



CITY OF WHITE HOUSE
Board of Mayor and Aldermen Meeting

Agenda

February 20, 2020

7:00 p.m.

1. Call to Order by the Mayor
2. Prayer by Community Pastor
3. Pledge by Aldermen
4. Roll Call
5. Adoption of the Agenda
6. Approval of Minutes of the January 16th Board of Mayor and Aldermen meeting
7. Welcome Visitors
8. Proclamation Presentation
9. Public Hearings
 - a. **Ordinance 20-01:** An ordinance amending the Zoning Map from Robertson County C-1 Light Industrial to C-6 Town Center Residential for property located at 301 and 307 Hwy 76 and Elementary Drive Parcel 049.01. *Second Reading*
10. Communication from Mayor, Aldermen, City Attorney, and City Administrator
11. Acknowledge Reports
 - A. General Government
 - B. Finance
 - C. Human Resources
 - D. Police
 - E. Fire
 - F. Public Services
 - G. Planning & Codes
 - H. Parks & Recreation
 - I. Library/Museum
 - J. Municipal Court
12. Consideration of the Following Resolutions:
 - a. **Resolution 20-01:** A resolution to adopting Section 125 Premium Only Plan for the year ending March 31, 2021.
13. Consideration of the Following Ordinances:
 - a. **Ordinance 20-01:** An ordinance amending the Zoning Map from Robertson County C-1 Light Industrial to C-6 Town Center Residential for property located at 301 and 307 Hwy 76 and Elementary Drive Parcel 049.01. *Second Reading*
 - b. **Ordinance 20-02:** An ordinance amending the fiscal budget for the period ending June 30, 2020. *First Reading*

14. Purchasing:

- a. To approve or reject authorizing the City Administrator Gerald Herman, to enter into a memorandum of understanding with the Friends of the White House Library for copier management services. The Library Director recommends approval.

15. Other Business:

- a. To approve or reject Hylant Group's recommendations for Cigna Healthcare for medical, vision, Life/AD&D and long-term disability insurance coverage, Abacus for short-term disability insurance coverage, and Delta Dental for dental insurance coverage for plan year ending March 31, 2021. The Human Resource Director recommends approval.

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

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

1. Call to Order by the Mayor

Meeting was called to order at 7:00 pm.

2. Prayer by Community Pastor

Prayer was led by Pastor Mike Bond of Northridge Church

3. Pledge by Aldermen

The Pledge to the American Flag was led by Mayor Arnold

4. Roll Call

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

5. Adoption of the Agenda

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

6. Approval of Minutes of the December 19th Study Session and Board of Mayor and Aldermen meetings

Motion was made by Ald. Hutson, second by Ald. Decker to approve the minutes. A voice vote was called for with all members voting aye. **October 19th Study Session and BMA Meeting Minutes were approved.**

7. Welcome Visitors

8. Proclamation Presentation

Mayor Arnold the White House High School Color Guard with a proclamation recognizing the team's success on becoming Division II State Champions.

9. Public Hearings

- a. **Ordinance 19-25: An ordinance amending the Municipal Code Title 4, Chapter 2 Personnel System. *Second Reading***

No one spoke for or against.

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

Alderman Decker mentioned he noticed a large number of training hours for each department while reading the monthly reports. Ald. Decker noted that this is great for employees to move up within the City and to be prepared for tasks in the future.

Alderman Bibb stated he was glad that Mayor Arnold made it back safely from his travels during the holidays.

City Administrator Gerald Herman announced that Fire Chief Bryson has decided to take a job in Memphis, and Chief Bryson's last day will be on January 30th. Mr. Herman informed the Board that Assistant Chief Patrick McLaughlin will be assigned as interim Chief at that time. Mr. Herman mentioned that his plan is to evaluate Assistant Chief McLaughlin's performance as interim Chief for a couple of months before making any decisions on filling the Chief position.

City Administrator Gerald Herman stated that the City interviewed three applicants this week for the Public Services Director position. Mr. Herman continued that an offer has been extended to one of the applicants. Mr. Herman noted that an answer should be returned within the next week if the applicant accepts the offer.

City Administrator Gerald Herman mentioned that the City interviewed six applicants for the Assistant Director of Parks and Recreation today. Mr. Herman discussed that there were over 100 applicants for this position. Mr. Herman anticipates that the City will be making an offer to one of the applicants next week.

City Administrator Gerald Herman informed that John T. Hall Construction have started the sewer line replacement at the SR76/I65 intersection. Mr. Herman announced that the contractor hopes to be done in a week or two.

City Administrator Gerald Herman stated that Firestone has had their pre-construction meeting for an out-lot at the Walmart Complex. Mr. Herman continued that Firestone has not pulled their permit to start construction yet.

Mayor Arnold noted that the City will not find another Public Services Director as experienced and qualified like Director Joe Moss. Mayor Arnold expressed that the tentative candidate is very experienced in their field and is confident they can learn the multiple functions in the department quickly.

Mayor Arnold wished Chief Rico Bryson the best of luck in his future employment endeavors.

11. Acknowledge Reports

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

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

12. Consideration of the Following Resolutions:

- a. None

13. Consideration of the Following Ordinances:

- a. **Ordinance 19-25:** An ordinance amending the Municipal Code Title 4, Chapter 2 Personnel System. *Second Reading*

Motion was made by Ald. Bibb, second by Ald. Decker to approve. A roll call vote was requested by Mayor Arnold: Bibb - aye; Ald. Corbitt - aye; Ald. Decker - aye; Ald. Hutson - aye; Mayor Arnold - aye. Motion was approved. **Ordinance 19-25 was approved on Second Reading.**

- b. **Ordinance 20-01:** An ordinance amending the Zoning Map from Robertson County C-1 Light Industrial to C-6 Town Center Residential for property located at 301 and 307 Hwy 76 and Elementary Drive Parcel 049.01. *First Reading*

Motion was made by Ald. Hutson, second by Ald. Bibb to approve. A voice vote was called for with all members voting aye. **Ordinance 20-01 was passed on First Reading.**

14. Purchasing:

- a. To approve or reject authorizing the City Administrator Gerald Herman, to enter into a four (4) year agreement with Regions Financial Corporation for banking services. The Finance Director recommends approval.

Motion was made by Ald. Bibb, second by Ald. Decker to deny. Mayor Arnold called for a voice vote with Ald. Bibb, Ald. Decker, and Mayor Arnold voting aye, Ald. Corbitt voting nay, and Ald. Hutson abstaining. Motion to approve the proposal for banking services and to enter into a four (4) year agreement with Farmers Bank was made by Ald. Bibb, second by Ald. Decker. Mayor Arnold called for a voice vote with Ald. Bibb, Ald. Decker, and Mayor Arnold voting aye, Ald. Corbitt voting nay, and Ald. Hutson abstaining. **Motion to deny Regions Bank and to approve Farmers Bank was passed.**

- b. To approve or reject the purchase of a 2020 Ford Explorer 4WD in the amount \$42,500 from the Statewide Contract #209-64470. The Fire Chief recommends approval.

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

15. Other Business:

- a. None

16. Discussion Items:

- a. None

17. Other Information:

- a. None

18. Adjournment:

Meeting was adjourned at 7:21pm

ATTEST:

Michael Arnold, Mayor

Derek Watson, City Recorder

REPORTS....

Administrative & Legislative Services Department
January 2020

Administration

City Administrator Gerald Herman attended the following meetings this month:

- January 06:
 - Pre-Construction Meeting for SR76 Force Main Relocation
 - SR76 Relocation Pre-Construction Meeting
- January 14: Public Services Director Interviews
- January 15:
 - MPO/GNRC Meeting
 - Economic Development Team Meeting
- January 16:
 - Assistant Parks Director Interviews
 - Senior Living/Memory Care Development
 - 50th Anniversary Celebration Committee
- January 21:
 - Chamber Luncheon
 - Board Position Meeting
 - Development on Tyree Meeting
- January 22:
 - Wellness Program
 - White House Roadway Planning
 - Sumner County Council of Governments
 - Annexation Discussion
 - Park Maintenance Building Discussion
- January 23:
 - Mike Stanton Storage Unit Discussion
 - Road Projects Discussion
 - Ribbon Cutting: The Parks
- January 27: Town Center Water Project Discussion
- January 29:
 - Forward Sumner Annual Meeting
 - Design Development Review Meeting
 - Chief Bryson Farewell
 - Economic Development Meeting
- January 30:
 - Department Head Budget Retreat
 - Robertson County Joint Economic Development Meeting
 - Southern Charm Bakery & Cupcakery Friends and Family Night

**Administrative & Legislative Services Department
January 2020**

Performance Measurements

Finance Update

The Administration Department's goal is to keep each budgetary area's expenditures at or under the approved budget as set by the Board of Mayor and Aldermen by the end of fiscal year 2019-2020.

Budget	Budgeted Amount	Expended/Encumbered*	% Over (↑) or Under (↓) (Anticipated expenditures by this point in the year)
General Fund	\$14,415,105	\$ 6,235,639	↓15.05
Industrial Development	\$227,000	\$ 59,385	↓32.14
State Street Aid	\$461,000	\$ 447,835	↑38.83
Parks Sales Tax	\$731,550	\$ 91,839	↓45.75
Solid Waste	\$1,028,270	\$ 739,676	↑13.62
Fire Impact Fees	\$42,500	\$ 42,500	↑41.69
Parks Impact Fees	\$18,000	\$ 17,999	↑41.68
Police Impact Fees	\$35,000	\$ 33,845	↑38.39
Road Impact Fees	\$80,000	\$ 80,000	↑41.69
Police Drug Fund	\$6,000	\$ 310	↓53.14
Debt Services	\$832,000	\$ 166,627	↓38.28
Wastewater	\$12,330,274	\$ 4,922,146	↓18.39
Dental Care	\$90,000	\$ 35,871	↓18.45
Stormwater Fund	\$1,064,511	\$ 439,309	↓17.04
Cemetery Fund	\$37,682	\$ 25,196	↑8.55

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

Purchasing

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

Total Purchase Orders

	FY 2020	FY 2019	FY 2018	FY 2017	FY 2016
July	269	346	362	327	279
August	106	151	166	175	166
September	98	126	119	120	133
October	97	91	147	91	140
November	78	120	125	135	166
December	58	72	104	83	105
January	81	122	177	178	158
February		119	113	140	163
March		131	142	136	181
April		138	185	120	134
May		129	121	153	175
June		50	52	92	103
Total	787	1,595	1,813	1,750	1,903

Purchase Orders by Dollars	Jan 2020	FY 2020	FY 2019	FY 2018	Total for FY20	Total for FY19	Total for FY18
Purchase Orders \$0-\$9,999	77	734	1529	1716	\$869,014.82	\$1,349,159.92	\$1,541,282.47
Purchase Orders \$10,000-\$24,999	2	22	26	49	\$334,493.50	\$381,155.50	\$706,041.30
Purchase Orders over \$25,000	2	31	40	48	\$3,632,339.92	\$7,678,174.40	\$4,080,335.79
Total	81	787	1595	1813	\$4,835,848.24	\$9,408,489.82	\$6,327,659.56
Total	81	787	1595	1813	\$4,835,848.24	\$9,408,489.82	\$6,327,659.56

Administrative & Legislative Services Department
January 2020

Website Management

It is important that the city maintain a reliable web site that is updated as requests come in from various sources. The number of page visits confirms that we are providing reliable and useful information for staff and the public.

