECTION 1. In accordance with Tenn. Code Ann. § 13-3-102 and § 13-4-101, the Board of Mayor and Aldermen of the City of White House, Tennessee requests the Commissioner of the Tennessee Department of Economic and Community Development, with the approval of the Local Government Planning Advisory Committee, to deactivate the regional planning authority of the White House Regional Planning Commission and to dissolve the White House Planning Region.

SECTION 2. This resolution shall take effect upon its passage, the public welfare requiring it.

Adopted this 17th day of June, 2021.

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCES....

ORDINANCE 21-04

**AN ORDINANCE TO AMEND THE ZONING MAP FROM C-4 OFFICE
PROFESSIONAL SERVICE DISTRICT 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 May 10th, 2021 reviewed and approved the rezoning request; and,

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

SECTION 1. That the City of White House Zoning Map be amended from C-4 Office Professional Service District to NCRPUD, Neighborhood Center Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

11.02 ACRES REFERENCED AS ROBERTSON COUNTY TAX MAP 109, PARCEL 190.00. PROPERTY IS LOCATED ON SAGE RD

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

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

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

First Reading: May 20, 2021 PASSED

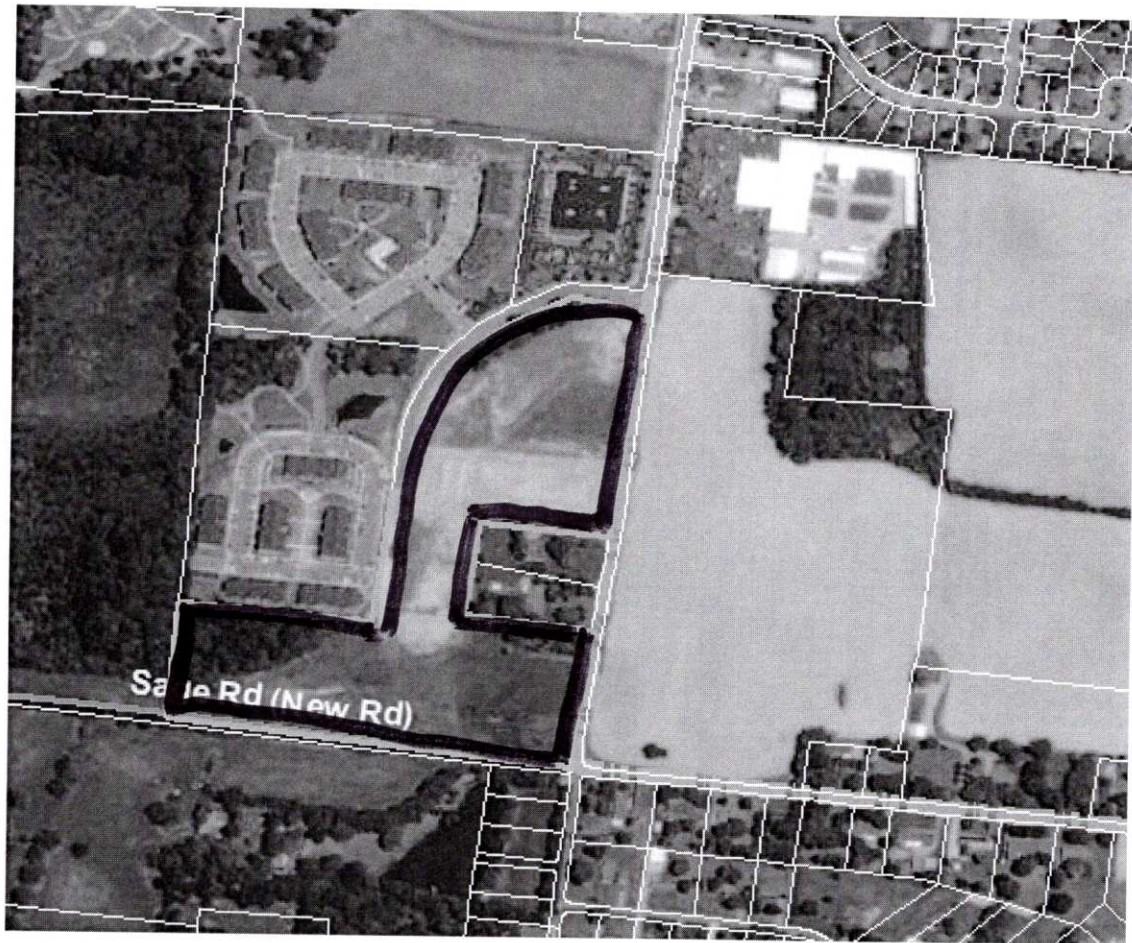
Second Reading: June 17, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-04
"EXHIBIT A"



Item # 2 Cardinal Point/CSDG: Cardinal Point/CSDG:

Applicant or Representative- Overview:

Tax Parcel and ID

Robertson County Tax Map 106,
Parcel 190.00

Zoning

C-4 to NCRPUD

Ordinance Reference and

Notes:

Zoning Ordinance 5.053.6

Project Area Description

Comprehensive Plan:

Mixed Use

Staff Recommendation:

The preliminary site plan meets all staff requirements and is in line with the cities long range comprehensive plan. Staff recommends approval.

Staff Overview



This proposed project is adjacent to the Standard multifamily development. The developers deferred the original design in 2020, that had several three-story buildings. The development will now consist of 10 two story buildings and 3 three story buildings with 212 units. The design of the buildings are brick and hardiboard. Currently, the development will have a clubhouse and swimming pool as amenities. Madeine Way will be extended further south, for entry from the north at Sage and Madeline Way. There will also be an entry from Sage Rd. Traffic Study analysis is pending.



ORDINANCE 21-05

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING ARTICLES AND SECTIONS OF THE ZONING ORDINANCE, AS INDICATED BELOW, AND AS DETAILED IN ATTACHED EXHIBIT A

ARTICLE 2, SECTION 2.020 DEFINITIONS

ARTICLE 4, SECTION 4.080 PERFORMANCE STANDARDS

ARTICLE 5, SECTION 5.053.1 C-1, CENTRAL BUSINESS SERVICE DISTRICT

WHEREAS, the Board of Mayor and Aldermen wishes to amend the Zoning Ordinance to provide a definition to distinguish Major and Minor Motor vehicle service, add permitted use of Major and Minor Repair and add language to the Commercial Design Standard that only allow dismantling of wrecked cars be approved by the Planning Commission.

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

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

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

First Reading: May 20, 2021 PASSED

Second Reading: June 17, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

EXHIBIT A

Design Standards

Auto Repair and Service

Auto Repair and Service Facilities can be problematic uses characterized by noise, large numbers of parked vehicles, traffic, and the presence of petroleum products, oils, acids, and other hazardous materials. A major problem with older Repair and Service Facilities is inadequate storage for vehicles being serviced, resulting in cars, etc. being parked on the street, sidewalks, landscaping, and neighboring properties. See Exhibit 11.2.

1. Buildings are encouraged to be placed at the minimum front setback. See note 12, Sheet 18.
2. Vehicle repairs should be contained within a building.
3. Provide ample space for drop-off vehicles to avoid stacking overflow on a primary street.
4. The interior work bays shall not be visible from the primary street or any adjacent residential area or open space.
5. No dismantling of wrecked cars or outdoor storage is allowed on site unless approved by Planning Commission.
6. Trash bins need to accommodate for the disposal of junk parts, packing material of shipped parts, and oil and lubricants.
7. Buildings shall contribute to a positive street presence.

2.020 Definitions

The following words, terms, and phrases are hereby defined as follows and shall be interpreted as such throughout this Zoning Ordinance. Terms not herein defined shall have their standard dictionary definition or such as the context may imply. (For words not defined herein, reference may be made to the 'New Illustrated Book of Development Definitions' published by the APA).

Motor Vehicle - Any self-propelled wheeled vehicle designed primarily for transportation of persons or goods along public streets.

Motor Vehicle Service and Repair, Major - Such use includes, but shall not be limited to, establishments involved in engine rebuilding, transmission repair, major reconditioning of worn or damaged motor vehicles or trailers, towing and collision service, including body, frame, or frame straightening or repair, and painting of motor vehicles

Motor Vehicle Service and Repair, Minor - Such use includes, but is not limited to, minor repairs to motor vehicles, including repair or replacement of cooling, electrical, fuel and exhaust systems, brake adjustments, relining and repairs, wheel servicing, alignment and balancing, repair and replacement of shock absorbers, and replacement or adjustment of mufflers and tail pipes, hoses, belts, light bulbs, fuses, windshield wipers/wiper blades, grease retainers, wheel bearings, and the like. Motor Vehicle Service and Repair, Minor includes establishments where gasoline and/or fuel oil, and oil, grease, batteries, tires, and automobile accessories are sold in addition to the repair facilities.

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

Because of the nature and character of their operations, automobile wrecking and salvage yards, junk yards, and similar uses of land can have a decidedly detrimental effect upon surrounding properties. Salvage and wrecking yards tend to create problems of noise, dust, traffic and health hazards, and may adversely affect property value by their general appearance. The following standards shall be used as a guide in evaluating whether proposed land uses, such as those outlined above, will have properly minimized their objectionable characteristics:

- A. All motor vehicles stored or kept in such yards shall be so kept that they will not catch and hold water in which mosquitoes may breed and so that they will not constitute a place or places in which rats, mice, or other vermin may be harbored, reared, or propagated.
- B. Because of the tendency for salvage yard to promote the breeding of vermin, no such operation shall be permitted closer than three hundred (300) feet from any established residential zone.
- C. All outdoor storage of salvage and wrecking operation shall be conducted entirely within an enclosed opaque fence, screen, or wall, excepting driveway areas, from eight (8) to twelve (12) feet in height. Storage between the road or street and such fence, screen, or wall is expressly prohibited. Any fence, screen, or wall for concealment shall be maintained in good condition.
- D. All such yards shall be so maintained as to be in a sanitary condition and so as not to be a menace to public health or safety.

E. Off-Street Parking

As regulated in Article IV, Section 4.010.

F. Ingress and Egress

The number of vehicular access driveways permitted on any single street frontage shall be limited to:

- 1. One (1) driveway where the parcel to be used has a maximum road or street frontage of one hundred (100) feet or less.
- 2. Two (2) driveways where the road or street frontage exceeds one hundred (100) feet. Driveways used for ingress and egress shall be limited to twenty-five (25) feet in width maximum, exclusive of curb returns.

G. Application for Automobile Wrecking, Junk or Salvage Yard Permit

No person shall own or maintain an automobile wrecking, junk, or salvage yard within the City of White House, until he has secured a permit from the White House Board of Zoning Appeals. An application for said permit shall be filed in accordance with Article IX, of this ordinance and shall be accompanied by a detailed site plan, a schedule for construction, and any other information herein required. Said application shall be submitted along with any plans and schedules. The Board shall vote to approve or disapprove the application in accordance with the time schedule in Article IX, Section 9.030.

H. MOTOR VEHICLE SERVICE AND REPAIR, MAJOR OR MINOR

A. Minor motor vehicle service and repair shops may not store the same vehicles outdoors on the site for longer than ten (10) days. Major motor vehicle service and repair shops may not store the same vehicles outdoors on the site for longer than thirty (30) days.

B. All driveways must be located and designed to ensure that they will not adversely affect the safety and efficiency of traffic circulation on adjoining streets.

C. All repair operations shall be fully enclosed. Wrecked or junked vehicles shall not be stored for longer time periods than those specified above and shall be completely screened from the public right-of-way and any adjacent residential districts with a solid board fence and/or evergreen shrubs or equivalent screening as may be approved by the Planning Department.

D. Minor motor vehicle service and repair shops may also include gas stations as a secondary use. All gas stations which are part of such an establishment must comply with the regulations.

5.053.1

C-1, Central Business Service District

A. District Description

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

B. Uses Permitted

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

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

C. Uses Permitted as Special Exceptions

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

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

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

D. Uses Prohibited

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

E. Dimensional Regulations

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

1. Minimum Lot Size Requirements

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

2. Minimum Yard Requirements

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

3. Maximum Lot Coverage

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

4. Height Requirement

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

- a. The maximum building height at the street line shall be thirty-five (35) feet.

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

5. Parking Space Requirements
As regulated in Article IV, Section 4.010.

F. Landscaping Requirements

See Article III, Section 3.130 (c).

G. Outdoor Storage

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

5.053.2 C-2, General Commercial

A. District Description

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

B. Uses Permitted

1. Medical offices and clinics.
2. Office buildings for finance, insurance, real estate, legal, engineering, architectural and similar personnel.
3. Hotels and motels.
4. Churches and other places of assembly.
5. Mortuaries and undertaking services.
6. Government buildings and community centers.
7. General retail trade.
8. Entertainment and amusement.
9. Consumer repair.
10. Utility facilities (without storage yards) necessary for the provision of public services.
11. Communication business services.
12. Day Care Centers.
13. Business colleges and other similar educational services (excluding auto-diesel schools).
14. Convenience retail.
15. Apparel and accessories retail.
16. Food service.
17. Auto service stations.
18. Animal care and veterinary.
19. Essential municipal services.

20. Interstate Sign District (C-2) (Zoning Atlas, Dated: **(July 10, 1995)**)
21. Accessory Firework Sales.
22. Automobile sales provided buffer screen is provided and banner and flag streamers are not placed on the property.
23. Retail Package Stores
- *24. Motor Vehicle Service and Repair, Minor**
- *25. Motor Vehicle Service and Repair, Major**

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

C. Uses Permitted as Special Exceptions

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

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

D. Uses Prohibited

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

E. Dimensional Regulations

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

1. Minimum Lot Size Requirements
No minimum lot size shall be required.
2. Minimum Yard Requirements

Front Yard	20 feet
Two-thirds (2/3) of the front yards must be dedicated to landscaping).	
Side Yard	10 feet
Rear Yard	20 feet
Building Setback	35 feet
3. Maximum Lot Coverage
Provided landscaping and parking requirements are met there is no restrictions on the area occupied by all buildings including accessory buildings on a lot or parcel located in the C-2 District.

4. Height Requirements

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

F. Landscape Requirements

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

G. Outdoor Storage

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

ORDINANCE 21-06

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 18, CHAPTER 3 SEWER RATES, FEES, AND CHARGES, SECTION 18-301 AND 18-302.

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 18, Chapter 3 SEWER RATES, FEES, AND CHARGES, Sections 18-301 AND 18-302 be amended from the Municipal Code as follows:

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

Section 18-301. Rates.

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

City of White House
Wastewater Rate Schedule
Exhibit A

	Residential Per Unit	Non-Residential Per Unit
Fixed Rate	\$19.62 <u>\$20.21</u>	\$42.91 <u>\$44.20</u>
Consumption	\$8.47 <u>\$8.72</u> per 1,000 Gallons	\$8.47 <u>\$8.72</u> per 1,000 Gallons

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

	Residential Per Unit	Non-Residential Per Unit
Fixed Rate	\$19.62 <u>\$20.21</u>	\$42.91 <u>\$44.20</u>
Consumption	\$8.47 <u>\$8.72</u> per 1,000 Gallons	\$8.47 <u>\$8.72</u> per 1,000 Gallons

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

First Reading: May 20, 2021 PASSED

Second Reading: June 17, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-07

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE AMENDING THE MUNICIPAL CODE TITLE 17, CHAPTER 1 REFUSE, SECTION 17-113.

WHEREAS, the Board of Mayor and Aldermen desire to update the Municipal Code regarding refuse collection fees;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that the White House Municipal Code Title 17, Chapter 1 Refuse, Section 17-113 be revised from the Municipal Code as follows:

ARTICLE XVII: REFUSE AND TRASH DISPOSAL

CHAPTER 1: REFUSE

SECTION: 17-113. Fee schedule.