	2019-2020 Update Requests	2018-2019 Update Requests	2017-2018 Update Requests	2016-2017 Update Requests	2019-2020 Page Visits	2018-2019 Page Visits	2017-2018 Page Visits	2016-2017 Page Visits
July	152	61	60	62	1,164,517	1,080,668	825,614	739,589
August	126	133	56	117	752,932	835,519	717,462	540,472
September	43	22	90	72	679,248	214,406	739,867	429,211
October	78	86	43	49	386,735	864,091	876,346	534,774
November	56	40	80	67	695,971	812,527	808,551	712,163
December	156	82	50	51	847,724	1,055,111	842,265	654,720
January	67	68	44	65	720,531	934,562	747,155	561,371
February		40	41	61		762,985	631,612	842,138
March		61	71	76		879,671	1,165,275	658,974
April		56	77	38		820,505	959,769	784,204
May		29	49	86		946,897	1,063,568	658,468
June		123	27	64		901,328	483,003	739,264
Total	676	801	688	808	5,247,658	9,053,159	9,860,532	7,855,348

Social Media Management

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

Facebook

	2019-2020 New Likes	2018-2019 New Likes	2017-2018 New Likes	2016-2017 New Likes	2019-2020 # of Posts	2018-2019 # of Posts	2017-2018 # of Posts	2016-2017 # of Posts
July	83	31	146	96	36	21	38	20
August	47	46	77	30	18	11	39	25
September	71	53	46	39	27	20	31	20
October	44	70	64	52	27	18	29	25
November	25	51	25	32	10	17	25	19
December	18	25	25	32	21	20	11	18
January	30	31	96	58	13	14	11	17
February		40	25	79		11	15	20
March		31	23	16		18	10	12
April		60	70	48		26	17	22
May		161	116	252		33	23	30
June		103	59	119		30	33	37
Total	312	702	772	853	152	239	282	265

**Administrative & Legislative Services Department
January 2020**

Twitter

	2019 – 2020 Total Followers	2018 – 2019 Total Followers	2017 – 2018 Total Followers	2019 – 2020 # of Tweets	2018 – 2019 # of Tweets	2017 – 2018 # of Tweets
July	862	811	740	19	8	20
August	869	796	760	9	8	22
September	870	798	762	14	10	13
October	868	802	766	15	7	15
November	873	802	775	5	7	13
December	877	805	778	16	8	7
January	880	809	792	9	7	3
February		826	794		8	12
March		830	795		16	12
April		830	799		14	7
May		832	801		14	13
June		851	808		14	9
Total	N/A	N/A	N/A	87	121	146

“City of White House, TN” Mobile App

	FY20 New Downloads	FY19 New Downloads	FY18 New Downloads
July	19	28	23
August	21	18	471
September	21	15	1,792
October	12	22	30
November	13	11	22
December	15	10	16
January	23	17	37
February		13	16
March		11	20
April		10	9
May		11	10
June		25	16
Total	124	191	2462

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

	FY20 # of Request	FY19 # of Request	FY18 # of Request
July	36	32	41
August	39	26	33
September	18	18	34
October	40	32	24
November	27	12	22
December	20	27	39
January	24	22	49
February		30	55
March		24	44
April		32	22
May		27	31
June		29	24
FY Total	204	311	418

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

**Administrative & Legislative Services Department
January 2020**

White House Farmers Market

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

	2020 New Facebook Likes	2020 Facebook Post	2019 New Facebook Likes	2019 Facebook Post		Application Fees # (amount collected)	Booth Payments (\$)
January	8	1	7	0	January	0	0
February			2	0	February		
March			8	5	March		
April			36	5	April		
May			131	13	May		
June			114	20	June		
July			49	12	July		
August			1	13	August		
September			14	5	September		
October			7	0	October		
November			4	0	November		
December			13	0	December		
Total	8	1	387	73	Total	0	\$0

Building Maintenance Projects

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

Special Maintenance Projects

- Assist Police Department with roof leak and sign outage
- Lights, door locks, electrical repairs done in Senior Center room
- Repair water leak at Library

	2019 – 2020 Work Order Requests	2018 – 2019 Work Order Requests	2017 – 2018 Work Order Requests	2016 – 2017 Work Order Requests	2015 - 2016 Work Order Requests	2014 - 2015 Work Order Requests
July	10	22	21	27	22	25
August	10	26	24	28	33	10
September	13	19	22	13	31	19
October	7	14	18	12	30	27
November	7	18	34	12	27	15
December	3	8	19	9	17	15
January	16	14	16	23	28	31
February		7	21	6	19	23
March		7	17	16	25	24
April		12	25	14	20	22
May		6	26	27	33	13
June		9	23	14	17	25
Total	46	162	266	201	302	249

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

**Finance Department
January 2020**

Finance Section

During January the Finance Department continued scanning thousands of documents to reduce physical document storage space, and continued receipting 2019 property tax billings. The cumulative total of real estate and personal property taxes for the 2019 tax year billed is approximately \$3.6 million. As of January 31st approximately \$2.41 million (67%) of the 2019 property taxes were paid. Members of the Finance Office participated in the following events during the month:

January 9: Fiserv Electronic Remittance (Bank Bill Pay) implementation kickoff conference call
 January 16: Monthly BMA meeting
 January 21: White House Chamber Luncheon
 January 23: City-wide Permitting Process meeting
 January 27: Wastewater Inventory Process meeting
 January 29: White House Community Event Center 50% Design Development meeting
 January 30: Department Head Budget Retreat in Goodlettsville, TN

Performance Measures

Utility Billing

*Less than 12 months of data available

	January 2020	FY 2020 YTD	FY 2019 Total	FY 2018 Total	FY 2017 Total	FY 2016 Total
New Builds (#)	18	95	62	102	111	96
Move Ins (#)	51	382	534	553	536	539
Move Outs (#)	45	363	534	576	546	543
New customer signup via email (#)	7	49	104	163	119	12*
New customer signup via email (%)	10%	10%	17%	25%	18%	n/a*

Business License Activity

	January 2020	FY 2020 YTD	FY 2019 Total	FY 2018 Total	FY 2017 Total	FY 2016 Total
Opened	7	35	75	72	93	97
Closed (notified by business)	0	6	9	18	1	2
Closed (uncollectable)	0	0	0	199	14	0

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

Number of Payrolls	Number of Checks and Direct Deposits	Number of adjustments or errors	Number of Void Checks
2 regular	3 checks, 277 direct deposits	0 Retro adjustments	2 Voids

Accounts Payable

	January 2020	FY 2020 YTD	FY 2019 Total	FY 2018 Total	FY 2017 Total	FY 2016 Total
Total # of Invoices Processed	291	2326	3940	4437	4797	4544

**Finance Department
January 2020**

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

Operating Fund	Budgeted Operating Revenues (\$)	General Fund Cash Reserves Goal (\$)	Current Month Fund Cash Balance (\$)	G.F. Cash Reserves Goal Performance
General Fund	7,841,950	2,352,585	3,297,551	42%
Cemetery Fund	51,700	15,510	209,672	406%
Debt Services	858,000	257,400	520,494	61%
Dental Care Fund	42,000	12,600	248,716	592%
Roads Impact Fees	60,000	18,000	119,930	200%
Parks Impact Fees	31,200	9,360	77,019	247%
Police Impact Fees	36,000	10,800	90,461	251%
Fire Impact Fees	30,000	9,000	87,033	290%
Industrial Development	122,500	36,750	228,930	187%
Parks Sales Tax	673,000	201,900	943,101	140%
Police Drug Fund	3,900	1,170	20,061	514%
Solid Waste	859,800	257,940	519,320	60%
State Street Aid	441,000	132,300	277,337	63%
Stormwater Fund	862,000	258,600	673,960	78%
Wastewater	4,184,950	1,255,485	2,587,266	62%

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

The Finance Department's goal is to meet or exceed each fund's total revenues as proposed in the approved budget as set by the Board of Mayor and Aldermen by the end of the fiscal year 2019-2020.

Operating Fund	FY2020 Budgeted Operating Revenues (\$)	YTD Realized* (\$)	% Over (↑) or Under (↓) (Anticipated revenues realized by this point in the year)
General Fund	7,841,950	5,328,837	↑ 9.62%
Cemetery Fund	51,700	21,040	↓ 17.64%
Debt Services	858,000	501,086	↑ 0.07%
Dental Care	42,000	20,542	↓ 9.42%
Roads Impact Fees	60,000	38,481	↑ 5.80%
Parks Impact Fees	31,200	39,402	↑ 67.96%
Police Impact Fees	36,000	28,059	↑ 19.61%
Fire Impact Fees	30,000	18,507	↑ 3.36%
Industrial Development	122,500	70,923	↓ 0.44%
Parks Sales Tax	673,000	406,546	↑ 2.07%
Police Drug Fund	3,900	5,235	↑ 75.90%
Solid Waste	859,800	514,500	↑ 1.51%
State Street Aid	441,000	258,575	↑ 0.30%
Stormwater Fund	862,000	515,460	↑ 1.46%
Wastewater	4,184,950	2,557,982	↑ 2.79%

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

Human Resources Department
January 2020

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

January 06: FMCSA Clearinghouse Training Class
 January 14: Public Services Director Interviews
 January 15: Part Time Library Clerk Interviews
 January 16: Parks & Recreation Assistant Director Interviews
 January 17: Middle Tennessee Personnel Management Association Membership Meeting
 January 18: Police Officer Testing
 January 21: Chamber of Commerce Monthly Luncheon
 January 22: Wellness Program Session - Mental Health Awareness
 January 23: DR Horton Ribbon Cutting
 January 28: New Hire Orientation for Part Time Library Clerks
 January 29: Chamber of Commerce Learn at Lunch: Employees and Their Employers
 January 30: Staff Budget Retreat

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

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

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

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

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

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

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

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

**Human Resources Department
January 2020**

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

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

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

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

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

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

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

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

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

**Police Department
January 2020**

Highlights



Congratulations to Officer Lars Carlson on being Sworn in on Thursday January 23rd. Ofc. Carlson will be attending the Tennessee Law Enforcement Training Academy in March.

Meetings/Civic Organizations

- **Chief Brady attended the following meetings in January:** White House Rotary (Jan. 2nd, 9th, 16th & 23rd), Department Head Staff meeting (Jan. 6th & 20th), Beer Board Meeting (Jan. 7th), Planning Commission Meeting (Jan. 13th), Community Christian School Appreciation (Jan. 14th), Robertson County Chief's Meeting (Jan. 14th), 18th Judicial Drug Task Force (Jan. 15th), Command Staff Meeting (Jan. 16th), Board of Mayor and Alderman Meeting (Jan. 16th), White House Chamber Luncheon (Jan. 21st) and Department Head Budget Retreat (Jan. 30).

➤ **Police Department Administration Performance Measurements**

Achieve re-accreditation from the Tennessee Law Enforcement Accreditation program by December 2020. Susan Johnson, Accreditation Manager, is working on getting all proofs complete for 2018, 2019 and 2020. Obviously, some files from 2020 will not be complete for our June assessment, due to the proof for the heading will not be complete until fall (ex: training). In June, Susan will be contacting the TLEA Program Manager, Janessa Edwards, to have an assessor to start checking our accreditation files. They will be able to log into our PowerDMS and make sure we are in compliance with TLEA. As long as we are in compliance, then December 2020, we will have our onsite visit which will consist mainly of talking to our Chief, CID/evidence, Sgt, Records and Accreditation Manager. Susan will be attending a TLEA monthly meeting on February 28th at the airport. Also, she will be attending our 2020 Annual LEACT Conference in Chattanooga in April 2020.

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

Month	Admin Training Hours	Patrol Training Hours	Support Services Training Hours	Total Training Hours
January	0	174	0	174
Grand Total	0	174	0	174

Patrol Division Performance Measurements

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

Number of Officers on Shift	January 2020	FY 2019-2020
Three (3) Officers per Shift	54	316
Four (4) Officers per Shift	8	126

**Police Department
January 2020**

2. *Acquire and place into service two Police Patrol Vehicles.* The two new 2020 Ford Police Utility AWD SUV's have been ordered.
3. *Conduct two underage alcohol compliance checks during the Fiscal Year 2018-2019.* Fall compliance checks complete. Spring compliance checks will be completed before June.
4. *Maintain or reduce TBI Group A offenses at the three-year average of 73 per 1,000 population during the calendar year of 2019.*

Group A Offenses	January 2020	Per 1,000 Pop.	Total 2020	Per 1,000 Pop.
<i>Serious Crime Reported</i>				
Crimes Against Persons	6	<1	6	<1
Crimes Against Property	23	2	23	2
Crimes Against Society	22	2	22	2
Total	51	4	51	4
Arrests	55		55	

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

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

	January 2020	TOTAL 2020
Traffic Crashes Reported	45	45
Enforce Traffic Laws:		
Written Citations	110	110
Written Warnings	40	40
Verbal Warnings	285	285

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

COLLISION RATIO				
<u>2020</u>	COLLISIONS	INJURIES	MONTHLY RATIO	YEAR TO DATE
January	45	7 YTD 7	16%	16% YTD 45

Traffic School: There was no Traffic School in January.

**Police Department
January 2020**

Staffing:

- Officer White is on FMLA following surgery.
- Officer Taylor Trombley started the Tennessee Law Enforcement Training Academy January 5th. He will graduate March 27th.
- Officer Lars Carlson started December 30th. He is currently in FTO. He will begin the Academy in March.
- We completed Officer testing on January 18th. We will be having interviews on February 3rd.

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

Sumner County Emergency Response Team: Officer Segerson attended monthly training in Gallatin,

Support Services Performance Measurements

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

2020 CLEARANCE RATE		
Month	Group A Offenses	Year to Date
January	77%	77%

Communications Section

	January	Total 2020
Calls for Service	1,108	1,108
Alarm Calls	37	37

Request for Reports

	January	FY 2019-2020
Requests for Reports	20	140
Amount taken in	\$15.90	\$102.15
Tow Bills	\$0.00	\$0.00
Emailed at no charge	50	232
Storage Fees	\$0.00	\$0.00

Tennessee Highway Safety Office (THSO):

- Sgt. Brisson attended a Press Event at Nissan Stadium for Super Bowl weekend for impaired driving.

Volunteer Police Explorers: Nothing to Report at this time.

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

**Police Department
January 2020**

Crime Prevention/Community Relations Performance Measurements

1. ***Teach D.A.R.E. Classes (10 Week Program) to two public elementary schools and one private by the end of each school year.***
Sgt. Enck had a DARE Meeting with White House Middle School. DARE will begin on February 10th. Sgt. Enck will teach classes Monday and Tuesday.
2. ***Plan and coordinate Public Safety Awareness Day as an annual event.*** Safety Day will be held in conjunction with Discover White House in April 2020
3. ***Plan, recruit, and coordinate a Citizen's Police Academy as an annual event.*** We are currently accepting applications for Citizen's Police Academy which should begin in February 10, 2020. The class will be on Monday nights.
4. ***Participate in joint community events monthly in order to promote the department's crime prevention efforts and community relations programs.***
 - January 15th, we participated in Hand Shakes and High Fives at White House Middle School.
 - January 16th, we donated a helmet to Wheels in Motion at HB Williams and Heritage Elementary.
 - January 21st, Ofc. Jason Ghee did a K9 demo for Girl Scouts.
 - January 22nd, Sgt. Enck taught a Self-Protection class for the White House First United Methodist Church pre-teen class.

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

Nothing to report at this time.

Upcoming Events:

Nothing to report at this time.

2020 Participation in Joint Community Events		
	<u>January</u>	<u>Year to Date</u>
Community Activities	5	5

**Fire Department
January 2020**



Summary of Month's Activities

Fire Operations

The Department responded to 114 requests for service during the month with 88 responses being medical emergencies. The Department responded to 15 vehicle accidents; 8 accidents reported patients being treated for injuries and 7 accidents reported no injuries. Of the 114 responses in month of January there were 22 calls that overlapped another call for service that is 19.3 % of our responses.

UT MTAS recommends for the WHFD an average response time from dispatched to on scene arrival of first "Fire Alarm" to be six minutes and thirty-five seconds (6:35). The average response time for all calls in January from dispatch to on scene time averaged was, six minutes and sixteen seconds (6:16). The average time a fire unit spent on the scene of an emergency call was thirteen minutes and fifty-one seconds (13:51). The department also responded to 1 mutual-aid residential structure fire incident in January.

Department Event

- January 28th – Farewell Gathering for Rico Bryson (50 attendees)
- January 31st – Received Thank You cards from White House Healthcare (40 Participants)

Fire Administration

- January 9th – Met with Human Resources concerning Barry Brady Act for Cancer
- January 13th – First meeting for Discover White House Event
- January 16th – Attended BMA
- January 21st – Attended Chamber Luncheon and met with WHHS for mock crash event
- January 30th – Budget Retreat

Emergency Calls Breakdown

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

Incident Responses FY to Date

Fires	21
Rescue & Emergency Services	593
Hazardous Conditions (No Fire)	21
Service Calls	51
Good Intent Call	46
False Alarms & False Call	78
Calls for The Month	114
Total Responses FY to Date	817

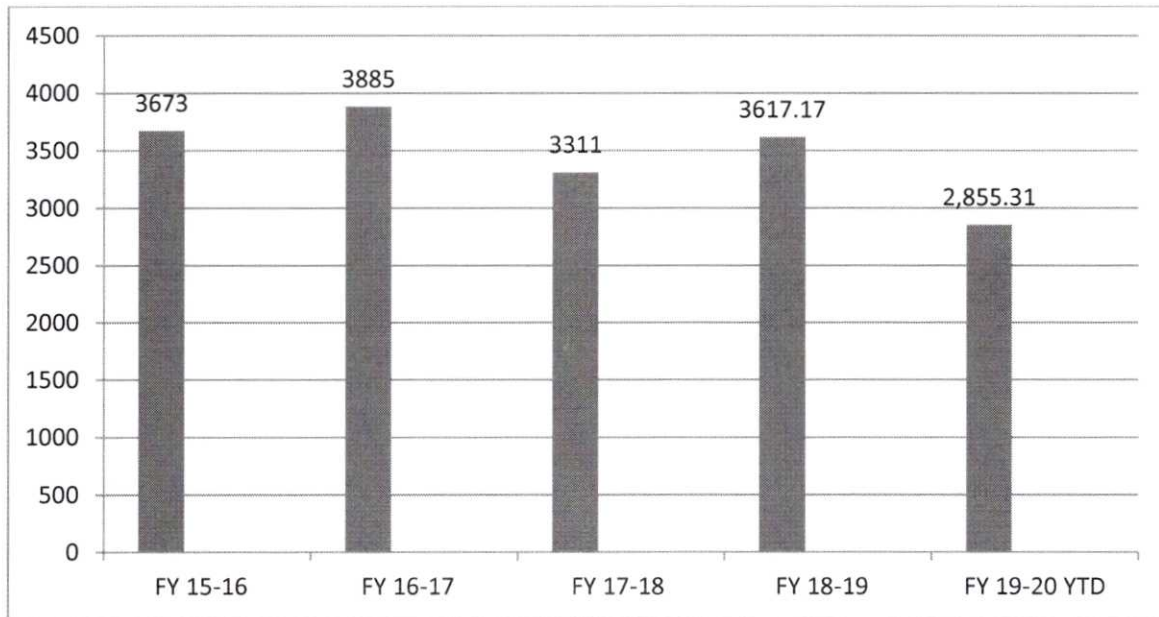
**Fire Department
January 2020**

Response by Station

	Month	FY to Date	%
Station #1 (City park)	72	490	59.97%
Station #2 (Business Park Dr)	42	327	40.02%