17-113. Fee schedule. (1) Refuse collection fee. Each customer who owns or rents property within the corporate limits shall pay a refuse collection fee of ~~seventeen dollars (\$18)~~ **nineteen dollars (\$19)** per month per container for curbside pickup. Any commercial business with more than two (2) containers must contract refuse pickup with a private hauler.

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: May 20, 2021 PASSED

Second Reading: June 17, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-08

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE ESTABLISHING THE TAX RATE FOR THE TAX YEAR 2021.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of White House, Robertson and Sumner Counties, Tennessee as follows:

There is hereby levied the following tax rate on each one-hundred dollars of assessed valuation of all utilities and all other taxable properties within the corporate limits of the City of White House, Tennessee for the tax year 2021.

Robertson County	\$ 1.2862
Sumner County	\$ 1.2862

This ordinance shall become effective upon final reading, the public welfare requiring it.

First Reading: May 20, 2021 PASSED

Second Reading: June 17, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-09

**AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE,
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2021 THROUGH JUNE 30, 2022.**

- Whereas, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and
- Whereas, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and
- Whereas, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF WHITE HOUSE, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2022:

General Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Local Taxes	\$3,669,971	\$3,831,567	\$5,050,000
Intergovernmental Revenue	5,251,279	5,044,659	4,530,535
Charges for Services	96,007	83,157	84,350
Licenses and Permits	505,791	583,823	527,350
Fines and Forfeitures	75,159	53,933	54,000
Debt Proceeds	263,000	1,720,000	10,553,713
Miscellaneous Revenue	176,784	103,996	563,200
Total Cash Receipts	\$10,037,991	\$11,421,135	\$21,363,148
Beginning Cash Balance	\$3,864,950	\$4,143,532	\$2,300,248
Total Available Funds	\$13,902,941	\$15,564,667	\$23,663,396

Industrial Development Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Intergovernmental Revenue	\$ 106,969	\$ 78,547	\$ 76,000
Miscellaneous Revenue	\$ 3,193	\$ 174	\$ 63
Total Cash Receipts	\$ 110,162	\$ 78,721	\$ 76,063
Beginning Cash Balance	\$ 205,809	\$ 167,365	\$ 79,386
Total Available Funds	\$ 315,971	\$ 246,086	\$ 155,449

State Street Aid Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Intergovernmental Revenue	\$ 412,247	\$ 413,764	\$ 417,800
Miscellaneous Revenue	\$ 4,579	\$ 473	\$ 372
Total Cash Receipts	\$ 416,826	\$ 414,237	\$ 418,172
Beginning Cash Balance	\$ 347,690	\$ 316,534	\$ 207,584
Total Available Funds	\$ 764,516	\$ 730,771	\$ 625,756

Parks Sales Tax Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Intergovernmental Revenue	\$ 704,766	\$ 762,000	\$ 787,000
Miscellaneous Revenue	\$ 11,545	\$ 1,811	\$ 201,260
Debt Proceeds	\$ -	\$ 2,750,000	\$ -
Total Cash Receipts	\$ 716,311	\$ 3,513,811	\$ 988,260
Beginning Cash Balance	\$ 711,291	\$ 1,062,732	\$ 1,246,248
Total Available Funds	\$ 1,427,602	\$ 4,576,543	\$ 2,234,508

Parks Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Parks Impact Fees	\$ 75,438	\$ 125,754	\$ 109,296
Miscellaneous Revenue	\$ 870	\$ 224	\$ 180
Total Cash Receipts	\$ 76,308	\$ 125,978	\$ 109,476
Beginning Cash Balance	\$ 37,042	\$ 95,351	\$ 209,812
Total Available Funds	\$ 113,350	\$ 221,329	\$ 319,288

Police Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Police Impact Fees	\$ 60,398	\$ 157,000	\$ 77,832
Miscellaneous Revenue	\$ 1,222	\$ 221	\$ 144
Total Cash Receipts	\$ 61,620	\$ 157,221	\$ 77,976
Beginning Cash Balance	\$ 61,593	\$ 123,213	\$ 215,434
Total Available Funds	\$ 123,213	\$ 280,434	\$ 293,410

Fire Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Fire Impact Fees	\$ 39,841	\$ 103,000	\$ 26,784
Miscellaneous Revenue	\$ 1,212	\$ 138	\$ 120
Total Cash Receipts	\$ 41,053	\$ 103,138	\$ 26,904
Beginning Cash Balance	\$ 67,689	\$ 108,742	\$ 144,138
Total Available Funds	\$ 108,742	\$ 211,880	\$ 171,042

Roads Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Roads Impact Fees	\$ 88,141	\$ 244,000	\$ 105,156
Miscellaneous Revenue	\$ 1,338	\$ 258	\$ 240
Total Cash Receipts	\$ 89,479	\$ 244,258	\$ 105,396
Beginning Cash Balance	\$ 80,368	\$ 89,847	\$ 274,105
Total Available Funds	\$ 169,847	\$ 334,105	\$ 379,501

Drug Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Intergovernmental Revenue	\$ 225	\$ 200	\$ 200
Fines and Forfeitures	\$ 5,525	\$ 7,160	\$ 4,800
Miscellaneous Revenue	\$ 5,304	\$ 50	\$ 48
Total Cash Receipts	\$ 11,054	\$ 7,410	\$ 5,048
Beginning Cash Balance	\$ 15,136	\$ 23,879	\$ 26,789
Total Available Funds	\$ 26,190	\$ 31,289	\$ 31,837

Debt Service Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Intergovernmental Revenue	\$ 926,204	\$ 1,275,000	\$ 1,217,000
Miscellaneous Revenue	\$ 5,581	\$ 2,494	\$ 528
Total Cash Receipts	\$ 931,785	\$ 1,277,494	\$ 1,217,528
Beginning Cash Balance	\$ 341,235	\$ 490,878	\$ 679,472
Total Available Funds	\$ 1,273,020	\$ 1,768,372	\$ 1,897,000

Hillcrest Cemetery Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Charges for Services	\$ 34,357	\$ 68,309	\$ 44,900
Miscellaneous Revenue	\$ 3,280	\$ 442	\$ 361
Total Cash Receipts	\$ 37,637	\$ 68,751	\$ 45,261
Beginning Cash Balance	\$ 206,603	\$ 217,824	\$ 249,560
Total Available Funds	\$ 244,240	\$ 286,575	\$ 294,821

Dental Care Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Interfund Revenue	\$ 39,560	\$ 39,000	\$ 39,000
Miscellaneous Revenue	\$ 3,947	\$ 455	\$ 361
Total Cash Receipts	\$ 43,507	\$ 39,455	\$ 39,361
Beginning Cash Balance	\$ 262,362	\$ 252,038	\$ 224,993
Total Available Funds	\$ 305,869	\$ 291,493	\$ 264,354

Sanitation Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Cash Receipts	\$ 898,763	\$ 989,988	\$ 1,066,048
Debt Proceeds	\$ -	\$ -	\$ -
Total Cash Inflows	\$ 898,763	\$ 989,988	\$ 1,066,048
Beginning Cash Balance	\$ 558,395	\$ 529,059	\$ 456,628
Total Available Cash	\$ 1,457,158	\$ 1,519,047	\$ 1,522,676

Wastewater Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Cash Receipts	\$ 4,371,695	\$ 5,612,164	\$ 5,582,796
Debt Proceeds	\$ -	\$ -	\$ 8,000,000
Total Cash Inflows	\$ 4,371,695	\$ 5,612,164	\$ 13,582,796
Beginning Cash Balance	\$ 3,163,016	\$ 2,449,293	\$ 4,423,137
Total Available Cash	\$ 7,534,711	\$ 8,061,457	\$ 18,005,933

Stormwater Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Cash Receipts	\$ 899,087	\$ 948,906	\$ 965,818
Debt Proceeds	\$ -	\$ -	\$ -
Total Cash Inflows	\$ 899,087	\$ 948,906	\$ 965,818
Beginning Cash Balance	\$ 536,631	\$ 828,238	\$ 1,097,686
Total Available Cash	\$ 1,435,718	\$ 1,777,144	\$ 2,063,504

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
General Government	\$ 3,371,725	\$ 5,836,846	\$ 12,880,961
Public Safety	\$ 3,969,615	\$ 4,595,984	\$ 5,021,106
Public Works	\$ 641,266	\$ 805,511	\$ 757,769
Library	\$ 455,422	\$ 522,551	\$ 517,421
Parks and Recreation	\$ 1,005,303	\$ 1,110,493	\$ 1,403,447
Planning and Codes	\$ 316,078	\$ 393,034	\$ 563,346
Total Appropriations	\$ 9,759,409	\$ 13,264,419	\$ 21,144,050

Industrial Development Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Industrial Development	\$ 148,606	\$ 166,700	\$ 77,000
Total Appropriations	\$ 148,606	\$ 166,700	\$ 77,000

State Street Aid Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Streets	\$ 447,982	\$ 523,187	\$ 550,000
Total Appropriations	\$ 447,982	\$ 523,187	\$ 550,000

Parks Sales Tax Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Parks	\$ 235,670	\$ 2,959,095	\$ 1,735,661
Debt Service	\$ 129,200	\$ 371,200	\$ 369,700
Total Appropriations	\$ 364,870	\$ 3,330,295	\$ 2,105,361

Parks Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Parks	\$ 17,999	\$ 11,517	\$ 16,000
Total Appropriations	\$ 17,999	\$ 11,517	\$ 16,000

Police Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Police	\$ -	\$ 65,000	\$ 42,500
Total Appropriations	\$ -	\$ 65,000	\$ 42,500

Fire Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Fire	\$ -	\$ 67,742	\$ 125,000
Total Appropriations	\$ -	\$ 67,742	\$ 125,000

Roads Impact Fees Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Roads	\$ 80,000	\$ 60,000	\$ 235,000
Total Appropriations	\$ 80,000	\$ 60,000	\$ 235,000

Drug Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Police	\$ 2,311	\$ 4,500	\$ 4,500
Total Appropriations	\$ 2,311	\$ 4,500	\$ 4,500

Debt Service Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Miscellaneous	\$ 1,371	\$ 1,400	\$ 3,500
Debt Service	\$ 780,771	\$ 1,087,500	\$ 1,290,000
Total Appropriations	\$ 782,142	\$ 1,088,900	\$ 1,293,500

Hillcrest Cemetery Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Cemetery and Maintenance	\$ 26,416	\$ 37,015	\$ 78,890
Total Appropriations	\$ 26,416	\$ 37,015	\$ 78,890

Dental Care Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Premiums Paid	\$ 10,314	\$ 9,000	\$ 9,500
Dental Claims Paid	\$ 43,517	\$ 57,500	\$ 60,500
Total Appropriations	\$ 53,831	\$ 66,500	\$ 70,000

Sanitation Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Sanitation	\$ 928,099	\$ 1,062,419	\$ 1,158,953
Debt Service	\$ -	\$ -	\$ -
Total Appropriations	\$ 928,099	\$ 1,062,419	\$ 1,158,953

Wastewater Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Wastewater	\$ 4,448,836	\$ 2,991,120	\$ 14,606,438
Debt Service	\$ 636,582	\$ 647,200	\$ 1,041,000
Total Appropriations	\$ 5,085,418	\$ 3,638,320	\$ 15,647,438

Stormwater Fund	FY 2020 Actual	FY 2021 Estimated	FY 2022 Proposed
Stormwater Administration	\$ 607,480	\$ 679,458	\$ 1,444,028
Debt Service	\$ -	\$ -	\$ -
Total Appropriations	\$ 607,480	\$ 679,458	\$ 1,444,028

SECTION 3. At the end of the current fiscal year the governing body estimates balances as follows:

General Fund	\$ 2,300,248
Industrial Development Fund	\$ 79,386
State Street Aid Fund	\$ 207,584
Parks Sales Tax Fund	\$ 1,246,248
Parks Impact Fees Fund	\$ 209,812
Police Impact Fees Fund	\$ 215,434
Fire Impact Fees Fund	\$ 144,138
Roads Impact Fees Fund	\$ 274,105
Drug Fund	\$ 26,789
Debt Service Fund	\$ 679,472
Hillcrest Cemetery Fund	\$ 249,560
Dental Care Fund	\$ 224,993
Sanitation Fund	\$ 456,628
Wastewater Fund	\$ 4,423,137
Stormwater Fund	\$ 1,097,686

SECTION 4. That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Authorized and Unissued	Cumulative Principal Outstanding at June 30, 2021	FY 2022 Debt Principal	FY 2022 Interest Requirements
Bonds				
2012 GO Refunding Bond	\$ -	\$ 575,000	\$ 215,000	\$ 10,743
2020 GO Refunding (2013 Bond)	\$ -	\$ 2,850,000	\$ 100,000	\$ 68,975
2015 GO Refunding Bond	\$ -	\$ 1,600,000	\$ 320,000	\$ 38,475
2020 LG Loan Program Bond*	\$ 10,553,713	\$ 26,287	\$ 431,000	\$ 290,950
2020 Byrum Park Land Bond	\$ -	\$ 2,599,000	\$ 155,000	\$ 70,433
Notes				
SRF CWA 2009-246	\$ -	\$ 323,971	\$ 30,155	\$ 5,490
SRF CWSRF 2010-256	\$ -	\$ 210,440	\$ 17,808	\$ 3,516
SRF CG1 2012-302	\$ -	\$ 2,505,124	\$ 174,192	\$ 24,252
SRF CWSRF 2012-308	\$ -	\$ 290,300	\$ 18,360	\$ 2,820
SRF CG2 2013-326	\$ -	\$ 1,241,311	\$ 77,124	\$ 9,048
SRF CWSRF 2016-364	\$ -	\$ 628,860	\$ 37,836	\$ 6,792
SRF CWSRF 2021-449**	\$ 12,448,000	\$ -	\$ 285,042	\$ 110,904
2020 Town Center Water Line	\$ -	\$ 1,458,000	\$ 146,000	\$ 37,179

*2020 LG Loan Program Bond is currently in draw-down period and expected to be fully drawn during FY 2022. The \$26,287 represents all bond issuance costs (\$93,000) plus draws (\$350,000) and interest from the original 2019 bond (\$3,287) minus principal payments (\$420,000) made prior to June 30, 2021. This amount is accruing interest expenses.

**CWSRF 2020-449 - City requested TDEC to increase by \$8,000,000 to \$20,448,000 for Wastewater Treatment Plant Expansion Project under projected costs.

SECTION 5. During the coming fiscal year (2022) the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
Community Event Center Design and Build	\$ 5,600,000	\$ 5,600,000
Demolition / Renovation of City Hall	\$ 2,000,000	\$ 2,000,000
Hwy 31W / Sage / McCurdy Intersection Improv.	\$ 680,000	\$ -
Industrial Access TDOT Grant Hester Drive	\$ 300,000	\$ -
Holly Tree Sidewalks	\$ 40,000	\$ -
GIS Application and Software	\$ 55,000	\$ -
Ped. Safety Improvements - Hwy 31W/SR258	\$ 60,000	\$ -
Dog Park Parking Lot Paving / Striping	\$ 50,000	\$ -
Splash Pad Improvements	\$ 50,000	\$ -
Network Switches	\$ 36,083	\$ -
Police Patrol Vehicles (3)	\$ 127,500	\$ -
EnerGov System Upgrade	\$ 49,740	\$ -
Message Boards	\$ 30,000	\$ -
Concession Stand Renovation - Design	\$ 25,000	\$ -
Planning and Codes Vehicle	\$ 29,500	\$ -
Asphalt Overlay Program	\$ 435,000	\$ -
Grid Smart Camera System	\$ 25,000	\$ -
11 Intersection Traffic Control Battery Backups	\$ 50,000	\$ -
Tennis Courts	\$ 1,000,000	\$ -
Soccer Complex Renovation Phase 1	\$ 735,386	\$ -
Land Acquisition - Fire Station #3	\$ 100,000	\$ -
Greenway Ambulance	\$ 25,000	\$ -
Fence Remaining Cemetery Property	\$ 50,000	\$ -
WWTP Expansion	\$ 8,000,000	\$ 8,000,000
Grinder Pump Replacement Program	\$ 500,000	\$ -
New 18" SFM - Phase 1 / Phase 2 - Installation	\$ 2,200,000	\$ -
New 18" SFM - Phase 3 / Phase 4 - Design	\$ 250,000	\$ -
Headworks Improvements	\$ 65,000	\$ -
Magnolia Village Gravity System Repairs	\$ 55,000	\$ -
WWTP Fencing	\$ 110,000	\$ -
North Palmers Chapel Vacuum to Gravity 17 Units	\$ 400,000	\$ -
Wastewater Insert-A-Valves	\$ 30,000	\$ -
Wastewater 1-Ton Truck with Utility Bed	\$ 70,000	\$ -
Wilkinson Lane Water Shed Upgrade	\$ 150,000	\$ -
Stormwater Facility Maintenance Building	\$ 85,000	\$ -
Springbrook Subdivision Pipe Upgrade	\$ 270,000	\$ -
Stormwater Skid Steer	\$ 85,000	\$ -
Stormwater Land Acquisitions / Mitigations	\$ 200,000	\$ -
ADA Transition Plan	\$ 24,999	\$ -
Traffic Cabinet	\$ 15,000	\$ -
Indoor Christmas Tree with Ornaments	\$ 5,000	\$ -
Laser Grading Equipment	\$ 6,097	\$ -
Sand & Dirt for Laser Grading / Top Dressing	\$ 9,999	\$ -
Greenway Trailhead Clock Repair	\$ 5,000	\$ -
New Fencing for Parks Field 5	\$ 9,999	\$ -

Northwoods Park Improvements	\$	6,000	\$	-
Parks Maintenance Shop Fencing	\$	10,000	\$	-
Wastewater Mobile Response Trailer	\$	9,500	\$	-

- SECTION 6. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.
- SECTION 7. Money may be transferred from one appropriation to another in the same fund only by appropriate ordinance by the governing body, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.
- SECTION 8. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.
- SECTION 9. If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with the Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of the Division Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.
- SECTION 10. This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21, TCA or loan agreements with a public building authority issued pursuant to Title 12, Chapter 10, TCA approved by the Comptroller of the Treasury or Comptroller's Designee within 15 days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, TCA (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the city does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.
- SECTION 11. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.
- SECTION 12. All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.
- SECTION 13. This ordinance shall take effect on July 1, 2021, the public welfare requiring it.

Passed First Reading:

May 20, 2021

Passed Second and Final Reading:

June 17, 2021

Mayor

Attest: City Recorder

City of White House Public Services

Memo

To: Board of Mayor and Alderman
From: Andy Cieslak, DPS
Date: May 6, 2021
Re: Budget Amendment – Sanitation Contractual Services

In the FY 2020/2021 budget cycle Public Services allotted \$775,000.00 for contractual services including but not limited to Waste Management and Robertson Landfill.

This memo is to advise you that we have exceeded the initial budgeted amount of \$775,000.00 by approximately \$60,000.00. Therefore, Finance will need to prepare a budget amendment for this overage.

1) June 16th 2020, we received notice from the Robertson County Solid Waste Director that disposal costs were increasing. At the time, the City of White House had already submitted its budget and been approved. On April 20th 2020 we were notified that this was the first increase in ten years.

2) Waste Management sent notification on June 2019 that the tipping fee was increasing from \$37.50 per ton to \$55.00 and contaminated loads were going to be charged \$150.00 a ton. Since July 1st 2020 (44 weeks) we have been charged 28 times for contaminated loads, equating to ~ 63.6% of the loads.

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

Andy Cieslak
Director of Public Services

Sanitation Board Memo Budget Amendment for Sanitation Contractual Services - 05.06.2021

ORDINANCE 21-10

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE FISCAL BUDGET FOR THE PERIOD ENDING JUNE 30, 2021.

WHEREAS, it has become necessary to amend the current year's annual budget;

NOW, THEREFORE, BE IT ORDAINED, by the Board of Mayor and Aldermen that the Fiscal Budget ending June 30, 2021 is hereby amended as part of the attached exhibit.

This ordinance shall become effective upon final reading the public welfare requiring it.

First Reading: May 20, 2021 PASSED

Second Reading: June 17, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

City of White House
Budget Amendment I
May 20, 2021

			<u>Current Budget</u> <u>Proposed Budget</u> <u>Amendment</u>		
123	27100	Sanitation Fund	Fund Balance (ending)	374,876	314,876 (60,000)
123	43200 200	Sanitation Fund	Contractual Services	775,000	835,000 60,000

1. To amend current 2020-2021 budget to recognize unbudgeted costs related to trash recycling

ORDINANCE 21-11

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

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 May 10, 2021 reviewed and approved the rezoning request; and,

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

SECTION 1. That the City of White House Zoning Map be amended from Robertson County Rural Residential to SRPUD, Suburban Residential Planned Unit Development for the property included in "EXHIBIT A" and described as follows:

138.3 ACRES ARE REFERENCED AS PART OF ROBERTSON COUNTY TAX MAP 95, PARCEL 63, AND TAX MAP 96, PARCEL 29. PROPERTY IS LOCATED ON BILL MOSS ROAD at CALISTA ROAD.
"EXHIBIT A".

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

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

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

First Reading: June 17, 2021

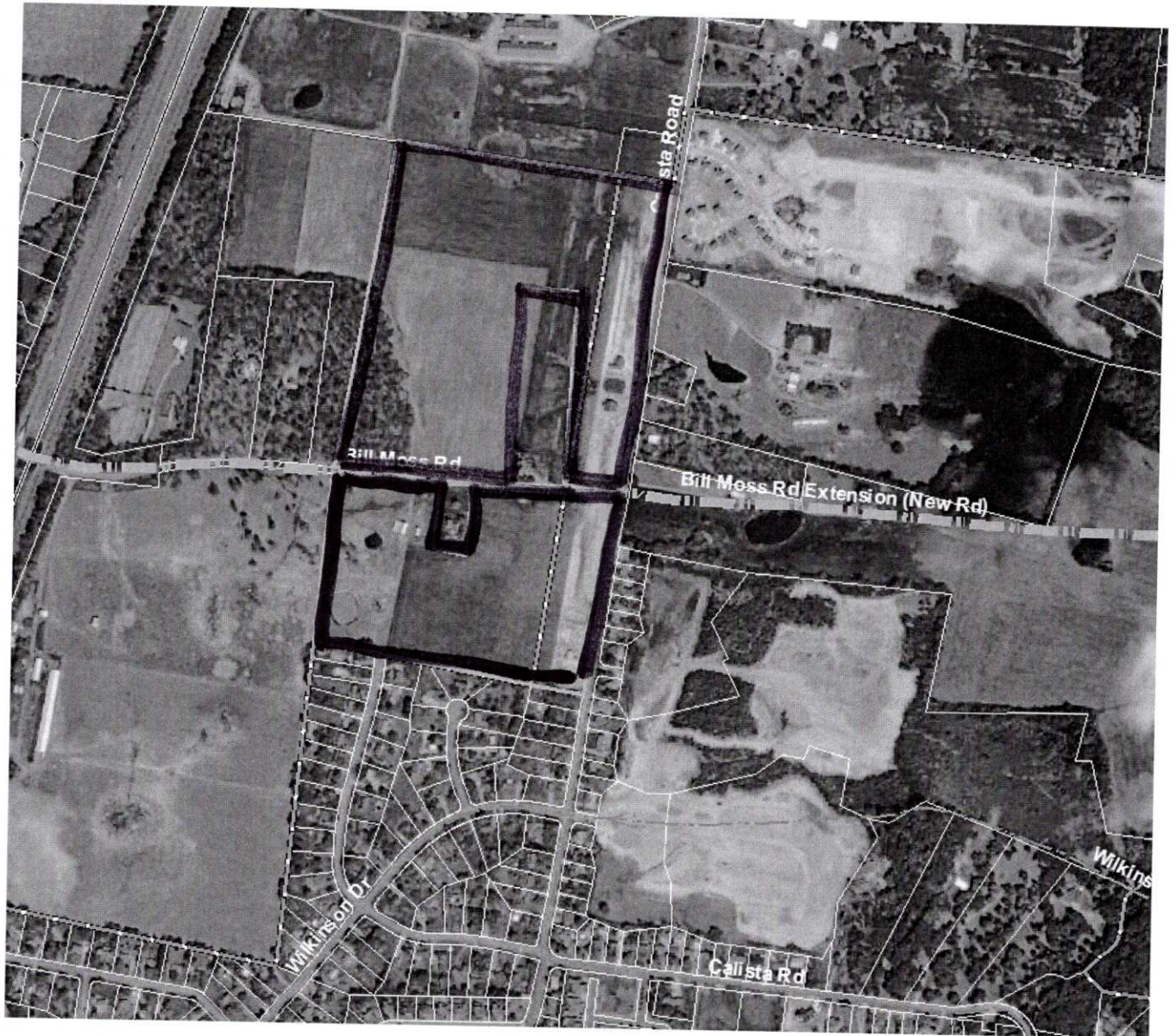
Second Reading: July 15, 2021

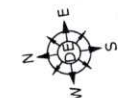
Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE 21-11
"EXHIBIT A"





Scale 1" = 150'
Site Area = 138.3 Acres

DEVELOPER
Safe Harbor Development
Contact: Koby DuMont
Address: 308 Letterman Road
Knoxville, TN 37919
Phone: (865) 507-0220

ENGINEER
Dewey Engineering
Contact: Michael Dewey, PE
Address: 2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956

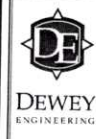
FLOOD NOTE
No portion of this property is located within a Flood Hazard Area as indicated by Zone "X" on FEMA Map Number 47147C0410C. Dated: April 16, 2008.

Revisions:

Drawing Notes:

Date: April 26, 2021

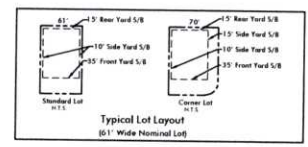
Jackson Farm
Preliminary Master Plan
Being Parcel 63 on Tax Map 95 & Parcel 29 on Tax Map 96
White House, Robertson County, Tennessee



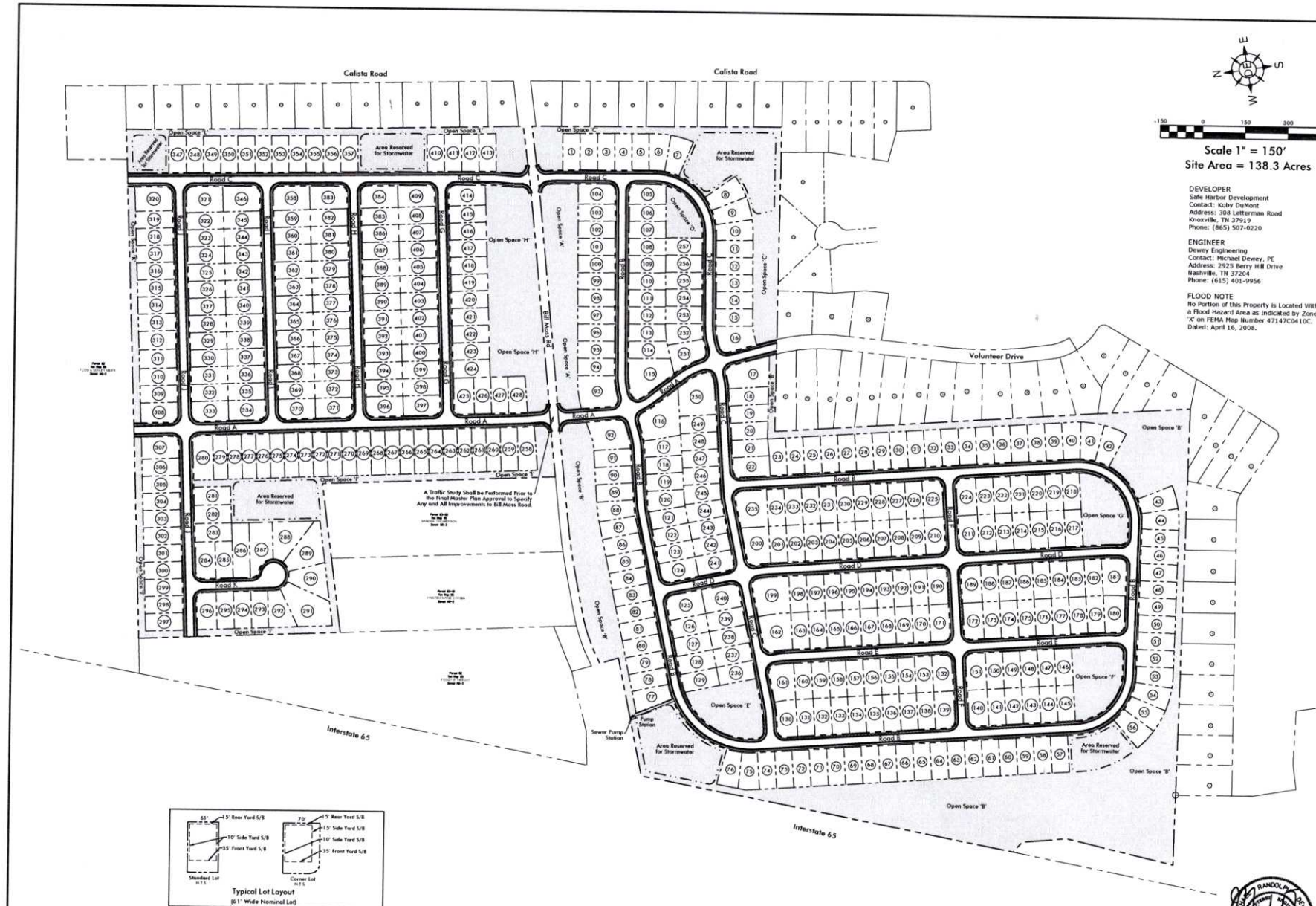
Overall
Layout Plan

C1.0

2 of 3



Typical Lot Layout
(65' Wide Nominal Lot)



Item # 4 Jackson Farms/Dewey Engineering:

Applicant or Representative-
Overview:

Dewey Engineering

Tax Parcel and ID

**Robertson County Tax Map
95, Parcel 63, and Tax Map
96, Parcel 29**

Current Zoning

NA

Comprehensive Plan District:

**Residential Single-Family
Medium Density. This
request meets comprehensive
plan requirements**

Ordinance Reference and

Notes: 5.040/ SRPUD

Project Area Description

**The proposed rezoning site is
located at Bill Moss Road
and Calista Road.**

Staff Recommendation: The

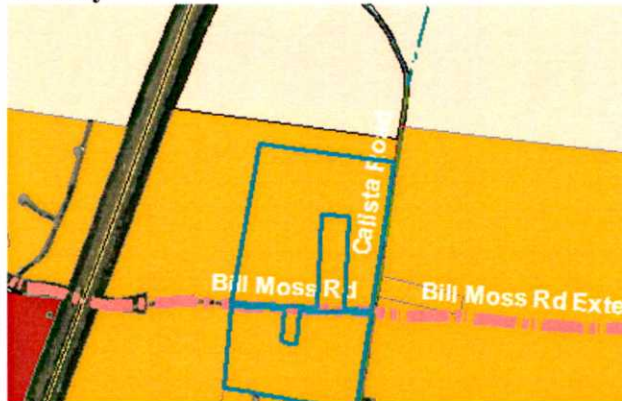
**Comprehensive Plan provides
basis for approving this
proposed Annexation, based on
the Single-Family Medium
Density district this
development would be in and is
favorable for the SRPUD
zoning.**

Staff Overview

This is an annexation request to bring in 138.3 acres at Bill Moss and Calista Rd, known as Jackson Farms. The developer is proposing a three unit per acre Planned Unit Development with a total of 450 homes. Because this is at the edge of the city, with no sidewalks at Bill Moss, staff has discussed not requiring sidewalks on the perimeter, but instead, run sidewalks along Volunteer Dr to Wilkinson (the same length it would be on the perimeter of the development). Staff/Developer Comments are below, which have been addressed. Upon review of the submitted plans, staff will discuss with the developer decorative design around the sewer pump station that will be visible along Bill Moss. The traffic study is pending.