Fire Fighter Training

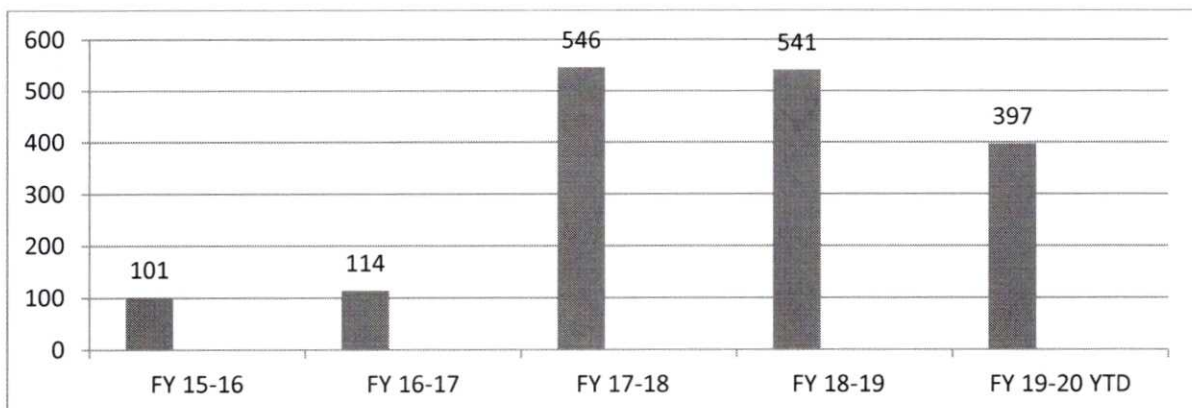
The Department goal is to complete the annual firefighter training of 228 hours for career firefighters. The total hours of 4104 hours of training per year is based on eighteen career firefighters.



	Month	YTD
Firefighter Training Hours	415.43	2855.31

Fire Inspection

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

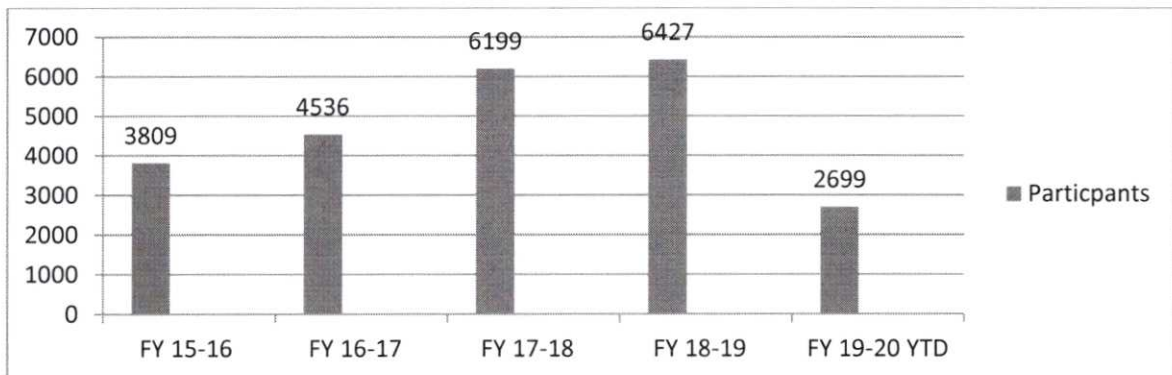


**Fire Department
January 2020**

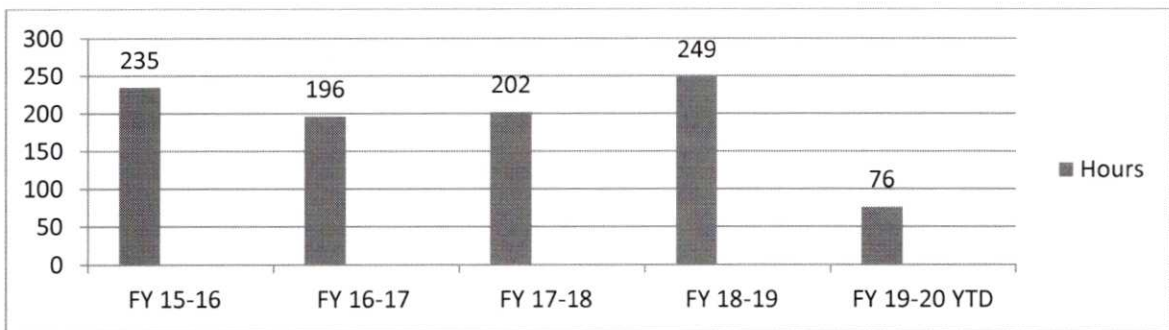
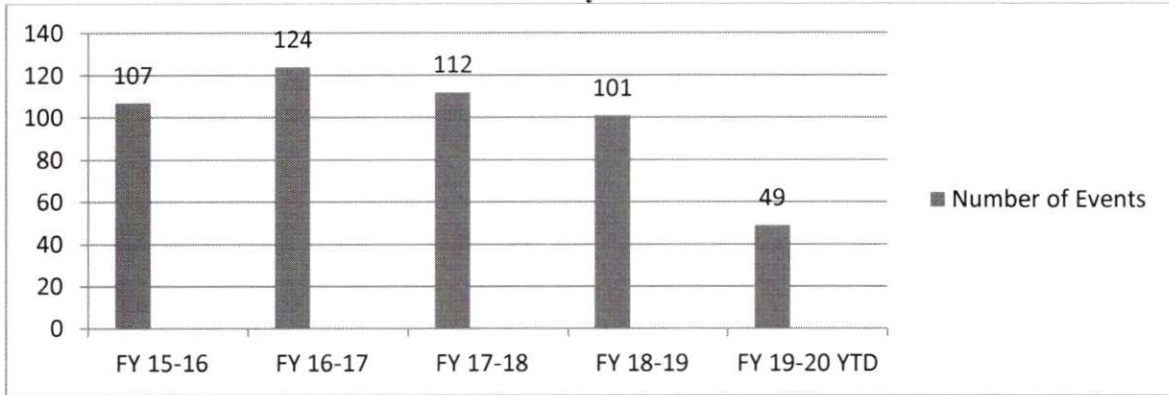
	Month	YTD
January Fire Inspection	56	397
Reinspection	11	49
Code Violation Complaint	1	5
Violations Cleared	5	41
Annual Inspection	7	77
Commercial Burn Pile	0	6
Knox Box	3	14
Fire Alarms	3	11
Measure Fire Hydrant	0	3
Plans Review	4	31
Pre-C/O	0	2
Pre-incident Survey	10	126
Sprinkler Final	4	11
Final C/O	9	20

Public Fire Education

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



**Fire Department
January 2020**



	Month	YTD
Participants	59	2,699
Number of Events	5	49
Education Hrs.	3.5	76

Public Services Department - Public Works Division
January 2020

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

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

PUBLIC WORKS/STREETS & ROADS DIVISION

Total Hours Worked	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Street	4,040	8,134	9,364	8,741	10,229		862	921	5,796
Facility Maintenance	2,049	3,494	2,187	1,227	1,137		46	115	385
Fleet Maintenance	1,157	1,034	514	282	380		52	16	227
Meeting/Training	572	502	510	517	400		44	56	319
Leave	807	1,253	576	613	810		141	71	518
Holiday	850	795	470	385	555		125	100	445
Overtime	263	508.5	488	414	311		30	1	126
Administrative	781	385	698	803	867		110	124	610
Drainage Work (feet)	0	0	906	2,749	10		0	0	0
Drainage Man Hours	0	0	1,470	1,045	170		6	0	14
Debris Removed Load	0	0	100	35	44		0	0	0
Sweeping Man Hours	0	0	18	13	0		0	0	0
Mowing Hours	0	0	22	175	219		0	0	96
Curb Repair	0	0	0	0	15		0	0	0
Shoulder LF	0	0	4,485	630	5		200	240	640
Shoulder Hours	0	0	155	160	49		53	13	149
# of Potholes	0	0	250	473	346		17	44	132
Pothole Hours	0	0	759	734	1,181		22	81	466
R-O-W Hours	0	0	2,835	2,416	4,027		162	206	2,117
Sign/Repaired	0	0	120	91	84		4	23	46
Sign Work Hours	0	0	289	179	234		19	34	86
Salt Hours	0	0	10	143	24		24	0	63
Salt Tons	0	0	12	20	23		2	0	14
Decorative Street Light Hours	0	0	57	46	125		27	25	112
Traffic Light Repairs	0	0	0	65	20		42	24	139

Public Services Department - Public Works Division
January 2020

<u>Subdivision Decorative Light LED Retrofit Project</u>			
	<u>TOTAL LAMPS</u>	<u>JANUARY RETROFITS</u>	<u>TOTAL LED RETROFIT</u>
High Mast Lights – I-65 Ramps	6	0	6
Baylee Court	2	0	2
Briarwood Subdivision	9	0	6
Bridle Creek Subdivision	7	0	5
Business Park Drive	7	0	7
Hampton Village Subdivision	24	0	24
Heritage Trace Subdivision	5	0	5
Holly Tree Subdivision	44	1	44
Madeline Way	7	0	7
Magnolia Village Subdivision	27	0	26
Spring Brook Blvd	2	0	2
Sumner Crossing Subdivision	21	0	21
Villages of Indian Ridge	10	0	0
Totals:	171	1	155

SIGN REPLACEMENT:

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

Public Works Special Projects:

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

Road Work Program:

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

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

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

SANITATION DIVISION

Brush, Leaves & Litter Control Program:

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

Total Hours Worked	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Sanitation	2,914	2,685	3,634	4,406	4,024		355	361	2,466
Facility Maintenance	2,049	3,494	723	446	574		61	56	243
Fleet Maintenance	1,157	1,034	488	445	331		34	24	204
Meeting/Training	572	502	265	130	135		4	8	52
Leave	807	1,253	428	700	476		22	30	232
Holiday	850	795	270	230	230		50	40	190
Overtime	263	508.5	119	4	12		0	1	11
Administrative	781	385	167	1	0		3	0	4
Sweeping Man Hours	0	0	1	0	0		0	0	0
R-O-W Hours	0	0	166	30	97		6	30	146
Salt Hours	0	0	0	0	0		0	0	0
Salt Tons	0	0	0	0	0		0	0	0

Sanitation	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Brush Collection Stops	5,915	5,944	6,080	5,605	5,620		312	315	3,392
Brush Truck Loads	503	459	551	522	578		27	25	373
Leaves Pickup Bags	4,016	3,741	3,542	3,422	3,535		504	190	2,087
Brush/Leaves Hours	1,634	1,366	1,492	1,239	1,300		79	86	776
Litter Pickup Bags	309	334	507	546	511		30	46	288
Litter Pickup Hours	1,147	1,318	1,132	985	957		62	67	573

Public Services Department - Public Works Division
January 2020

Sanitation Collection:

The goal for the curbside garbage and recycling collection program is *to maintain an error rate of less than 1%*. The **January 2020** work order report shows that staff made 67 requests on the WI web portal system, of which only 17 were due to missed service calls and the rest were container delivery and/or pickup. Considering that we have over **3,800** cans in service for garbage and **3,680** cans in service for recycling, we are operating with less than 1% error rate.

Solid Waste	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Tons	3,081	3,276	3,021	3,383	3,252		318	312	2,028
Disposal Fee	\$86,099	\$81,583	\$83,644	\$93,055	\$90,598		\$8,659	\$8,491	\$55,468

SW Accounting	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Units Billed	45,763	47,155	47,954	45,594	49,311		4,168	4,191	29,049
Receivables (Billed)	\$795,325	\$813,518	\$832,150	\$780,878	\$870,111		\$73,746	\$74,137	\$513,536
Revenue (Received)	\$781,004	\$823,428	\$822,004	\$784,689	\$759,969		\$73,010	\$73,071	\$501,376

Citizen Solid Waste Drop-off Program:

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

Recycling Program:

SW Drop-Off	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Participants	712	602	624	534	341		20	33	244
Tons	166	139	148	142	147		5	11	62
Disposal Fee	\$13,208	\$11,124	\$12,935	\$24,097	\$30,256		\$1,613	\$2,364	\$16,340

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

Recycling	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Curbside Tons	408	463	519	568	567		45	55	292
Recycling Rate	13.5%	14%	10%	13%	15%		13%	14%	14%
Revenue (curbside)	\$2,473	\$19.08	\$0	\$0	\$0		\$0	\$0	\$0
Fee (new program)	-	(\$4,565)	(\$7,775)	(\$15,044)	(\$23,708)		(\$2,477)	(\$3,051)	(\$16,222)
Metal (drop-off)Tons	33	42	46	48	38		0	5	21
Metal Revenue	\$4,334	\$3,098	\$3,726	\$5,339	\$4,192		\$0	\$472	\$1,534

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

Traffic Light Complaint Log

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

Public Services Department - Public Works Division
January 2020

STORMWATER DIVISION

Total Hours Worked	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Stormwater	0	5,744	5,637	7,349	7,982		486	735	4,494
Facility Maintenance	2,049	3,494	895	541	455		24	75	230
Fleet Maintenance	1,157	1,034	339	228	308		14	36	172
Meeting/Training	572	502	345	373	300		47	23	192
Leave	807	1,253	709	576	577		100	80	425
Holiday	850	795	375	345	440		75	80	315
Overtime	263	508.5	306	334	211		11	7	190
Administrative	781	385	1,489	1,347	1,206		66	167	657
Drainage Work (feet)	0	0	2,817	3,409	12,222		0	150	1,830
Drainage Man Hours	0	0	1,229	1,359	1,809		5	58	686
Debris Removed Load	0	0	115	48	175		8	13	96
Sweeping Man Hours	0	0	92	170	237		12	26	229
Mowing Hours	0	0	175	96	117		0	0	76
Curb Repair	0	0	0	0	0		0	0	0
Shoulder LF	0	0	210	0	0		0	0	0

Total Hours Worked	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Shoulder Hours	0	0	90	27	0		0	0	0
# of Potholes	0	0	0	140	0		0	0	0
Pothole Hours	0	0	2	112	30		3	0	3
R-O-W Hours	0	0	1,456	2,016	2,479		125	186	1,582

Stormwater Improvement Projects:

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

Stormwater Accounting	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19		DEC-19	JAN-20	YTD 19/20
Units Billed	24,410.00	45,476	50,278	47,822	47,456		4,372	4,386	30,448
# of ERUs	0	0	0	86,933	88,019		8,145	8,178	56,850
Receivables (Billed)	\$107,250	\$395,818	\$638,015	\$781,529	\$791,290		\$73,224	\$73,520	\$511,082
Revenue (Received)	\$105,118	\$364,022	\$614,459	\$808,754	\$760,244		\$71,06	\$71,486	\$499,173

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

STORMWATER JANUARY 2020

Monday, January 6th

- Ditch repair and drainage work (Union Rd.)
- Replace culvert (Union Rd.)

Tuesday, January 7th

- Staff meeting
- Pipe installation and extension for school on Wilkerson
- Ditch repair and concrete install (Amber Ln.)
- Traffic control

Wednesday, January 8th

- Ditch repair and concrete install cont. (Amber Lane)
- Repair retention pond (Longview Dr. & Calista Rd.); install pipe to pump

Thursday, January 9th

- Staff meeting
- Exposed sewer line (Calista Rd.); assisted WW
- Removed trees on Apache Trail & Raymond Hirsch

Friday, January 10th

- Ditch repair and sewer maintenance via manhole on Greenway

Monday, January 13th

- SW meeting
- Fleet maintenance (cleaned Mini-Ex)
- Cleaned headwall and replaced culvert (Tyree Springs & Hobbs)

Tuesday, January 14th

- Drive repair and ditch maintenance (Tyree Springs)
- Installed concrete corner (N. Palmers & Brookview)
- Removed dam in creek (Pleasant Ln.)

Wednesday, January 15th

- Evaluated Hot Spots
- Improve concrete on NPC
- Tools and Vehicle Maintenance (#1329)
- Drainage Inspection (Reid Way, Covington Bend)

Thursday, January 16th

- Wastewater digging (Calista Rd.)
- Retrieved brush truck from Nashville
- Tool maintenance (cleaned chain saws; organized for shelving)

Monday, January 20th

- HOLIDAY

Tuesday, January 21st

- Stormwater Inspections (piping at Concord Springs)
- Rewired trailer plug
- Serviced chain saws

Wednesday, January 22nd

- Staff Meeting
- Wastewater project cont. (Calista Rd. – sewer repair)

Thursday, January 23rd

- Fleet maintenance: serviced new dump truck (applied trailer plug)
- Debris removal and installation of rip rap and topsoil (Longview Dr.)

Monday, January 27th

- Staff Meeting
- Stormwater Inspections (ditches and catch basins)
- Street Sweeping (Hwy 76 & 31W)

Tuesday, January 28th

- Mitigated drainage concern submitted on Pebble Creek Rd. (removed sediment and flushed catch basin)
- Clear and Cut trees for Parks & Rec.
- Traffic control (Union Rd.)

Wednesday, January 29th

- Ongoing wastewater project (Calista Rd.)
- Park building spot utilities
- ID# 1630 TO 1800

Thursday, January 30th

- Assist with Parks & Rec building pad
- Clear and cut trees

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

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

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

Collection System Activities

Tennessee 811 is the underground utility notification center for Tennessee and is not a goal driven task:

This is a service to provide utility locations to residents or commercial contractors. The 811 call system is designed to mitigate the damage to underground utilities, which each year public and private utilities spend millions of dollars in repair costs. TN 811 receives information from callers who are digging, processes it using a sophisticated software mapping system, and notifies underground utility operators that may have utilities in the area. The owners of the utilities then send personnel to locate and mark their utilities.

<u>Line Marking</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>		<u>Dec - 19</u>	<u>Jan - 20</u>	<u>YTD</u>
Tennessee 811	1,691	1,670	1849	2315		204	220	1583

SCADA (Supervisory Control and Data Acquisition) Alarm Response Goal:

Our goal is to reduce the number of responses through an ongoing, proactive maintenance program at the major lift stations. However, there are uncontrollable factors that create an alarm condition; such as high water levels due to large rain events, loss of vacuum, power outages and/or loss of phase. These types of alarms notify us that a problem exists. A service technician can access the SCADA system from any location via a smart device and acknowledge the alarm. The SCADA system at every lift station will allow the technician to remotely operate the components at the station.

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

Public Services Department - Wastewater Division
January 2020

Alarms –

WWTP – Alarm was from an electrical short in the headworks control panel. We opened the bypass valve to and sending the influent directly to the oxidation ditch. This is technically a “Bypass” according to the language in the NPDES permit and has been reported as such. The contact for the screw conveyor has been ordered.

System Repair Goal:

The goal is to minimize failures with the major lift stations and the mainline gravity, low and high pressure force mains and the air vacuum systems. We’ve been training key personnel over the last two (2) years on the proper operation and maintenance of the major lift stations. This program has been very successful in reducing the number of station failures. Some of our lift stations are either at or near their useful life. Therefore, we will continue to encounter equipment failures until the stations are replaced.

The mainline and service line repairs are mitigated in a large part by the 811 line marking program. However, we do encounter residents or contractors that dig without notifying the 811 call center. Therefore, we have to make repairs, and if the line break was due to negligence, I will send the responsible party a repair bill. In some cases, the breaks are due to weather or age.