**Comprehensive Plan-Residential Single-Family Medium
Density**



Item # 4 Jackson Farms/Dewey Engineering:

Staff/Developer Comments

- Review minimum distance from intersection for two roadways parallel to Bill Moss. The city would prefer to extend distance by potentially have two lot depths from Bill Moss to the road intersections.
 - Roads B and G have been adjusted to provide additional distance between Bill Moss and the first internal intersections.
- Revise roadway curvature in short section at end of Volunteer Dr. The reverse curve needs help and may layout better if the road connection is shifted to one road north within the proposed subdivision toward lot 361. Shifting road into lot 16 and 120 as well. Attempt 90 degree at first intersection. Perhaps that will lay out better.
 - Layout has been revised to improve distances between curves and provide 90 degree intersections. Multiple configurations were analyzed and considered, and the revised layout was selected to provide a more efficient layout on both sides of Bill Moss Rd.
- Ensure stormwater areas are large enough (overall space looks okay but some space is not as good for stormwater if not at lower subdivision elevations for treatment prior to release offsite)
 - Layout has been revised to provide additional areas for stormwater at the low points of the site.
- Show improvements of new roadway up to Calista at a minimum The traffic study may affect the amount of Calista that also needs improvements for limits of lanes/storage required north and south directions.
 - Traffic study has been ordered and will be provided as soon as possible. A note has been added to sheet C1.0 to specify that “A Traffic Study Shall be Performed Prior to the Final Master Plan Approval to Specify Any and All Improvements to Bill Moss Road.”
- Bill Moss will need similar attention for improvements for the limits of this project.
 - Traffic Study has been ordered and will be provided as soon as possible.
- Ensure TIS includes the end currently not shown for Volunteer, the next intersection.
 - Understood. Comment has been relayed to traffic engineer.
- Submit Traffic Study in a timely manner for staff to review prior to the Planning Commission meeting, preferably in the resubmittal package. Be prepared for further comments regarding offsite pedestrian improvements.
 - Traffic Study has been ordered and will be provided as soon as possible.

Item # 4 Jackson Farms/Dewey Engineering:

Existing Zoning: Zoning is the process of dividing land in a municipality into zones or districts in which certain land uses are permitted or prohibited. Zoning regulations are a land use regulatory tool for local governments meant to protect the general welfare of a community by establishing minimum development standards. The City of White House has eighteen different zones classified within its City limits per Article V of the Zoning Ordinance; however, not all of these districts are mapped on the City's Zoning Map. As the Zoning Map shows, below, most of the zones within the City are residential. These range from a Large Lot District (R-40) to a High-Density District (R10). Commercial Districts, established by the Zoning Ordinance, include a range of commercial intensities from a Central Business District to a neighbor service district, to a general commercial district. These commercial districts are concentrated along the Interstate 65/SR 76 Interchange and the main thoroughfares throughout the City. Commercial districts are meant to be located in appropriate proximity to established residential areas and near major transportation connections, such as Interstate 65, offering local and regional retail and service trades to residents and the traveling public. The City's Zoning Ordinance incorporates both residential and commercial Planned Unit Development (PUD) districts, as well.

Single Family Medium Density Residential

Character Area Policy

Single Family Medium Density Residential

Character:

The Single Family Character Area consists of residential development that include quality neighborhoods and housing choices for community at medium density per acre.

Appropriate Zoning Category and Uses

R-15 Medium-Density Residential, SR-PUD Suburban Planned Unit Development

Infrastructure:

Extensions to transportation, water, sewer, and other services should be expected. New service or extensive redevelopment of existing services should be vetted and reviewed by Planning Commission and Board of Mayor and Aldermen as a primary element of approval.

Design and Context Principles:

New dwellings and structures should aid in establishing the residential character of the area and provide housing choices for the community. New developments or redevelopments should include a mix of architectural styles, while also blending with existing, adjacent development patterns. Open space preservation is encouraged through the use of SPUD or clustering/alternative lot layout and design through convention zoning. Interconnected open space preservation is encouraged.

Item # 4 Jackson Farms/Dewey Engineering:

5.040 Zoning of Annexed Territory

Concurrent with the annexation of additional territory into the City of White House shall be the zoning of that property and the amending of the Official Zoning Map in accordance with the provisions of Article X, of this ordinance. The Planning Commission shall make a recommendation to the Board of Mayor and Aldermen as to the appropriate zoning classification for the property or property shall be designated as R-20, Low Density Residential until otherwise classified. **(Amended by Ordinance 05-34, November 17, 2005)**

5.056.5 Residential Planned Developments

The Planning Commission may vary this design where creative site and building design are proposed.

A. Type of Developments

There are hereby created two (2) types of residential PUDs as follows:

Suburban Residential Planned Development	SRPUD
Neighborhood Center Residential Planned Development	NCRPUD

B. Purpose

The purpose of a SRPUD is to permit development of land, which by reason of topography or floodable land contains some areas unsuitable for development, and to permit the cluster of lots in order to leave the unsuitable land as permanent open space.

The purpose of a NCRPUD is to permit a variety of housing types within a totally planned environment.

C. Minimum Size

The minimum size of either residential PUD shall be five (5) acres. The planning commission and board of mayor and aldermen may, within their discretion, approve developments considered as an infill on less acreage.

D. Permitted Activities in a Residential PUD

The activities listed in Table I listed as "may be considered a permitted use" in a RPUD only when deemed appropriate by the Planning Commission and the Board of Mayor and Aldermen as approved with the preliminary master plan. Other activities listed as prohibited in Table 1 or not listed in Table 1 below are prohibited.

Residential accessory residential dwelling units shall require review by the Board of Zoning Appeals for a special exception under Section 4.190 of this ordinance. If

Item # 4 Jackson Farms/Dewey Engineering:

a residential planned unit development is being designed to include accessory dwelling units for the entire development, then such units will need to be included on the preliminary master plan to be approved by Planning Commission and Board of Mayor and Aldermen. **(Added by Ordinance 06-31, August 17, 2006)**

E. Limitation on Commercial Activities

The commercial activities permitted in Table I, shall be limited to no more than four (4) percent of the total floor area within such development and provided further that the maximum floor area for any establishment shall be five thousand (5,000) square feet. Such commercial activities shall be designed to serve primarily the residents within the PUD and shall not be constructed until at least one-half (1/2) the residential units are complete. Home occupations shall be considered separate from convenience commercial and shall be regulated under article 4.180. **(Amended by Ordinance 06-16, May 18, 2006)**

Item # 4 Jackson Farms/Dewey Engineering:**Table I****Permitted Uses and Structures****Residential Planned Development**

<u>Residential Activities</u>	<u>Districts</u>	
	<u>SRPUD</u>	<u>NCRPUD</u>
Permanent Residential		
Dwelling Attached	N	P
Dwelling One-Family Detached	P	P
Dwelling Two-Family Detached	P	N
Dwelling Semi-Detached	P	P
Dwelling Mobile Home	N	N
Dwelling Multi-Family	N	P
Residential Accessory Dwelling Unit (section 4.190)	SE	SE
Semi-Permanent Residential	N	N
<u>Community Facilities Activities</u>		
Administrative Services	P	P
Community Assembly	P	P
Community Education	P	P
Cultural & Recreation Services	P	P
Essential Services	P	P
Personal & Group Care Facilities	N	P
Religious Facilities	P	P
<u>Commercial Activities</u>		
Consumer Repair Services	P	P
Convenience Commercial	P	P*
Home Occupations (Section 4.180)	P	P
Entertainment & Amusement Services	P*	P
Financial, Consultative & Administrative	P	P
Food & Beverage Services	P*	P
General Business Services	P*	P
General Personal Services	P*	P
Medical and Professional Services	P	P

Key to Interpreting Uses

P - May be considered as a permitted use.

N - Not permitted in the district.

SE- May be considered by Board of Zoning Appeals as Special Exception

* May be considered only when the PUD contains 200 units or more.

Item # 4 Jackson Farms/Dewey Engineering:

A. Suburban Residential Planned Development

The maximum overall density shall be 3.0 dwelling units per acre. The minimum lot size shall be established by the preliminary master plan based on the purposed and characteristics of the PUD and the area in which it is proposed to be located. The minimum yard and open space requirements shall be as follows:

1. Density and Open Space Regulations

Maximum Density	3.0 Units/Acre
-----------------	----------------

The remaining area shall be left as common open space and used for designated purposes as approved by the Planning Commission. The minimum required ratio of dedicated common open space shall be in terms of the maximum density of the planned development. The percentage of the total acreage dedicated to open space shall be as follows:

<u>Maximum Density</u>	<u>Minimum Open Space %</u>
3.0 Units/Acre	15%

2. Yards

Minimum Front Yard	35 ft.
Minimum Side Yard	10 ft.*
Minimum Rear Yard	15 ft.*

H. Limitation on Density

The planning commission and board of mayor and aldermen may, within their discretion, limit the density to a figure lower than the maximum permitted above. This type of limitation shall be exercised only if the character of the adjoining neighborhood is inappropriate for the proposed development or if the development would place an excessive burden on the existing street and utility system.

Item # 4 Jackson Farms/Dewey Engineering:

Provided further that permanent open, landscaped areas meeting the requirements of Article III, Section 3.120, shall be maintained. No buildings or parking areas shall be permitted in any required permanent open space.

G. Off-street Parking, Loading, and Vehicular Access

1. Off-street parking and loading space shall be provided in accordance with the provisions for off-street parking contained in Article IV. Parking lot landscaping shall be provided in accordance with the landscaping provisions of Chapter IV, Section 4.010 and 4.020.

2. Vehicular Access Locations

Vehicular access locations shall be provided so that vehicles entering or departing a commercial planned unit development site shall do so only at such locations. Elsewhere along the property lines of said commercial planned unit developments site a physical separation between the said site and public rights-of-way shall be provided. A vehicular access location shall consist of such entrance and exit driveway openings so designed and located so as to minimize hazardous vehicular turning movements and traffic congestion. Such design and location shall be subject to the approval of the City Engineer working in conjunction with the Planning Commission.

- a. No vehicular access location serving a commercial planned unit development site shall be:
 - (1) Within twenty-five (25) feet of the intersection of street right-of-way lines, bounding, in part, the same commercial planned unit development site, and
 - (2) Within one hundred (150) feet of any interchange ramp. Such distance shall be measured from a point where the center line of the ramp intersects with the edge of the pavement of the travel way of the intersecting street.

H. Permitted Signs

Signs may be permitted in accordance with the provisions of the White House Zoning Ordinance. Sign locations and character shall be approved as a part of the final master plan.

Item # 4 Jackson Farms/Dewey Engineering:

I. Other Regulations

1. If an area is reclassified to any Commercial PUD and such area contains existing houses, then such house may not be converted into use as an office or commercial building, the intent being to encourage new construction and the aggregation of small parcels into a larger tracts.

5.056.7 Design and Development Standards

A. Development Standards

1. Perimeter Requirements

Along the perimeter of the Planned Development, buildings shall be designed to harmonize in scale, setbacks, and mass with existing adjacent areas. A minimum setback of twenty-five (25) feet shall be required around the perimeter of all residential planned developments. Perimeter landscaping shall also be required. Type and density of trees and landscaping to be determined by Planning Commission with emphasis on maintaining existing trees when possible.

2. Landscaping Requirements

Every PUD shall be attractively landscaped. The site perimeter and parking lot (if applicable), landscaping requirements of Article III shall apply and be included in the dedicated open space. All transitional buffers within single-family developments shall be in dedicated open space or within a Buffer Easement that will be maintained by the homeowners Association. All developments are required to have street trees along the right-of-way in the area reserved for them.

3. Parking and Storage

On-street parking is a permitted design feature, except along arterial streets unless a section of an arterial street is within a commercial town center development. All parking lots and storage areas shall be enclosed or concealed by berms, buffers or through building design4. Signs

The sign provisions contained in Article IV, Section 4.080 shall apply. Entry sign locations and designs shall be shown on or as a separate element of the final master plan and be consistent with the character of the development. Any sign located within a dedicated public right-of-way shall be perpetually maintained by the Homeowners

5. Building Design

Item # 4**Jackson Farms/Dewey Engineering:**

- a. Architectural design shall be regulated, governed and enforced as architectural design standards by an association of property owners in order to ensure compatibility of building types and to relate new buildings to the building designs of the region. These standards shall be contained in private covenants, declarations, or restrictions, of the property owners' association and shall be approved in concept by the Planning Commission at the time of approval of the Master Plan. Changes in architectural design standards may occur from time to time thereafter if approved by the planning commission and the property owners association.
- b. Architectural design standards shall specify the Materials and configurations permitted for walls, roofs, openings, street furniture and other elements. Architectural standards should encourage the following: architectural compatibility among structures in the development, human scale design.
- c. All walls including front, side, and rear walls for one and two-family dwellings shall be one hundred (100%) brick, stone, and hardiboard type material. Multi-family buildings and commercial buildings shall meet requirements of Commercial Design Standards.

6. Street Design

- a. A street hierarchy should be established on the Master Plan shall specify standards for minimum pavement width, required right-of-way, presence of curbs, on-street parking, street trees, street furniture and sidewalks. Residential collector street shall have limited access or have alternative/innovative methods of access incorporated into the plan. No individual driveway will be permitted within 100 feet of an entrance to the development.
- b. The network of streets, alleys and pedestrian ways shall be designed to connect with other streets in the development and to existing or proposed thoroughfares outside the development. Cul-de-sacs are not permitted except where natural features such topography or water bodies prohibit connection. Where it is likely that a street may be extended in the future a stub street may be required.
- c. Streets shall be designed for pedestrian safety by having the street width, pattern and pattern to reduce speed and encourage pedestrian safety. To accomplish this street may vary from the Subdivision Regulations

or provisions of this ordinance to control traffic and add aesthetics to the development.

i. Reserved.

- c. Sidewalks or pedestrian paths installed per the City's Subdivision Regulation's shall be provided on both sides of the all streets.

Item # 4

Jackson Farms/Dewey Engineering:

- d. Streets shall be designed and sealed by a Tennessee Registered Engineer. **(Added by Ord. 17-21, 06-29-17)**

7. Street Improvements

Within any residential PUD, streets may be public or private provided that streets in a low density PUD shall be public. If the developer requests that the streets be dedicated to the public, specifications and procedures of the subdivision regulations shall apply. Streets may be privately constructed and maintained either by the landowner/developer or deeded to the homeowners association and subject to the following standards.

- a. All streets shall be designed to comply with the construction standards established in the White House Subdivision Regulations.

8. Utilities

The development shall be serviced with public sanitary sewerage systems. The water systems shall be capable of providing needed fire flows for the development as well as domestic water supply. All buildings will provide water flows capable of sprinkling all buildings within the development.

All Planned Developments are required to have all electric power; telephone service and cable televisions located underground.

All Planned Development utilities shall be designed and sealed by a Tennessee Registered Engineer. **(Added by Ord. 17-21, 06-29-17)**

9. Waste Disposal

If any central waste disposal containers are provided, they shall be completely enclosed and screened from view.

- e. The appearance and character of the site shall be preserved and enhanced by retaining and protecting existing trees and other site features; and additional new plant material shall be added for privacy, shade,

beauty of buildings and grounds and the screen out objectionable features. The planting plan shall be submitted with the site development plan.