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

1. **Settler’s Ridge** – In August 2017, just days before Tropical Storm Harvey arrived in White House, a contractor ran over the pump station with a lull. The damage was evaluated the week after Harvey had past. The tank, rails, and lid were all damaged beyond repair and therefore are on order for replacement. This is a pump station not yet taken over by the City. It shall be repaired and fenced for the City to take it over. **Tank has been delivered to the developer. A plan of action on replacing the damaged tank is being discussed at this time.**
2. **Concord Springs** – The lift station at Concord Springs subdivision was successfully started. The Variable Frequency Drives (VFD) are set to allow the pumps to move 250 GPM. There is a small punch list of items to be completed before the City takes this station over. The punch list is mainly cleaning, spare parts and cosmetics of the footprint.
3. **The Parks** – The “temporary” lift station at the Parks subdivision was also started successfully. This station will allow for about 160 homes to be built while waiting on Gorman & Rupp to deliver the permanent station.
4. **HWY 76 Force Main Relocation Project** – John Hall Construction began this project on the 6th. To date they have 740’ of 12” SDR21 pipe laid and both valve insertions have been completed. The project has a 45-day completion schedule. Hall has been slowed at the bore of the I-65 north bound off ramp. They are only getting a few feet a day due to a very hard limestone shelf. Hall has had to replace 2 auger sections and several rock heads. They are about 40’ into the 80’ bore.

Public Services Department - Wastewater Division
January 2020

<u>Work Orders</u>	<u>FY 15/16</u>	<u>FY 16/17</u>	<u>FY 17/18</u>	<u>FY 18/19</u>		<u>Dec - 19</u>	<u>Jan - 20</u>	<u>YTD</u>
Gravity Sewer Connections								470
Grinder Sewer Connections								2,993
Vacuum Connections/Pods								440 / 300
Grinder Tank PM Program	N/A	58	63	358		20	18	155
PD to Centrifugal Converts	3	8	0	0		0	0	0
2000 to Extreme C/O	53	64	43	64		3	4	28
Extreme to Extreme C/O	137	182	298	250		23	26	171
Centrifugal to Centrifugal C/O	2	7	0	0		0	0	0
2000 Conversions	2	0	0	0		0	0	0
Hydromatic/Extreme Converts	44	48	67	47		7	5	39
Total Pumps Replaced	313	338	401	361		33	35	248
Low Pressure Service Request	530	716	621	728		58	61	420
Vacuum System Service Request	87	172	143	112		6	8	62
Gravity Service Request	5	12	0	10		2	1	11
Inspection for New Service	36	23	54	103		17	36	144
Final Inspection for New Service	37	55	56	62		7	7	51
Sanitary Sewer Overflow (SSO)	6	9	1	3		5	6	20
Odor Complaints	16	17	28	43		4	2	24

Public Services Department - Wastewater Division
January 2020

Wastewater Treatment Plant Goal:

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

<u>Parameter</u>	<u>Oct - 19</u>	<u>Nov 19</u>	<u>Dec - 19</u>	<u>Jan - 20</u>	
Flow – To Creek	0.5950 MGD	0.7080 MGD	0.704 MGD	0.777 MGD	MGD = Million Gallons/Day
Flow – To Spray Field	0.0940 MGD	0.00 MGD	0.00 MGD	0.00 MGD	
Total Flow Through Plant	0.6890 MGD	0.7080 MGD	0.704 MGD	0.777 MGD	
Capacity	1.4 MGD	1.4 MGD	1.4 MGD	1.4 MGD	
% of Plant Throughput	49.2%	50.6%	50.3%	55.5%	(0.777 MGD) / (1.40 MGD)
Actual Capacity	1.12 MGD	1.12 MGD	1.12 MGD	1.12 MGD	(1.4 MGD x 80%)
% of Allocated Capacity	61.5%	63.2%	62.9%	69.3%	(0.777MGD) / (1.12 MGD)
Rainfall	9.21"	7.52"	11.39"	5.80"	

<u>Effluent</u>	<u>FY 14/15</u>	<u>FY15/16</u>	<u>FY16/17</u>	<u>FY17/18</u>	<u>FY18/19</u>		<u>Dec - 19</u>	<u>Jan - 20</u>	<u>YTD</u>
Violations	1	7	7	13	7		1	1	8

- Violations:** One violation is Total Phosphorus Rolling Average in pounds per year.
- H2S & Ferric Sulfate:**
Staff continues to monitor the carbonaceous biochemical oxygen demand (**CBOD**) and the total suspended solids (**TSS**) which will indicate any settling effects of Ferric sulfate we are feeding at the Tyree Springs Manhole and Union Road stations. **The feed rate is 11 gallons per day at the Union Road lift station and 19 gallons per day at the Old Tyree lift station.**
- Peracetic Acid:**
TDEC has approved our use of PAA as the method of disinfection and has modified our NPDES permit accordingly.

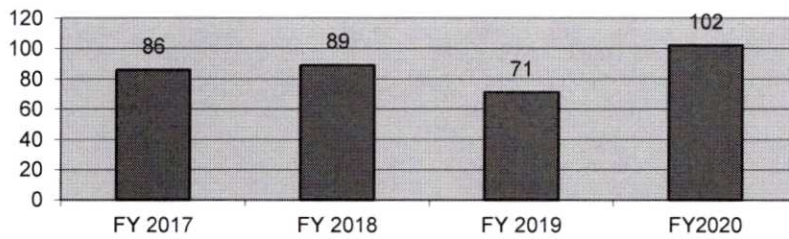
The PAA feed rate is operating at a constant **2.50** parts per million (ppm). The average residual was **0.13** PPM with a max residual of **0.19** PPM. **Last month the feed rate was 2.50 ppm.**

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

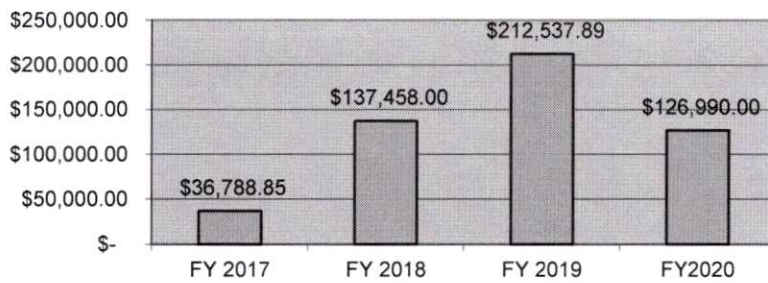
Our **E Coli** testing for the month was an average of **43.0 CFU's** which is well below the limit. **Last month the average was 29.3.**

Planning and Codes Department
JANUARY 2020

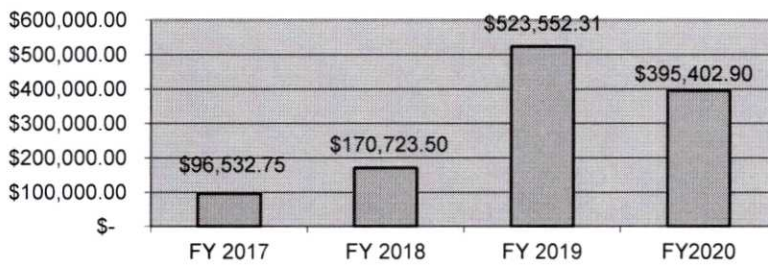
Single Family Permits



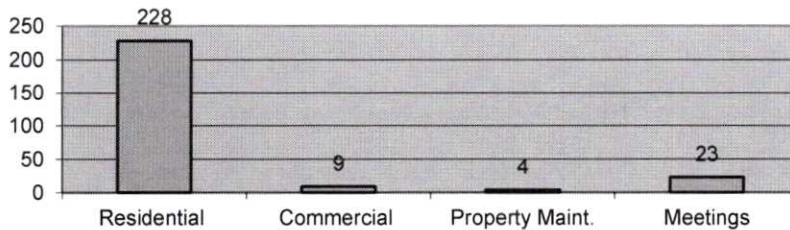
Impact Fees



Permit Fees



Monthly Inspections / Meetings



**Planning and Codes Department
JANUARY 2020**

	Month	FY2020	FY2019	FY2018	FY2017
MEETING AGENDA ITEMS#					
Planning Commission	3	32	66	69	56
Construction Appeals	0	0	0	1	0
Zoning Appeals	0	1	6	7	11
Tech. Review/Study Session	0	0	0	1	0
Property Maintenance	0	0	0	0	0
PERMITS					
Single Family Residential	27	102	71	89	86
Multi-Family Residential	0	0	13	5	13
Other Residential	3	30	93	238	244
New Commercial	1	1	3	3	5
New Industrial	0	0	1	0	5
Other Com/Ind	1	19	33	31	22
State Electrical	0	262	875	768	812
Sign	2	7	25	24	14
Occupancy Permits	1	0	29	65	14
Commercial Certificate of Occupancy-					
Southern Charm Bakery and Cupcakery-301 Richard Wilkes Rd.					
Other	2	7	3	14	3
BUILDING INSPECTIONS					
Residential	228	1511	2411	1112	1549
Hours	52.42	298.08	414.98	383.59	378.64
Commercial /Industrial	9	59	179	165	191
Hours	4	18.92	179	165	191
CODE ENFORCEMENT					
Total Cases	4	251	179	165	191
Hours	1.42	50.83	86.75	75.17	79.74
Complaints Received	2	75	98	132	117
MEETINGS					
Administration	11	41	68	51	15
Hours	20.42	68.59	103.67	101	62.43
Planning	9	52	135	73	17
Hours	9.5	64.25	155.5	86.82	17.33
Codes	3	18	35	27	16
Hours	7	22.08	40.16	18.67	28.25
FEES					
Permit Fees	\$100,133.40	\$ 395,402.90	\$ 523,552.31	\$ 170,723.50	\$96,532.75
Board Review Fees	\$1,100.00	\$ 4,575.00	\$ 3,750.00	\$ 4,683.00	\$3,599.00
City Impact Fee	\$33,615.00	\$ 126,990.00	\$ 212,537.89	\$ 137,458.00	\$36,788.85
Roads	\$10,287.00	\$ 30,032.70	\$ 98,885.80	\$ 112,424.58	\$13,901.37
Parks	\$10,692.00	\$ 38,610.00	\$ 23,140.00	\$ 10,163.90	\$ 4,459.10
Police	\$7,614.00	\$ 27,495.00	\$ 11,704.30	\$ 8,971.20	\$ 9,241.81
Fire	\$5,022.00	\$ 17,391.00	\$ 23,344.29	\$ 5,963.72	\$ 5,897.47
OTHER ITEMS					
Subdivision Lots	0	0	235	51	51
Commercial/Ind. Sq Ft	0	15,216	214,206	27,006	6,500
Multi-Family Units	0	375		0	144
Other	n/a	n/a	n/a	n/a	n/a
Subdivision Bonds: 16	\$ 2,965,767.07	\$1,633,984.00	\$922,141.63	\$573,840.00	\$573,840.00
Builders Bonds	17,500.00	\$ 18,000.00	\$ 69,366.43	\$ 45,366.43	\$43,866.43
Workings Days in Month	16	17	16	15	15

Parks, Recreation, & Cultural Arts Department
January 2020

Summary of Month's Activities

This month is always an exciting time for our department. This is when things start to pick up with registrations starting so you can really start to feel the spring coming up and know that the parks will soon be full of people once again.