Existing trees, shrubs, evergreens and ground cover shall be retained to the extent that they enhance the project, are effective as a screen planting or are useful in protecting slopes.

- f. Adequate recreation facilities for the residents of the project shall be provided in locations easily accessible to the living units and where they do not impair the view and privacy of living units.

Item # 4

Jackson Farms/Dewey Engineering:

Attractive outdoor sitting areas shall be provided, appropriate in size, type and number to the needs of the residents.

Well-equipped playgrounds of adequate size and number shall be provided, where it is anticipated that children will occupy the premises.

- g. Access and circulation shall adequately provide for fire fighting equipment, service deliveries, and furniture moving vans and refuse collection.
- h. Off-street parking may be grouped in bays, either adjacent to streets or in the interior of blocks. Such parking areas shall generally be located in close proximity to the dwelling units they are designed to serve. At least one (1) parking space per dwelling unit shall be located so as to provide a maximum walking distance of two hundred (200) feet from the nearest entrance of the dwelling unit the space is to serve. Where appropriate, common driveways, parking areas, walks and steps shall be provided, maintained and lighted for night use. Parking shall comply with Article IV, Section 4.010(b). Screening of parking and service areas shall be in accordance with the landscape requirements of Article III, Section 3.120. Within each development a minimum of one visitor parking space shall be provided for each five (5) dwelling units. Visitor parking can be provided by designated areas or with on street parking.

11. Development Standards for Attached Dwellings

- a. The minimum lot required for any individual attached dwelling shall be as required to meet other provisions of these regulations. Individual attached dwellings may exceed the maximum lot coverage provisions

established for the area in which such site is located. However, in no instance shall the aggregate site coverage of all dwellings, attached or otherwise, exceed the coverage provisions established for the PUD district in which such site is located.

- b. Minimum width for the portion of the lot on which the town house is to be constructed shall be twenty-two (22) feet.
- c. Not more than six (8) contiguous town houses shall be built in a row with the same or approximately the same front line, and not more than twelve (12) town houses shall be contiguous.
- d. The spacing of buildings containing attached dwellings shall be as required by Article IV, Section 4.070, and standards in zoning ordinance.

e. Yards

Item # 4

Jackson Farms/Dewey Engineering:

- (1) For units located along the periphery of a site containing attached dwellings. The yard provisions established for the district within which the attached dwelling is located shall apply along the periphery of any site on which attached dwellings may be located.
- (2) For units located entirely within a site. No side or rear yard as such is required in connection with any attached dwelling located entirely within a site containing attached dwellings but each such unit shall on its own lot have one yard containing not less than seven hundred fifty (750) square feet. This yard shall be reasonably secluded from view from streets or from neighboring property and shall not be used for off-street parking or for any accessory building.
- (3) The minimum front yard shall in all cases be no less than twenty-five (25) feet.
- f. No attached dwelling shall exceed two (2) stories in height.
- g. No development shall be approved which contains less than ten (10) dwelling units.
- h. Parking shall be provided as required in Article IV, Section 4.020. However, attached dwellings may be constructed with parking space required in bays either adjacent to the streets or in the interior accessed by

alleys. Where appropriate, common driveways, parking areas, walks and steps shall be provided, maintained and lighted for night use. Screening of parking and service areas shall be encouraged through ample use of trees, shrubs, hedges, and screening walls. Within each development a minimum of one visitor parking space shall be provided for each five (5) dwelling units. Visitor parking can be provided by designated areas or with on street parking.

- i. Each dwelling unit shall be provided with reasonable visual and acoustical privacy. Fences, walks, and landscaping shall be provided for the protection and aesthetic enhancement of the development and privacy of the occupants, screening of objectionable views or uses and the reduction of noise.
- j. Street sidewalks and on-site walks shall be provided for convenient and safe access to all living units from streets, driveways, parking courts or garages and for convenient circulation and access to all facilities.

Item # 4

Jackson Farms/Dewey Engineering:

12. Quality Use and Improvement of Common Open Space

Common open space must be for amenity or recreational purposes. No open area may be accepted as common open space under the provisions of this section unless the location, shape, size and character of the common open space is appropriate to the scale and character of the development considering its size, density, expected population, topography, and the number and type of dwellings to be provided. Open space can consist of either improved or unimproved land.

Common open space must be suitably improved for its intended use, but common open space containing natural features worthy of preservation, steep slopes, or floodplains may be left unimproved. In this regard, the planning commission may permit only fifty (50) percent of stream areas, bodies of water and slopes in excess of twenty (20) percent to be counted as required open space. Any buildings, structures, and improvements, which are permitted in the common open space, must be appropriate to the uses, which are authorized for the common open space having regard to its topography and unimproved condition.

No common open space may be put to any use not specified in the approved site master plan, unless such plan has been amended and approved by the Planning Commission. However, no change authorized may be considered as a

waiver of any of the covenants limiting the use of common open space areas, and all rights to enforce these covenants against any use permitted are expressly reserved.

If the master plan provides for buildings, structures, and improvements a recreation plan must be prepared, if the common open space improvements have a value in excess of ten thousand dollars (\$10,000), the developer must provide a bond or other adequate assurance that the buildings, structures, and improvements will be completed. The planning commission shall release the bond or other assurance when the buildings, structures, or improvements have been completed according to the development plan. Any development aimed at a certain demographic shall supply this information when developing the plan.

The minimum open space for an entire development shall total not less than one (1) acre. No open space area, other than area reserved for a trail system, shall have dimensions less than fifty (50) feet; areas reserved for trail systems shall have a width of twenty-five (25) feet.

13. Customary Accessory Buildings

Customary accessory buildings, including private garages and non-commercial workshops meeting the requirements of Section 3.100 Accessory Use Regulations.

Item # 4 Jackson Farms/Dewey Engineering:

B. Design Standards

All Final Master Plans shall include a Design Plan containing the following:

1. Statement of Intent and Use
2. Street Design and Streetscapes
3. Pedestrian way layout
4. Siting of Buildings
5. Massing, Facades and Roofs and examples of buildings
6. Parking Orientation and Layout
7. Open Spaces, Landscaping and Buffering
8. Lighting and Utilities
9. Building Materials and percentages

Design Variance

Design variances from the provisions established within this Planned Unit Development Ordinance may be granted by the White House Board of Mayor and Aldermen with review by White House Planning Commission. The design variance shall be included on the master plan reviewed by the Planning Commission and the Board of Mayor and Aldermen. Request for design variances are subject to the following procedures, conditions, and stipulations:

1. No design variance may be granted from any provisions unless the applicant presents specific and detailed information as to the nature of the relief being requested and the alternative means proposed whereby the original intent of the particular provision will be accomplished.
2. Any design variance from any provision of these regulations shall be noted in the minutes of the meeting and shown on the master development plan where such action is taken along with detailed findings that such variance:
 - a. Is necessitated by conditions unique to the site in question.
 - b. Provides equal or greater protection of the public interest that the original requirement or standard from which variance is requested.
 - c. Meets or exceeds the intent of the original provisions contained within these regulations.

ORDINANCE 21-12

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE CITY OF WHITE HOUSE MUNICIPAL CODE, TITLE 14, CHAPTER 1, MUNICIPAL PLANNING COMMISSION, SECTION 14-103, ADDITIONAL POWERS

WHEREAS, the Tennessee State Planning Commission, in accordance with Tenn. Code Ann. § 13-202 (now § 13-3-102), has designated the White House Municipal Planning Commission as the White House Regional Planning Commission for its future planning and for the purposes of controlling the zoning and subdivision of certain territory outside said City; and

WHEREAS, the Tennessee Department of Economic and Community Development now serves the role of the State Planning Commission, per Tenn. Code Ann. § 13-3-101(a); and

WHEREAS, in accordance with Tenn. Code Ann. § 13-3-102, the acceptance of a designation of a municipal planning commission as a regional planning commission is not obligatory, but is subject to the consent of the designated municipal planning commission; and

WHEREAS, Sumner County created and established a county planning commission, a county zoning resolution, county subdivision regulations, and a professional engineering and planning staff and, therefore, demonstrated the means of conserving or controlling the physical development of the territory located outside of the corporate limits of the City of White House, which territory is located in Sumner County, Tennessee; and

WHEREAS, Robertson County created and established a county planning commission, a county zoning resolution, county subdivision regulations, and a professional engineering and planning staff and, therefore, demonstrated the means of conserving or controlling the physical development of the territory located outside of the corporate limits of the City of White House, which territory is located in Robertson County, Tennessee; and

WHEREAS, deactivating the regional planning authority is deemed desirable for the operation of planning and zoning administration of the City of White House and the immediate surrounding area, and

WHEREAS, the White House Regional Planning Commission recommended deactivating its role and authority as a regional planning commission and dissolution of the White House Planning Region with the intention of the City to establish a Municipal Planning Commission per Tenn. Code Ann. § 13-4-101 et. seq.; and

WHEREAS, the White House Zoning Ordinance, the White House Subdivision Regulations and other regulations adopted and approved by the White House Regional Planning Commission shall remain applicable and the policy for development within the municipal boundaries until such time that these are amended to reflect the jurisdiction of the White House Municipal Planning Commission.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen, pursuant to Tenn. Code Ann. § 13-4-101 et seq. and based on approval of a resolution by the Local Government Planning Advisory Committee of the Tennessee Department of Economic and Community Development to deactivate the White House Regional Planning Commission to dissolve the White House Planning Region, that the following section of the White House Municipal Code is hereby amended as follows:

Section 1. Title 14, Zoning and Land Use Control, Chapter 1, Municipal Planning Commission

Section 14-103. Additional powers. is amended by the following:

~~Having been designated as a regional planning commission, The~~ municipal planning commission shall have the additional powers granted by, ~~and shall otherwise be governed by the provisions of the state law relating to regional municipal planning commissions.~~

Section 2. Application of the Zoning Ordinance and other advisory roles

Upon adoption of this ordinance the duties and responsibilities assigned to the White House Regional Planning Commission described in the White House Zoning Ordinance, White House Subdivision Regulations, and other advisory roles is hereby assigned to the White House Municipal Planning Commission.

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

First Reading: June 17, 2021

Second Reading: July 15, 2021

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

PURCHASING....

TO: Board of Mayor and Alderman

FROM: Elizabeth Kozlowski

DATE: June 3, 2021

SUBJECT: The Library Corporation (TLC) 5 year contract

The White House Library Director is recommending entering in to a 5-year long contract with The Library Corporation (TLC) in conjunction with the Stokes Brown Public Library. The White House Library has a long-standing relationship with TLC and are pleased with the services provided. Their circulation system is compatible with the RFID tag system and equipment that was installed in the new library.

The White House Library currently uses TLC for their circulation system. However, this new contract is for the library's data to be hosted on the cloud. This will allow for better security and access to our data.



Library • Solution Integrated Library System Hosted Contract for White House Public Library and Stokes Brown Public Library

THIS AGREEMENT (hereinafter referred to as "Agreement") is made between The Library Corporation, Inc., a corporation organized under the laws of the State of Maryland, with its principal place of business at Research Park, Inwood, West Virginia, party of the first part (hereinafter referred to as "The Library Corporation" or "TLC"), and White House Public Library and Stokes Brown Public Library, party of the second part (hereinafter referred to as "Library" or "Licensee"). All information contained within this agreement between TLC and White House Public Library and Stokes Brown Public Library, is considered proprietary and confidential.

WITNESSETH:

WHEREAS, The Library Corporation has developed a computerized System (hereinafter referred to as "Library • **Solution**") consisting of Hardware and Software for Authority Control, Cataloging/Database Management, Public Access Catalog, Circulation, Acquisitions, Serials Control, OPAC, and Z39.50 server, and provides "Hosting Services" to libraries, and the Library is desirous of having TLC provide Library • **Solution** as a "Hosted Solution;"

NOW, THEREFORE the parties mutually agree as follows:

1 Definitions:

1.1 "Hardware" is defined as all Hardware and products including, but not limited to, the (a)

computer, disk drives, tape drive(s), and interface, (b) monitor(s) and terminals, (c) barcode scanner(s), (d) printers, (e) wiring and communication devices and (f) supplies for such Hardware.

1.2 "Licensed Software" and "Modules" are defined as Library • **Solution** computer programs, including, but not limited to, (a) the integrated Library Systems in the Dataserver, (b) the PC-based Modules provided by The Library Corporation that are resident in the PC workstation(s), and (c) the operational programs stored in the Dataserver. The Licensed Software is listed in Schedule E and includes all corrections, modifications and enhancements thereof, as well as all applicable Oracle licenses and Licensed Software.

1.3 "Hosted System" and "Hosted Solution" are defined as the provision of the System by TLC to the Library via Hosting Services.

1.4 "Hosting Services" are the services described in Schedule I by which TLC will install, implement, operate, and maintain the System at a Host Location remote from the Library's premises and deliver access to and use of the System by the Library over data communications lines, including the Internet.

- 1.5 "Host Location" is the location where the Hosted Solution is located, from which Hosting Services are delivered by TLC to the Library.
- 1.6 "Initial Customer Database" is defined as the Library's existing electronic bibliographic, patron, and transaction data.
- 1.7 "Data Conversion" is defined as the migration by The Library Corporation of the Library's Initial Customer Database for use with Library • **Solution**.
- 1.8 "Error" or "Bug" is defined as any function that is performed incorrectly or inconsistently by the Software resulting in incorrect data or failure of the System to provide the correct response.
- 1.9 "Contract" is defined as this document.
- 1.10 The terms "Software" and "Software Materials" and "Licensed Software Materials" in this Agreement shall also mean any machine-readable or printed material not included in the Licensed Software and which is designated by The Library Corporation as available under license to libraries who have licensed the program to which those materials relate, including documentation of the System.
- 1.11 "Documentation" is defined as TLC's current published product descriptions, printed and electronic, for the System, Hardware, Software, Hosted Solution, and Hosting Services.
- 1.12 "Licensed Software Updates" is defined as periodic enhancements and additional functionality added to the Licensed Software.
- 1.13 "Sub-Licensed Software" is defined as all applicable Microsoft, Oracle and Cognos Software provided to the Library by The Library Corporation. The Sub-Licensed Software is subject to such limitations and restrictions as required by the original licensor.
- 1.14 "Sub-Licensed Software Updates" is defined as periodic enhancements and additional functionality added to the Sub-Licensed Software.
- 1.15 The term "Databases" refers to Library of Congress MARC Database and other information formatted for use by the Licensed Software and provided on machine-readable media by The Library Corporation.
- 1.16 The terms "Customer's Database" and "Library's Data" and "Library's Database" are defined as the Library's patron, circulation transaction, and MARC catalog machine-readable data, contained in the System or Hosted Solution.
- 1.17 The "Installation Date" shall be the day on which the Library begins production use of the Hardware, Licensed Software, Hosted Solution, and Hosting Services with the Library's Data fully loaded and available to the Library.
- 2 Statistics. Statistics set forth in Schedule A, *Library Statistics*, include the numbers estimated in July 2019 of titles, number and type of terminals, number of locations, total items circulated annually at each location, and the number of items in the collections at the Library locations where the System is to be used. "Items" are defined as materials circulated by the Library (individual copies of books, records, cassettes, etc.). Since The Library Corporation relies on these Statistics to choose the type of Hardware and to set

parameters of the Software, the Library agrees that its Statistics as shown are reasonably correct.

- 3 Term. This Agreement is effective until it is terminated according to the provisions contained herein. The Library can terminate this Agreement upon ninety (90) days written notification to The Library Corporation of its intention to terminate. Termination of contract by the library before the end of the five year term will result in penalty of the remaining contract amount.
- 3.1 Upon termination by the Library, charges for TLC-assisted or customized extract of item and patron data will be charged at the then current rate.
- 3.2 Termination. The Library Corporation may discontinue any license or terminate this Agreement upon written notice if the Library fails to comply or to contest within thirty (30) days of receipt of such notice, with any of the terms and conditions of this Agreement. In the event the Library becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, or if the Library makes an assignment for the benefit of creditors, then The Library Corporation at its option may immediately terminate this Agreement by notice to the Library to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Library under any bankruptcy, insolvency or reorganization proceedings.
- 3.3 Term of the Hosting Services Agreement. The Hosting Services Agreement, a sample of which is contained in Schedule I, shall be effective until it is terminated according to the provisions contained therein.
- 4 Library Corporation Fees and Deliverables. According to the Statistics in Schedule A, and subject to any special conditions appended in Schedule J, *Additional Considerations*, The Library Corporation will provide deliverables detailed in the following schedules at the fees indicated:
 - Schedule B: Conversion, Processing and Implementation
 - Schedule C: Hosted Solution Costs
 - Schedule D: Peripheral Hardware and Maintenance
 - Schedule E: Software
 - Schedule F: Cataloging Database Subscriptions
 - Schedule G: Installation and Training
 - Schedule H: Payment Schedule
 - Schedule I: Hosting Services
 - Schedule J: Additional Considerations
- 5 Payment. Payments for Hardware, Software, and all other goods and services shall be made in accordance with the terms that are set forth in Schedule H. Fees enumerated in Schedules B through G are summarized in Schedule H.
- 6 Site Preparation. It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule G, *Installation and Training*.

- 7 Licenses. The Library Corporation hereby grants to the Library a perpetual, non-transferable and non-exclusive license to use the Licensed Software.
 - 7.1 Each License granted under this Agreement authorizes the Library to: (a) use the Licensed Software, in object code form only, at the location specified herein and on the designated number of display units at the location and a number of remote locations authorized in Schedule A, or as provided by Schedule E, (b) utilize the Licensed Software Materials in printed form and the Database in machine-readable form in support of the use of the System.
 - 7.2 No title to or ownership of the Software is transferred to the Library, and it remains the proprietary property of The Library Corporation.
 - 7.3 The Library shall not allow the Software or any portion thereof to be reverse-compiled or disassembled.
 - 7.4 The Library Corporation may terminate all proprietary licenses granted hereunder and require return of the Software if the Library fails to comply with these terms and conditions. The Library Corporation shall have the right to enforce these terms and conditions against the Library.
 - 7.5 If the Licensed Software is to be used at other than the designated location(s) as specified by Schedule A, additional licenses may be required for each additional location as addressed in Schedule E, *Software*. If the Library cannot perform its data processing at the Host Location because of network conditions beyond the Library's control, the affected licenses will be temporarily extended to permit the Library to use the licensed program material at another location.
 - 7.6 The Library must notify The Library Corporation of the Library's intention to change the designation of the location at which Licensed Software is to be used.
 - 7.7 The Library Corporation hereby grants to the Library a perpetual, non-transferable and non-exclusive license to use the Sub-Licensed Software. The Sub-Licensed Software is governed by the licensing terms and conditions of the owners of those Software products, as identified in Section 1.13 of this Agreement.
- 8 The Library shall:
 - 8.1 Pay all costs associated with data lines.
 - 8.2 Pay shipping charges for all Peripheral Hardware purchased from The Library Corporation as defined in Schedule D.
 - 8.3 Pay all fees to previous vendor for export & delivery of Initial Customer's Database.
- 9 Privacy of Data. The Library Corporation agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested services to the Library and agrees not to transmit the Library's Data to any third party, except as requested by the Library.

All bibliographic, item, fine, patron, and other records entered into the Library's Database on the Library's System or supplied to The Library Corporation by the Library are and shall remain the sole property of the Library. The Library Corporation shall not, without the Library's written consent, copy or use such records except to carry out contracted work, and shall not, without the Library's consent, transfer such records to any other party not involved in the performance of this Agreement, and shall return submitted records to the Library upon completion of the work hereunder.

The Library shall have the right, without the consent of The Library Corporation to extract such data in industry-standard formats, using The Library Corporation's Software and at no cost to the Library. The Library acknowledges that the methods of storage, compilation, format, and layout constitute proprietary and trade secret information of The Library Corporation and are protected by federal copyright law. The Library Corporation agrees to assist the Library within thirty (30) days of such request, in making such extracts.

- 10 Protection and Security. All Licensed Software Materials, including, but not limited to Documentation, contain proprietary information, use of which is limited by the licenses granted in this Agreement. The Library will not disclose or otherwise make available any Software Materials in any form to any third party except to the Library's employees, or to agents directly concerned with licensed use of the program.
- 11 Warranty
 - 11.1 The Library Corporation warrants that The Library Corporation has the right to license the Software listed in Schedule E, *Software*, and to grant sub-license to the Sub-Licensed Software as defined in Section 1.13. The Licensed Software will perform the functions set out in the Documentation. Thereafter The Library Corporation will provide program service and maintenance as described in Schedule H, Part 2, *Software Support*.
 - 11.2 The Library Corporation does not warrant that the operation of the Licensed Software will be uninterrupted or Error-free or that all program defects will be corrected.
 - 11.3 The Library Corporation agrees, however, to make its best efforts to correct all reproducible material Errors in programming and discrepancies between the Documentation and the actual Software performance. The Library Corporation further agrees to make its best efforts to correct any Hardware or Software problems that result in total System "downtime".
 - 11.4 The Library Corporation warrants that the Library shall acquire good and clear title to the Hardware purchased hereunder, free and clear of all liens, claims, or encumbrances from a third party. Title to the Hardware purchased from The Library Corporation by the Library shall pass from The Library Corporation to the Library upon payment of the final balance due, as outlined under Schedule H, *Payment Schedule*.
 - 11.5 Hardware purchased under this Agreement will be newly manufactured.
 - 11.6 The above warranties will apply as long as the Library has maintained Hardware Maintenance as provided by Schedule D and Software Support as provided by Schedule E or during the time of Hosted Services.

12 Software Support and Maintenance.

12.1 Telephone support and Licensed Software Updates will be provided as part of the annual Software support service fee, as provided for in Schedule H of this Agreement. The initial cost of the Software includes first-year Software support. Payment of the annual Software support fee entitles the Licensee to continued use of the Software.

12.2 Licensed Software Updates will be made upon release.

12.2.1 The Library Corporation agrees to notify the Library at least 12 months prior to the release of a mandatory Licensed Software Update that would require a Hardware enhancement.

12.3 The Library Corporation reserves the right not to release Licensed Software Updates to the Software during the term of this Agreement. Failure to release Licensed Software Updates to the Software does not constitute default on the part of The Library Corporation because of the continuation of the right to use telephone support and other support-related services.

12.4 After a period of five years from the date of execution of this Agreement, The Library Corporation can discontinue Software support upon two years written notification to the Library and the warranties provided by Section 12.1 of this Agreement shall remain in effect.

12.5 The Library Corporation shall not be responsible for correcting any adverse effects on performance or operation as a result of the Library's use of (a) third-party Hardware or Software, and/or (b) Databases and networks external to the Library • **Solution** System, in conjunction with the Library **Solution** System. When resources are available, The Library Corporation may provide consultation services or assistance relating to the Library's use of such third-party Hardware and Software, external Databases and networks, and The Library Corporation reserves the right to charge, at the then-published rate, for such services and assistance.

13 The Library's Election of Hosting Services

The Library has elected to receive Hosting Services for operation and delivery of the System to be provided as a Hosted Solution according to the provisions of the Hosting Services Agreement that is to be separately executed by the parties in addition to this Agreement.

13.1 Acceptance and Payment

The Hosting Services Agreement contained in Schedule I of this Agreement defines procedures for Acceptance of the Hosted Solution and Hosting Services that is a prerequisite for full payment of the amounts due under this Agreement as specified by Schedule H.

14 Special considerations

(A) TLC acknowledges that the library's financial commitment in purchasing and

maintaining the system is substantial and that the library enters into the contract expecting vendor will remain in business in the foreseeable future to service and maintain the system and fulfill TLC's obligations. Accordingly, TLC represents and warrants that it:

1. Has not received any notice or claim from any other party that any portion of the system is being used contrary to or in violation of another party's patent, copyright, trademark, trade secret, license, or other intellectual property interest;
2. Is not now negotiating for the sale or transfer of its business or assets to another entity or company;
3. Has no knowledge or information that, in the foreseeable future, its ability to fulfill its obligations and commitments to the library will be hindered or jeopardized.

15 Patent and Copyright.

- 15.1 The Library Corporation will defend the Library against any claim that Licensed Software or Software Materials or Sub-Licensed Software or Hardware furnished and used within the scope of the licenses and Sub-Licenses and titles to Hardware granted herein infringe a U.S. patent or copyright and The Library Corporation will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the Library promptly notifies The Library Corporation in writing of the claim, and (b) The Library Corporation has sole control of the defense and all related settlement negotiations.
- 15.2 If such claim has occurred, or in The Library Corporation's opinion is likely to occur, the Library agrees to permit The Library Corporation at its option at no additional expense to the Library either to procure for the Library the right to continue using the Licensed Software or Sub-Licensed Software or Hardware or to replace or modify the same so that they become non-infringing.
- 15.3 The Library Corporation shall have no obligation to defend the Library or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered release of the Licensed Software if such infringement would have been avoided by the use of a current unaltered release of the Licensed Software, or (2) the combination, operation or use of any Licensed Software or data with non-Library Corporation programs or data if such infringement would have been avoided by the combination, operation or use of the Licensed Software with other Library Corporation-approved programs or data.
- 15.4 The foregoing states the entire obligation of The Library Corporation with respect to infringement of patents or copyrights.

- 16 Limitation of Remedies. The Library's right to recover damages to property caused by The Library Corporation's fault or negligence shall be limited to one million dollars (\$1,000,000.00), except for a patent or copyright violation as contained in paragraph 15, Patent and Copyright. The Library Corporation shall not be liable in any event for any damages resulting from the Library's use of products, even if advised of the possibility of such damage. This limitation of liability shall apply regardless of the form of action,

whether in contract or tort, including negligence. This Agreement shall be subject to the provisions of the Uniform Commercial Code, with all Hardware and Software to be defined as "Goods".

- 16.1 In no event will The Library Corporation be liable for any damage caused by the Library's failure to perform its responsibilities or for any lost profits or other consequential, special, or indirect damages, even if The Library Corporation has been advised of the possibility of such damages.
17. Waiver of rights. The waiver or failure of The Library Corporation to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
18. Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
19. Headings. The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.
20. Governing Law. This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of Tennessee. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of Maryland.
21. Saving Clause. All quotations and Agreements are contingent upon accidents, fires, availability of materials, and all other causes beyond the control of either party. Typographical and stenographic errors are subject to correction. Terms inconsistent with those stated herein, which might appear on the Library's formal order or Request for Proposal, will not be binding on The Library Corporation.
22. Assignments. The Library and The Library Corporation agree that no sublicensing, nor assignment of its rights or interest, nor delegation of its duties under this Agreement shall be made or become effective without the prior written consent of The Library Corporation or the Library. Any attempted sublicensing, assignment or delegation by either party without prior written consent of the other party shall be wholly void and ineffective for all purposes.
23. Taxes not included. The charges shown on this Agreement do not reflect applicable federal, state, and local taxes which may be added to the amounts shown at the time of invoicing.
24. Whole Agreement. This Agreement, including Schedules A through L and the documents listed below and referenced attachments which are defined in aggregate as the Contract Documents, constitute the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Latter Agreements supersede former Agreements. Neither party shall be bound by any warranty, statement, nor representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions.

25. Amendments. Amendments and modifications to all, or any part, of the Agreement and to the Schedules A through L and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement on the dates set forth below.

ACCEPTED FOR THE LIBRARY

By _____

Title _____

Date _____

ACCEPTED FOR
THE LIBRARY CORPORATION

By Don West

Title Director of Operations TLC Denver & CARL•X

Date June 02, 2021

CONFIDENTIAL

Schedule A

Library Statistics

Estimated Number of patrons:	N/A
Estimated Number of Titles:	56,362
Estimated Number of Circulations:	268,844
Number of Library Sites:	2
Number of Staff Licenses*:	N/A
Total Number of PAC stations:	Unlimited

* "Staff License" refers to a unique account that will access the TLC software. Any physical station may allow any licensed user to access the software – users are portable.

Schedule B

Conversion, Processing and Implementation*

1. Data Preparation

Number of Bibliographic Records: 56,362 (est.)

Data Preparation and Clean-up

- **Data Clean-up and Normalization**
- **Authority Control Processing**
- **Global Updating of Headings**
- **RDAExpress retroactive conversion of your existing MARC records to the new RDA cataloging standard.**
- **Migration of Library Data to Library Solution**

2. Project Implementation Services

- **Project Management**
 - i. **Project Initiation – Outline Milestones & Deliverables**
 - ii. **Coordination with 3rd party vendors**
 - iii. **Operation Review – Rules configuration, collection review & workflow analysis**
 - iv. **System “Look and Feel” collaboration with staff**
 - v. **Iterative management process to keep library updated on project progress**
- **Enable ongoing access to national authority files**
- **Customized PAC appearance**
- **Library Policy and Rules Configuration setup**
- **User provisioning and access models defined**
- **Migration Review upon “Go-live”**

**Total Conversion & Implementation
cost: N/A**

Schedule C

Hosted Solution Costs

<u>Service</u>	<u>1st year</u>	<u>Ongoing annual support years 2+ (ea.)</u>
1. Hosted (TLC Cloud)	\$5,699	\$5,699

CONFIDENTIAL

Schedule D

Peripheral Hardware and Maintenance

1.	Component	One-Time Cost	Annual Support Costs Years 2+
1.1	<i>Not Applicable</i>		
1.2			
1.3			
1.4			
1.5			
1.6			
1.7			
1.8			
1.9			

CONFIDENTIAL

Schedule E**Software**

According to the provisions of this Agreement The Library Corporation grants perpetual, non-transferable and non-exclusive licenses for the following Software and Databases, subject to the terms and conditions of this Agreement for use at the location(s) specified in Schedule A.

1. The Library Corporation, Library • **Solution** Integrated Library System and additional modules:

<u>Quantity</u>	<u>Description</u>	<u>Initial Cost</u>	<u>Annual Support years 2+ (ea.)</u>
1	Library • Solution Core <ul style="list-style-type: none"> • LS2 Staff • LS2 Cataloging • LS2 Reports • LS2 PAC • LS2 Kids PAC • LS2 Inventory • Oracle Database licensing • Ongoing Authority control • Library • Z (Z39.50 server) 	\$2,200	\$2,200
12	Staff workstation licenses*	Included	Included
1	Reports licenses**	Included	Included
1	Multi-lingual PAC option	Included	Included
1	SIP Server (unlimited connections)	Included	Included
1	OPAC Enrichment	\$1,733	\$1,733
1	SIP Version 2	Included	Included
	YouSeeMore	Included	Included
	TOTAL	\$3,933	\$3,933

*The cost to add an L•S Software license will be \$1,000 per user, with an annual support cost of \$200/yr.

**The cost to add a Report licenses will be \$400 per user with an annual support cost of \$100/yr.

Schedule F**Cataloging Database Subscriptions**

1. The Library Corporation will grant perpetual, non-transferable and non-exclusive licenses for the following cataloging database subscription, subject to the terms and conditions of this Agreement for use at the location(s) specified in Schedule A.

<u>Quantity</u>	<u>Description</u>	<u>Initial Cost</u>	<u>Annual Support years 2+ (ea.)</u>
1	ITS - MARC® core dataset	Included	\$995
TOTAL		Included	\$995

Schedule G

Installation and Training

- 1. Installation
 - 1.1 Onsite set-up for printers and workstations at the library, if necessary.