Now an update on some current and upcoming projects we have going on:

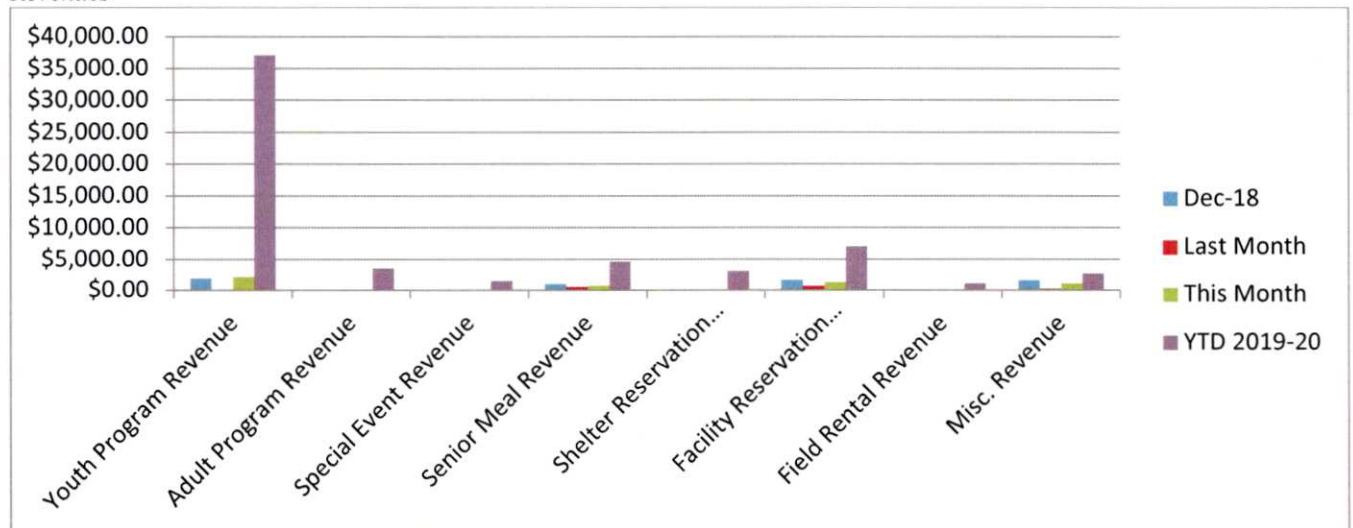
As mentioned previously, the Museum/Visitor Center renovation will wait until spring and the Maintenance Building was denied once again by the Board. After meeting with other departments, it was decided to take this project on ourselves. Public Works will perform the site work (which has already begun) with the City Engineers help, our department will deal with the actual building part of the project with the help of the City Engineer. The hope is to be able to do this project at minimum at a third of the cost of what it was going to be when we went out for bids.

The laser grading on fields 5, 6 and 8 at the Municipal Park has officially been completed. This completes the cycle of all of our fields being laser graded within a three year period, which is something that hasn't been done in a while (if ever). Next year we will start over with Fields 2 and 3. As previously mentioned, we will also be top-dress leveling Fields 3 & 5 at the soccer complex but that will have to wait until around June because doing it in the winter won't help it come spring. Soccer may also pay to have Field 1 done as well through a grant they are applying for, so that cycle may be completed within two years.

We were finally able to test out a new infield groomer this month. It turned out to be everything the guys would want, so we have put one on order and hopefully it will be here sometime next month or early March. This infield groomer is unlike any we have used before and it is doubtful that anyone near us has one like it but it was specifically designed for baseball/softball field use whereas most infield groomers are originally designed for golf courses. So, this should match our needs much better. Also, it comes with the option to add attachments to allow you to be able to laser grade your own fields, which is something we plan to add to it in the next budget year. So, we are very excited to have this piece of equipment. It will make us much more efficient from an operational and budgetary standpoint.

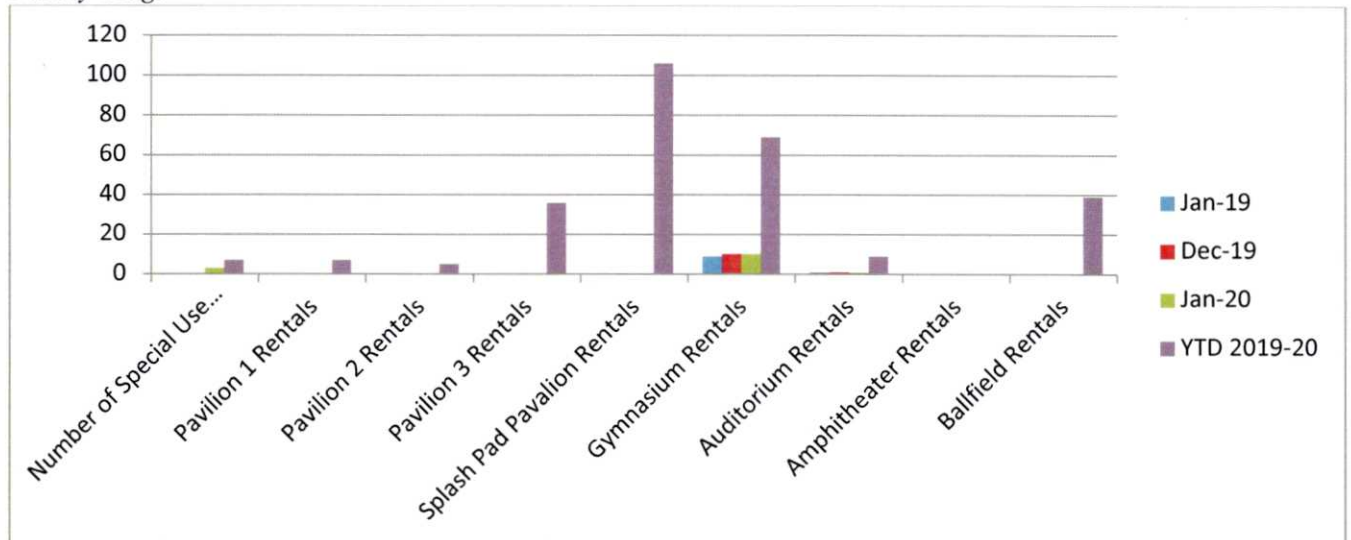
The last big project we have for this year is the Dog Park improvements. We have added some smaller items and done some touch-up work around that area but we are waiting a little bit longer to make some of the larger purchases. Those items should start getting purchased here in the next few months.

Revenues

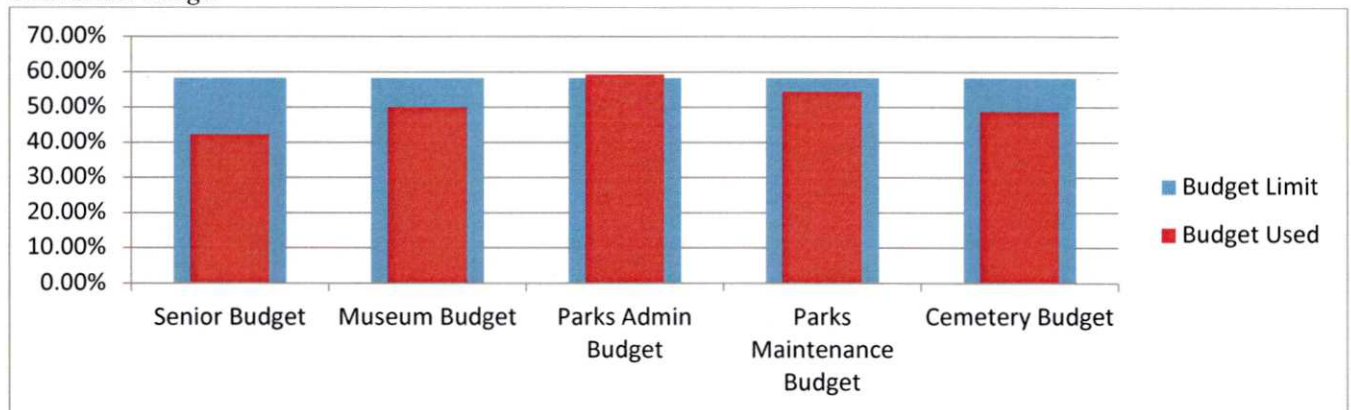


Parks, Recreation, & Cultural Arts Department
January 2020

Facility Usage



Over/Under Budget



Recreation

Youth Basketball games continued this month. This season, we have 304 participants and 36 total teams. Games will start ending February 15th with the final games being played February 29th.

Men's Open-League basketball games continued this month. All games are being held on Sunday evenings. The season is set to conclude March 15th. We will probably offer another season in the Summer and see how that goes.

Registration started for Girls Volleyball this month. This is for girls in grades 3 – 8. Registration will end February 10th.