- 2. Training
 - 2.1 Three (3) days of onsite, formal training for one TLC trainer to train the library's staff, at a single location to be determined collaboratively by the library and TLC.
 - 2.1.1 One (1) day of onsite assistance immediately following formal training for TLC trainer to answer questions and assist staff as they work with the new system.
 - 2.1.2 If the Library feels more training is needed, additional days can be purchased at 1,500/day for on-site training or \$750/day for remote training.

Note: All of TLC's own related training expenses are included.

Total for Installation and Training:	N/A
---	------------

Schedule H Part 1**Payment Schedule**

1. Summary of charges:

	Year One (1) Total Cost	Annual Cost Per Year 2+ (ea)
Conversion, Processing and Implementation Services (Schedule B)	N/A	n/a
Hosted Solution Costs (Schedule C)	\$5,699	\$5,699
Peripheral Hardware (Schedule D)	N/A	N/A
Shipping (Schedule D)	N/A	N/A
Software Subscription(s) (Schedule E)	\$3,933	\$3,933
Cataloging Database Subscription (Schedule F)	Included	\$995
Installation and Training (Schedule G)	N/A	N/A
TOTAL	\$9,632	\$10,627

Payment Schedule: 25% down at contract signing
Remainder due net 30 days from date of invoice (installation).

1.1 Alternate description of charges

Description	Year 1 Total	Ongoing costs (yrs 2-5 ea.)
ILS core software charge	\$2,200	\$2,200
Add-on software and subscriptions	\$1,733	\$2,728
Hosted Solution charges	\$5,699	\$5,699
Conversion and Training	N/A	N/A
TOTALS	\$9,632	\$10,627

Payment Schedule: Annual License will be invoiced 90 days prior to annual anniversary of Installation Date and will be due prior to Installation Date Anniversary.

Schedule H Part 2

Software Support Years One (1) through Five (5)

Annual Licensed Software Support Cost (included in Software Subscription)

1. Annual Licensed Software Support includes telephone diagnostic service available during normal company business hours (6:30 a.m. – 9:00 P.M. EST Monday - Friday) additionally with emergency referrals from The Library Corporation's Operations Center to on-call personnel, 24 hours per day, and 7 days per week. All Library **Solution** customers have access to The Library Corporation's toll-free (800) telephone line.
2. Software support covers trouble-shooting of any Software-related problem and provision of updates to the latest version of the System Software.

First- year software support is included in Software costs.

4. Software support fees include:
 - Library **Solution** Core ILS (as outlined in Schedule E)
 - ITS **MARC**®
 - Online Selection & Acquisitions (OSA)
 - SIP Server
 - OPAC Enrichment
 - NCIP API
 - Ongoing Authority Control

SCHEDULE I

Hosting Services Agreement

By execution of this Hosting Services Agreement the parties agree that TLC will provide Hosting Services to the Library by which as described herein TLC will install, implement, operate, and maintain System at a Host Location remote from the Library's premises and deliver access to and use of the System as a Hosted Solution by the Library over data communications lines, including the Internet. TLC's remote hosting is provided by Oracle Cloud.

1. General.

TLC will provide to the Library Hosting Services for operation and delivery of the Hosted Solution over data communication lines substantially in accordance with applicable Documentation and TLC's then-current published product descriptions for the Hosting Services. As part of the Hosting Services, TLC will (a) configure, install, maintain, monitor and operate the System and Software components provided by TLC; (b) provide access to the Hosting Services; and (c) secure and maintain connectivity with third-party telecommunication providers, all as necessary to provide the Hosting Services and the Library's Database via the Internet. Institution is responsible for securing and maintaining its own Internet connectivity to access the System and the Hosting Services.

2. Hosting Services Detail

TLC Hosting was designed to offer our products to libraries who desire a higher level of outsourced server hardware service and support.

Hosted Service & Maintenance includes:

- State of the art hosting facilities with redundant data communication lines and load balancing to ensure the best performance.
- Fully redundant power using redundant PDU's, battery backup and diesel generators
- Multi layered network security.
- Nightly backup
- Comprehensive 24x365 monitoring
- Operating System updating
- Database configuration and updating
- TLC Software updating
- The fastest possible response time for any server-related issues

In the event of an unrecoverable, localized disaster, such as an equipment malfunction, the customer's hosted solution would be restored to a standby server and any lost data would be restored from the nightly backups.

3. Service Level.

TLC will use its best efforts to provide the Hosting Services and to establish, operate, and maintain the Hosted Solution in accordance with this Hosting Services Agreement. TLC's

obligations under this Hosting Services Agreement are subject to materials and services provided by equipment, telecommunications and/or other suppliers and to delays by or actions of Institution or third parties. The Library acknowledges that the Hosting Services may be subject to temporary interruptions due to causes beyond TLC's reasonable control, and such temporary interruptions will not be deemed to be a breach of any obligations under this Hosting Services Agreement.

4. Uptime Commitment

TLC will use its best efforts to ensure that the Hosted Solution is available 99.9% of the time (the "Uptime Commitment"). The Uptime Commitment will be measured as follows:

$$\text{Uptime Commitment} = (T - P - D) / (T - P) * 100\%$$

T = the total number of minutes in the respective month

P = planned outages (which will not exceed four (4) hours per month), telecommunications or power disruptions caused by third parties, any other causes beyond TLC's reasonable control, and excluding other times described herein.

D = the total number of minutes of unplanned downtime in the month.

TLC agrees to notify the Library promptly of any factor, occurrence, or event coming to its attention that may affect TLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption of the Hosting Services.

Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime.

In the event planned emergency maintenance is required, TLC will make best efforts to notify the Library as soon as possible in advance.

5. Hosted Solution Performance and Response Time Warranties, Testing, and Remediation

TLC agrees and warrants that:

- a. The Software, System, Hosting Services, and Hosted Solution will perform substantially in accordance with the Contract Documents and this Hosting Services Agreement, and if the Hosted Solution fails to perform within the response-time performance levels or functions and capabilities described herein, then TLC will make whatever enhancement to the Hosted Solution that is necessary to provide the contracted levels of performance and functionality as specified by this Hosting Services Agreement within a reasonable time frame and at no cost to the Library.
- b. During operation of the Hosted Solution under normal business conditions during hours of operations of Library in which the activities of users are not scripted to create pre-defined transaction mixes for purposes of stress-testing licensed software or the response-time performance or capacity of the licensed software, the Hosted Solution shall perform transactions with average response times of ≤ 2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

- c. On demand during the term of this Hosting Services Agreement, a thirty (30) minute response time test can be conducted by the Library to determine whether the Hosted Solution is meeting response times of ≤ 2.5 seconds at the Library's locations for transactions using one (1) to three (3) workstations connected to the Hosted Solution.
- d. If the Library determines that the Hosted Solution is performing transactions at a Library site with an average response time of > 2.5 seconds, then TLC shall measure performance of transactions at the Host Location and if the average response time of the Hosted Solution is found to be > 2 seconds, then TLC will make whatever enhancement to the Hosted Solution that is necessary to provide average response times of ≤ 2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

6. Acceptance of the System, Hosted Solution, and Hosting Services

- a. TLC agrees that the Library may test the performance of the System, Hosted Solution, and Hosting Services for an Acceptance Test Period of thirty days from the Installation Date and notify TLC of any non-conformance in performance of the Hosted Solution with the functionality and response times as specified in the Contract Documents and this Hosting Services Agreement.
- b. If, during the Acceptance Test Period the Library so notifies TLC of any such non-conformance, TLC shall use its best efforts to resolve each non-conformance, and the Acceptance Test Period will then be re-started, during which Library may begin again testing of the Hosted Solution for thirty days from that time. Such testing will continue until the Library notifies TLC that the Hosted Solution is acceptable or until the Acceptance Test Period has expired without notification by the Library to TLC of a non-conformance.

In the event that any non-conformance cannot be resolved to the Library's satisfaction, TLC and the Library agree to engage in negotiations to establish an understanding and basis for the Library's continued use and acceptance of the System, Hosted Solution, and Hosting Services.

ACCEPTED FOR THE LIBRARY

By _____

Title _____

Date _____

ACCEPTED FOR
THE LIBRARY CORPORATION

By Don West

Title Director of Operations TLC Denver & CARL•X

Date June 02, 2021

SCHEDULE J

Additional Considerations

1. Second-Year Support Costs, is stated in Schedule H-part 2, and schedule F, and includes all Software and Hardware purchased under this agreement.
2. Library **Solution** includes IBM Cognos Business Intelligence Version 10.2.0, or higher which delivers a full library of pre-written reports, lists, and notices to support most reporting needs. Report formats include lists, notice forms, bar charts, pie charts, line graphs, and cross-tabs. Staff can schedule the reports to run during off-hours and the reports can be automatically delivered to specified email recipients.

One User License per site is included. The User License provides the ability to run any reports in the Reports Library. This license also enables staff to set personal preferences, schedule reports, subscribe to a scheduled report, create and manage report folders, and personalize standard reports. Additional licenses are available at additional cost. Note: The Library has agreed to purchase a total of three (3) licenses, so that additional staff may have access to LS2 Reports.

CONFIDENTIAL



City of White House

Parks, Recreation & Cultural Arts

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

Kevin Whittaker
Director

Andrew Woodfin
Assistant Director

Linda Brooks
Office Administrator

Dustin Beck
Park Maintenance Supervisor

MEMORANDUM

Date: June 2nd

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

From: Kevin Whittaker, Director of Parks and Recreation

Re: Soccer Complex Renovation

The bid opening for the Soccer Complex Renovation was May 17th. FTM Contracting was the lone bidder and the base bid came in at \$689,000.00. Additionally, we are seeking to select Alternate #3 as part of this project at a cost of \$140,000.00. That will make the total project cost come to \$829,000.00. Collectively, this project will include adding a new field to the Soccer Complex with LED lighting as well as adding two new poles with LED lighting to half of field 3 and converting the other half of Field 3 lighting to LED lights (this is the alternate #3 that we are selecting). This will give the Soccer Complex 4 fully lit fields with the potential to easily expand that to 5 once the project gets started. The complex currently has 2 fully lit fields. I am recommending approval.

Thank You



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

May 20, 2021

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

Re: WL Anderson Soccer Complex Expansion Project Bid Certification

Dear Mr. Herman,

To the best of my knowledge, the attached Bid Tab is a true and exact tabulation of bids received. CSR has reviewed the bids for responsiveness and responsibility. We recommend awarding to the low bidder, FTM Contracting, in the amount of \$689,000.00 for the base bid. We also support awarding any of the Add Alternate bid items to the contract in the amounts determined amenable to the City and as allowed by this project's approved budget.

Sincerely,

A handwritten signature in black ink, appearing to read "J L Reynolds", with a stylized flourish at the end.

Jason Reynolds, P.E.
CSR Engineering

Attachment: Bid Tab Summary (All Bidders)
Soccer Complex Bid Form (FTM Contracting)



CITY OF WHITE HOUSE

BID# 21-4076PK

WL ANDERSON SOCCER COMPLEX EXPANSION

Bid Opening: May 17, 2021 @ 2:00pm

BIDDER INFORMATION				
Company Name	FTM Contracting			
Address	240 mill Dr Cookeville, TN 38501			
License Number	00037040			
License Expiration	12/31/2022			
License Classification and Limit	BC, CMC, MU, S-D			
IF ALL ITEMS LISTED ABOVE ARE INCLUDED - OPEN BID				
SIGNED BID BOND	✓			
SIGNED BID	✓			
BASE BID TOTAL	\$689,000.00			

Alternates:

item 9 \$105,000.00
item 10 \$100,000.00
item 11 \$140,000.00
item 12 \$144,000.00
item 13 \$125,000.00

BID FORM

Place: City of White House, Tennessee

Date: May 17th, 2021

BID for the City of White House, Tennessee.

TO THE PURCHASING COORDINATOR
CITY OF WHITE HOUSE, TENNESSEE

I/WE Fuel Tank Maintenance Company LLC dba FTM Contracting

Name of Bidder

240 Mill Drive, Cookeville, TN 38501

Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **2021 WL ANDERSON SOCCER COMPLEX EXPANSION PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed/Start Work Order from the Owner and to substantially complete the work within one hundred and twenty (120) days for all phases and full completion within one hundred and fifty (150) calendar days (see TDOT Standard Specifications for details of time requirements). As time is of the essence, bidder also agrees to pay **\$800.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said soccer field expansion installation described in the bid documents and shown on the plans as estimated and itemized below and to be completed within the project duration limits, as follows:

PRIMARY PROJECT BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID PRICE
1	Demolition (includes haul off of all deleterious materials and stockpiling of reusable materials on-site, and relocation of electrical primary service)	L.S.	1	\$ 68,000.00
2	Erosion Protection & Sediment Control	L.S.	1	\$ 10,000.00
3	Rough grading, placement of topsoil, and precision grading of final surface	L.S.	1	\$ 84,000.00
4	Grading and installation of soils and rubberized asphalt on-site, slopes and stormwater ditch facilities	L.S.	1	\$ 158,000.00
5	Sod turf establishment and final playing surface	L.S.	1	\$ 80,000.00
6	Irrigation system	L.S.	1	\$ 19,000.00
7	Primary field lighting system (all foundations, poles, luminaires, conduit, wiring and controls connected and operational)	L.S.	1	\$ 258,000.00
8	Revegetation outside the soccer field (to meet or exceed pre-existing conditions and as further defined in plans and specifications)	L.S.	1	\$ 12,000.00

and for the Project Total of

Six hundred eight nine thousand dollars & 00/100

(\$ 689,000.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADD ALTERNATE BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	BID PRICE
9	Add Alternate Lighting 1	L.S.	1	\$ 105,000.00
10	Add Alternate Lighting 2	L.S.	1	\$ 100,000.00

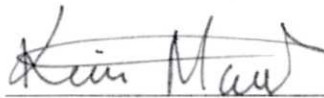
11	Add Alternate Lighting 3	L.S.	1	\$ 140,000.00
12	Add Alternate Lighting 4	L.S.	1	\$ 144,000.00
13	Add Alternate Lighting 5	L.S.	1	\$ 125,000.00

The above itemized and total prices for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name: Kevin Mack

Company: Fuel Tank Maintenance Co., LLC dba FTM Contracting

Title: President

Business Address: 240 Mill Drive

Cookeville, TN 38501

Contractor's License No: 37040

License Expiration Date: 12/31/2021

Telephone Number: 931 528 1137

Email Contact: j.dobbs@ftmcontracting.com

June 9, 2021

MEMORANDUM

To: Board of Mayor and Aldermen
From: Gerald Herman, City Administrator
Re: Contract for Emergency Dispatch

I am requesting authorization to enter into an interlocal agreement with the E-911 Communications District of Robertson County, Robertson County, the City of Springfield, the City of White House, and all other cities within Robertson County. The contract is attached for your review.

Please do not hesitate to contact me if you have any questions at 672-4350, ext. 2105.

LAW OFFICES
RICHERT DILLIHA
PLLC

Clyde W. Richert III
Gary L. Dilliha
Jarod C. Richert

516 South Main Street
Springfield, TN 37172
Telephone 615.384.8774
Facsimile 615.384.6708
www.richertdillihalaw.com

June 2, 2021

VIA US MAIL

Mr. Wayne Evans
City of Adams, Mayor
PO Box 67
Adams, TN 3710

Mr. Lanny Adcock
City of Greenbrier, Mayor
PO Box 466, 202 W. College Street
Greenbrier, TN 37073

Ms. Becca Werner
City of Coopertown, Mayor
2525 Burgess Gower Road
Springfield, TN 37172

Mr. Alfred Brickles
City of Orlinda, Mayor
PO Box 95, 1203 E. Church
Orlinda, TN 37142

Mr. Barry Faulkner
City of Cross Plains, Mayor
7622 Hwy 25 East
Cross Plains, TN 37049

Mr. Clayton Bollinger
City of Ridgetop, Mayor
1730 Hwy 41S
Ridgetop, TN 37152

Billy Vogle
Robertson County Mayor
108 Courthouse
Springfield, TN 37172

Ryan Martin
Springfield City Manager
405 N. Main Street
Springfield, TN 37172

Gerald Herman
White House City Manager
105 College Street
White House, TN 37188

Ms. Rachel Payne
E-911
115 Pinnacle Drive
Springfield, TN 37172

Re: E-911 Emergency District dispatching fees

RE: E-911 Agreement

Dear Mayor and/or City Manager:

Please see enclosed a copy of the proposed new E-911 dispatch agreement for new upcoming fiscal year beginning July 1st. If you find all agreeable, please present this to your governing body at its June meeting such that it can be signed by each participant before July 1st.

This Agreement follow last year's formula except that each entity will pay its true formula amount.

Please advise with any questions or concerns.

Sincerely,



Clyde W. Richert III

CWRIII: cl
attachments

**INTERLOCAL AGREEMENT BETWEEN THE E911 EMERGENCY
COMMUNICATION DISTRICT OF ROBERTSON COUNTY, TENNESSEE, AND
ROBERTSON COUNTY, TENNESSEE, THE CITY OF SPRINGFIELD, TENNESSEE,
THE CITY OF WHITE HOUSE, TENNESSEE, THE CITY OF ADAMS, TENNESSEE,
THE CITY OF RIDGETOP, TENNESSEE, THE CITY OF CROSS PLAINS,
TENNESSEE, THE CITY OF ORLINDA, TENNESSEE, THE TOWN OF
COOPERTOWN, TENNESSEE, AND THE CITY OF GREENBRIER, TENNESSEE.**

This Joint Agreement made and entered into between the E911 Emergency Communications District of Robertson County, Tennessee, a corporate body politic organized pursuant to the provisions of Tennessee Code Ann. 7-86-105 (hereinafter referred to as "**The District**"); Robertson County, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**The County**"); The City of Springfield, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Springfield**"); The City of White House, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**White House**"), the City of Adams, a political subdivision of the State of Tennessee (hereinafter referred to as "**Adams**"), the City of Ridgetop, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Ridgetop**"), the City of Cross Plains, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Cross Plains**"), the City of Orlinda, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Orlinda**"), the Town of Coopertown, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Coopertown**"), and the City of Greenbrier, Tennessee, a political subdivision of the State of Tennessee (hereinafter referred to as "**Greenbrier**"),

WHEREAS, dispatch operations of police, fire and emergency personnel in Robertson County have been studied and discussed for the last several years, and

WHEREAS, currently, the District provides such dispatch services by Interlocal Agreement (the Agreement"), utilizing the District facilities and equipment located at 115 Pinnacle Drive, Springfield, Tennessee; and

WHEREAS, the County, Springfield, White House, Adams, Ridgetop, Cross Plains, Orlinda, Coopertown, and Greenbrier, have currently contracted with the District for Dispatch services and the "Agreement" is subject to annual renewal; and

WHEREAS, the most recent Contract between these parties is effective for a period beginning on July 1, 2020 to June 30, 2021; and

WHEREAS, these parties wish to renew the current dispatch agreement upon the terms as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement is for a one (1) year period, beginning July 1, 2021 and ending June 30, 2022. The terms of future renewals based upon joint agreement of the parties will be on a 12 month fiscal year basis, beginning July 1st of each year.

2. During this term of this Agreement, and any renewal, the District agrees to provide for the dispatching of the respective governmental entity fire services, law enforcement services, emergency medical and other emergency services as provided within the jurisdictions of the participating governmental entities, twenty-four (24) hours a day, seven (7) days a week.

3. Cost allocation as set forth herein shall be based on the CTAS- MTAS, formula, referred to herein as the "formula payment". As compensation for the emergency dispatch services provided for the term of this Agreement, each above named governmental entity will pay by formula the designated amounts to the District as set forth in the attached Exhibit "1".

4. The parties therefore agree that upon joint renewal of this Agreement for the succeeding fiscal years, the parties will use "the same formula" to determine the amount payable by each participant. The budget costs for each upcoming prospective fiscal year shall be established by the District and presented to each entity by April 15th of each year, using the dispatch information available for the 12 months preceding April 1st of that year, to allow each entity to establish that amount in their upcoming fiscal year budget which would take effect July 1st, and to renew this Agreement by action of their respective governing body each year.

5. The dispatch services referenced above shall be provided by the District using its own employees who are subject to being hired, disciplined and terminated by the District and who are compensated as employees of the District out of its annual budget for the fiscal year 2021- 2022 and for each fiscal year thereafter for any annual renewal of this Agreement.

6. Neither the District or any of the contracting entities will withdraw from this Agreement during any contract year without first giving prior 6 months written notice to all other contracting parties.

7. The parties further agree that the purpose of this Interlocal Agreement is to comply with E911 Revenue Standard Number 21 adopted by the Tennessee Emergency Communication Board pursuant to the authority granted by TN. Code Ann. 7-86-306(9) and to comply with the provisions of Tenn. Code. Ann. 12-9-101, et seq., regarding Interlocal Agreements between local governmental units.

These amounts are payable monthly, beginning July 1, 2021, by each entity to the District during the term of this Agreement. Each monthly installment will be billed to the respective entity on the first day of each month with payment due no later than the tenth day.

IN WITNESS WHEREOF, each party has caused this Interlocal Agreement to be executed by an authorized person on the date indicated by his or her name.

ROBERTSON COUNTY, TENNESSEE:

Date: _____

By: _____
WILLIAM A. VOGLE, County Mayor

**THE EMERGENCY COMMUNICATIONS
DISTRICT OF ROBERTSON COUNTY:**

Date: _____

By: _____
BRUCE DEAN, Chairman

CITY OF SPRINGFIELD, TENNESSEE:

Date: _____

By: _____
ANN SCHNEIDER, Mayor

CITY OF WHITE HOUSE, TENNESSEE:

Date: _____

By: _____
MICHAEL ARNOLD, Mayor

CITY OF ADAMS, TENNESSEE:

Date: _____

BY: _____
WAYNE EVANS, Mayor

CITY OF RIDGETOP, TENNESSEE:

Date: _____

By: _____
CLAYTON BOLLINGER, Mayor

CITY OF CROSS PLAINS, TENNESSEE:

Date: _____

By: _____
BARRY FAULKNER, Mayor

CITY OF ORLINDA, TENNESSEE:

Date: _____

By: _____
ALFRED BRICKLES, Mayor

TOWN OF COOPERTOWN, TENNESSEE:

Date: _____

By: _____
BECCA WERNER, Mayor

CITY OF GREENBRIER, TENNESSEE:

Date: _____

By: _____
LANNY ADCOCK, Mayor

2020 CFS Totals (Used for Budget Year 2021-2022)

2

MTAS/CTAS Formula

Department	Total Calls	% of calls	Population	% Population	Total Budget
Adams Fire	87	0.09%	633	0.89%	7,722.11
Coopertown PD	2248	2.33%	4278	5.99%	65,784.06
Cross Plains Fire	200	0.21%			
Cross Plains PD	572	0.59%			
Cross Plains TOTAL		0.80%	1714	2.40%	25,302.59
Greenbrier Fire	557	0.58%			
Greenbrier PD	5044	5.23%			
Greenbrier TOTAL		5.81%	6433	9.01%	117,153.32
Orlinda Fire	148	0.15%	859	1.20%	10,724.33
Ridgetop Fire	261	0.27%	2054	2.88%	24,882.73
Springfield Gas	294	0.30%			
Springfield Fire	2093	2.17%			
Springfield PD	17630	18.27%			
Springfield TOTAL		20.74%	16440	23.04%	345,959.87
White House PD	10800	11.19%			
White House Fire	1436	1.49%			
White House TOTAL		12.68%	11600	16.25%	228,664.78
RC Animal Control	606	0.63%			
RC EMA	274	0.28%			
RC EMS	9908	10.27%			
North Robertson Fire	433	0.45%			
White House Community	411	0.43%			
Pleasant View Fire	737	0.76%			
RC Sheriff	41388	42.89%			
RC Fire Calls Outside City Limits	1369	1.42%			
		57.13%	27358	38.33%	754,454.98
TOTAL	96496	100.00%	71369	100.00%	1,580,648.78

OTHER BUSINESS...

TO: Board of Mayor and Alderman

FROM: Elizabeth Kozlowski

DATE: June 2021

SUBJECT: Public Library Service Agreement

The Tennessee State Library and Archives Public Library Service Agreement outlines the responsibilities that the White House Public Library, the White House Library Board, and the city must fulfil to the state in order to be part of the regional system. In addition, the form outlines the responsibilities that the regional library will provide to the White House Public Library.

There are many benefits for signing this agreement and meeting these requirements, some of which include: State technological support on library equipment, free training on library subjects at the regional libraries, State collection development funding, and State Tech Grants. The White House Public Library relies heavily on these resources from the state to help make the staff and library the best it can be for the public.

The White House Library is currently meeting the responsibilities outlined in the Public Library Service Agreement and will be able to continue to do so in the future. The Library Director recommends that the BMA approve the library chair entering into this agreement due to the many benefits the library receives from the agreement and the ease of completing the required responsibilities.

State of Tennessee



Department of State

Tennessee State Library and Archives
403 Seventh Avenue North
Nashville, Tennessee 37243-0312
(615) 741-7996

PUBLIC LIBRARY SERVICE AGREEMENT

Red River Region

Robertson County

FY2021-2022

Responsibilities of the following Public Library(ies): *Please list libraries below in this box.*

White House Public Library

The Public Library Board of Trustees will:

1. Confirm and provide proof (upon request) that the library has been legally established in accordance with Tennessee Code Annotated 10-3-101.
2. Furnish annual documents for participation in the Tennessee State Library and Archives Regional System, including, but not limited to:
 - The Public Library Maintenance of Effort Agreement
 - The Public Library Service Agreement
 - The Official Public Library Service Area Population Agreement
 - Official Library Board Appointment form
 - The Public Library Statistics Survey (Data Collection)
 - Tennessee Non-Metropolitan Public Library Standards Survey
 - Board of Trustees minutes and other reports made to the County and/or City governing body
 - A Long-range Plan for Library Services and Technology
3. Support the allocation of locally appropriated public funds at a level not less than the amount appropriated in the last fiscal year, as well as the expenditure of locally appropriated funds at a level not less than the total amount expended in the last fiscal year. This is referred to as "Maintenance of Effort" (MOE) in various documents and also applies to library operating hours as detailed in item 5 of this document. (T.C.A. 10-3-102)
4. Ensure compliance with the Public Library Maintenance of Effort agreement and this Public Library Service Agreement.
5. Maintain a schedule of service hours which best meets the needs of the residents and

which will not fall below the level set in the preceding year. (T.C.A. 10-3-102) Note: Unduplicated branch hours are included in the service hours provided system-wide.

6. Follow all local, state and federal laws and regulations, including, but not limited to, display, provision and transmission of the mail-in or online Application for Voter Registration within the library facilities. (See National Voter Registration Act of 1993) Display posters and provide written material, provided by the Tennessee Division of Elections, educating the public regarding election law changes such as photo identification requirements.
7. Provide basic library services free to the inhabitants of the city or county. Extend the privileges and facilities of the library to persons residing outside the County or City upon such terms as it may deem proper. (T.C.A. 10-3-107)
8. Adopt written board bylaws and library usage policies and provide copies to the Regional Library. Bylaws should be reviewed/revised every 3 years and usage policies every other year. (*Tennessee Standards for Public Libraries 2018: Governance 3-8*)
9. Follow Open Meetings Law, including adequate public notices (T.C.A. 8-44-103), minutes properly recorded and distributed (T.C.A. 8-44-104). All meetings, including committee meetings, must be open to the public.
10. Include Regional Director, or regional designee, in all board meetings as a non-voting participant and provide information related to the meetings in a timely manner, including but not limited to library and board official acts.
11. Participate in trustee continuing education and training provided by the Regional Library and the Tennessee State Library and Archives, including but not limited to Trustee Workshops and the Tennessee Trustee Certification Program.
12. Require participation of library staff in and reporting of a minimum number of hours of annual training. Training may include a combination of face-to-face and online training.
 - a. Administrative staff: Library directors and administration will receive a minimum of 25 contact hours of library related training annually, of which at least 20 hours will be regionally or state sponsored.
 - b. Paid staff working 20 hours or more: Staff working 20 hours or more per week will receive a minimum of 10 contact hours of library related training annually, of which at least 5 hours are regionally or state sponsored.
 - c. Paid staff working 19 hours or less per week will receive a minimum of 5 hours of library related training annually, of which at least 2 hours are regionally or state sponsored.
13. Provide complete and correct MARC records compatible with the statewide catalog database (ShareIT), which facilitates the statewide interlibrary loan program.

The following resources, available upon request, will be helpful to public libraries in meeting these responsibilities:

- Tennessee Code Annotated, Title 10
- Tennessee Standards for Public Libraries, 2018

Responsibilities of the State Library and Its Regional Libraries

Subject to availability of resources, the State will:

1. Provide assistance to County and City officials and library board(s) in developing a unified system of public library service for all residents of the county.
2. Provide professional library consultant services to local public library boards and staff, which may include, but not be limited to:
 - Planning and Development
 - Personnel Management
 - Policy Development
 - Recruitment and Hiring of Library Directors
 - Collection Management
 - Grant Preparation Guidance
 - Automation Guidance
 - Facilities Management and Construction Guidance
3. Upon request, furnish technical and technology assistance to local public library boards and staff, which may include, but not be limited to:
 - Materials Acquisitions
 - Original Cataloging
 - Data Collection and Analysis
 - Computer Hardware/Software Problem Resolutions
 - Shared ILS Problem Resolutions
4. Allocate and monitor State funds for a collection of library materials on indefinite loan.
5. Facilitate access to R.E.A.D.S. (Regional eBook and Audiobook Download System) and/or other digital resources provided by the regional library system.
6. Provide an annual summer reading program workshop and selected library participant materials for promotion and implementation.
7. Purchase and maintain a collection of print and online professional materials to support the improvement of library and management skills of local public library boards and staff.
8. Supply statistical information and data pertaining to the operation and use of the library.
9. Offer training specific to public library trustees, including, but not limited to, the annual Tennessee Trustee Workshops and the Tennessee Trustee Certification program.
10. Offer a minimum of 30 contact hours of workshops and training for library boards and staff. Training may include in-services, workshops, roundtables, or online training.

Date

Signature, Chair, White House Public Library Board

Print Name

Date

Bessie Davis, Director of Regional Libraries

References:

Tennessee Code Annotated, Title 10

Tennessee Standards for Public Libraries, 2018

Revised form: 4/27/2020

June 17, 2020

MEMORANDUM

To: Board of Mayor and Aldermen

From: Derek Watson, City Recorder

Re: Board Appointments

Listed below are the board reappointments for FY21. Mayor Arnold has contacted each individual and they have agreed to serve. Mayor Arnold requests that the Board approve his appointments.

Appointments

Construction Board of Appeals

1. Michael Wall – June 2022 – Replaced Ken Carver

Stormwater Advisory Board

1. Andrew Taylor – No Expiration – Replaced Rob Dorris

Reappointments

Beer Board

2. Kellye D. Smith – June 2023
3. Dave Paltzik – June 2023

Board of Zoning and Appeals

1. John D. Wilkinson – June 2024
2. Bob Dorris – June 2024

Leisure Services Board

1. Fran Hutson – June 2024

Library Board

1. Katy Hornbeck – June 2024

Planning Commission

1. Addam McCormick – June 2024

DISCUSSION ITEMS...

OTHER INFORMATION....