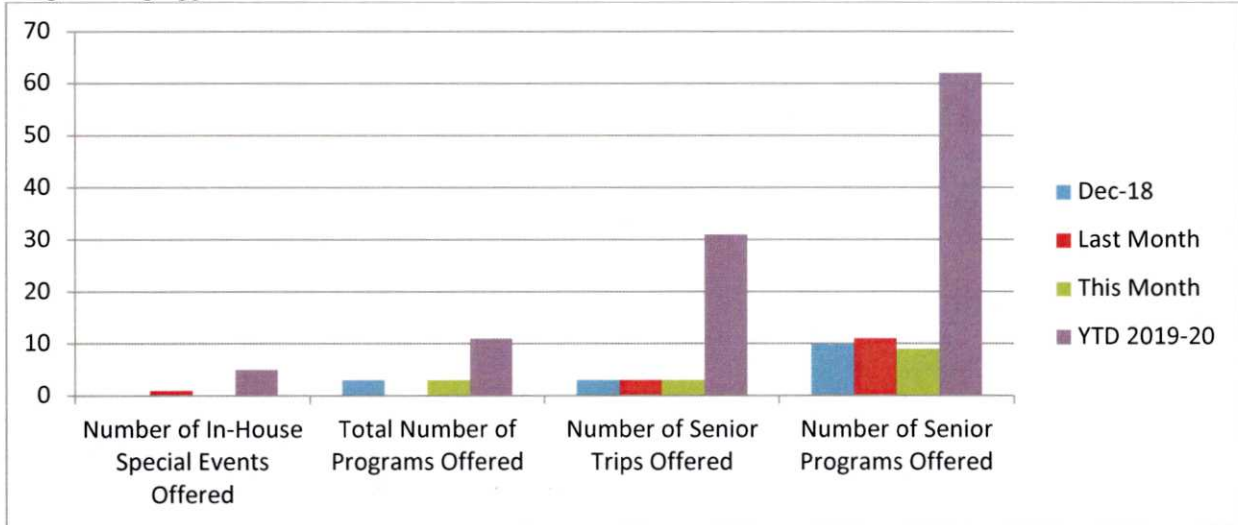
Registration started for Challenger Baseball this month. This is for any boy or girl age 4 – 18 with a mental or physical disability. This year we decided to offer the program for FREE to all participants. We are hoping that will bring more participation in as the numbers have fallen recently and the sponsorship money continues to be strong for this program. So far we have already received over \$1,500.00 in sponsorship money. So, we should be able to do a lot with that this season. Registration for this program will end February 17th.

Parks, Recreation, & Cultural Arts Department
January 2020

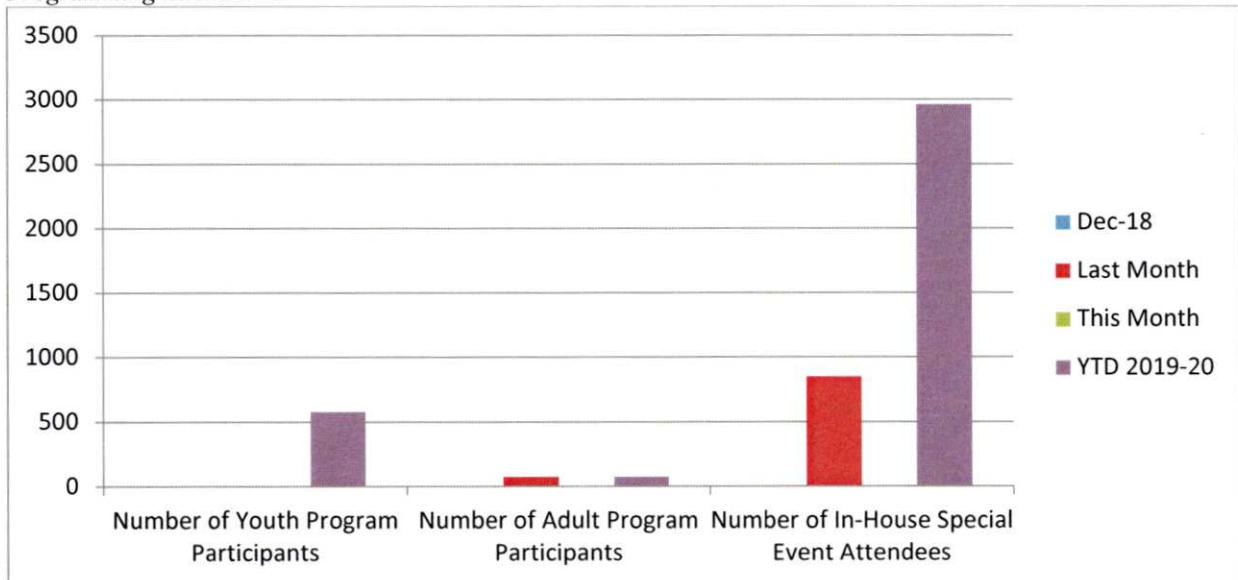
Our last program starting registration this month is Adult Softball. Registration for that will end March 2nd.

Lastly, we were able to put together another program guide for this spring and summer. Copies are available in and around our office. An online copy will be put on our website for the public to view it online. We continue to tweak it as we go and hopefully we will be able to start producing a more quality product year after year.

Programming Opportunities



Programming Attendance



Parks, Recreation, & Cultural Arts Department
January 2020

Park Maintenance

January was a slow month for us, with regards to the amount of projects that we were able to complete. The weather this time of year makes trying to work outside virtually impossible. Our plan was to come back after Christmas break and begin work on the upstairs bleachers at City Hall. A couple guys started up on this while we continued on with other things. More on this later.

We were blessed to have some good weather when the month of January started up. It allowed us to purchase, pickup, and plant 20 evergreen trees in a couple different areas throughout the parks. We started by planting a total of seven trees, in a single file line, next to the property line, that is across the street from the Vet. Clinic. The ground in this area was SUPER soggy so we had to dig all of the holes by hand. Not to mention having to pack the trees (one at a time) from the truck and trailer that were parked on the trail, all the way over to the property line. This has been a trouble spot for us so "hopefully" this will remedy this problem as the trees begin to grow.

We then planted all of the remaining trees (13 in total) down by the dog park, behind the row of houses. Here we were able to use the backhoe so it made the hole digging much, much easier! We were able to plant twice the amount of trees in half the time. The trees in both locations will make a very nice noise and sight barrier as they continue to grow over the next couple of years.

A couple guys went around and began cleaning up after this mild winter that we have had. Things like picking up limbs and trash throughout all of the parks and the greenway. They spent approx. two days on this.

As previously mentioned we started on the gym at city hall at the beginning of the month. We worked on the removal of the upper level, all the while tending to the above tasks.

We started off by building temporary walls and doors at either end of the bleachers. We did this for a couple of reasons. One: to permanently block off the stairwells so that we could now control them by lock and key every night when we left, and two: to give us the ability to store all of our equipment each day so that we didn't have to pack tools back and forth.

We were then able to begin the first stages of demo. This consisted of cutting out the majority of wood and removing it. We placed several painters' drop cloths on the bleachers below as to not damage the bleachers below. Also so that we kept any debris inside the cloths so that we could remove them every evening prior to kids and parents coming in for basketball practices. We didn't want a rouge nail finding its way to someone's child. These cloths made cleanup and safety much, much easier to maintain.

We continued by destroying the side walls, next to the stairwells and removing them. Removing the Plexiglas from the front railing and disposing of it in pieces. Then removing the hand railing by cutting it out and hauling it away by hand.

The next step was to bring in a piece of equipment that we rented and cut away the steel girders that were used as braces all along the entire stretch of the bleachers. We cut the top and bottom out and then used the lift to lower the entire girder down. Once down, five of us would remove it from the gym by hand and stack it on a trailer to be hauled away. Once on the trailer, we used sledge hammers to remove every single bit of wood that was left on the girder. There could be none on the metal for us to be able to dispose of it here at the cities drop off point.

Prior to returning the lift that we had rented, we used it to paint the wall where it had once been covered by the bleachers with a nice coat of white paint. It took two full coats to get the proper coverage that desired.

The final touch was then installing the permanent walls and installing doors at either ends of the bleachers. We were able to enclose the old stairwells and make closets for the gym attendants in the evenings. Lastly a nice coat of paint was put on the walls, trim, and doors to finish off the project.

Parks, Recreation, & Cultural Arts Department
January 2020

Things turned out better than hoped. We spent a lot less time than we had originally planned for so we are already well on our way to prepping for the spring.

Lastly, what we are doing to prep for this upcoming spring: the guys are going through all the equipment to make sure everything is in working order for spring. Also blades being sharpened or replaced as needed, tires being checked and replaced as needed... Anything to make sure once mowing and baseball starts, nothing has to be worked on. We can just move right into becoming operators again.

There were minimal head stone foundations to be dug and poured this past month. We also had very few graves that needed to be mended. There was no mowing done this past month of any kind. We are eager to get started up come the first signs of spring. Baseball is scheduled to start practices Saturday February 22nd.

Museum

Volunteers

In addition to our regular Monday Meetings, the volunteers and I presented to 6th grade at White House Middle school on January, 13. The presentation was on Tennessee Homecoming '86 and how that statewide event resulted the replica of the White House Inn which was built as the city's first library. We bring enlarged pictures with our presentations, and at this presentation we were able to show Lamar Alexander at the dedication of the new library in 1986.



The Museum volunteers worked a total of 27 hours in January.

Exhibits

Quilt display through February 27, 2020.



Parks, Recreation, & Cultural Arts Department
January 2020

Tours at Museum

In addition to our regular walk-in tours of the museum, there were some special tours this month. Sumner County Tourism staff visited the museum as well as White House's senior citizens group.



Donations to Museum

Linda Cheney donated for George A. Huff Jr. 10 prints by the artist J. T. Albert. Three of these prints are new prints to the museum.

Jerry Denton donated a photo book from membership of the Kiwanis Club.

Events Attended

January 15 Handshakes and High Fives White House Middle School

January 16 Committee Meeting for City's 50th Birthday Celebration

January 21 White House Area Chamber of Commerce Monthly Luncheon - guest speaker, Jerry Herman

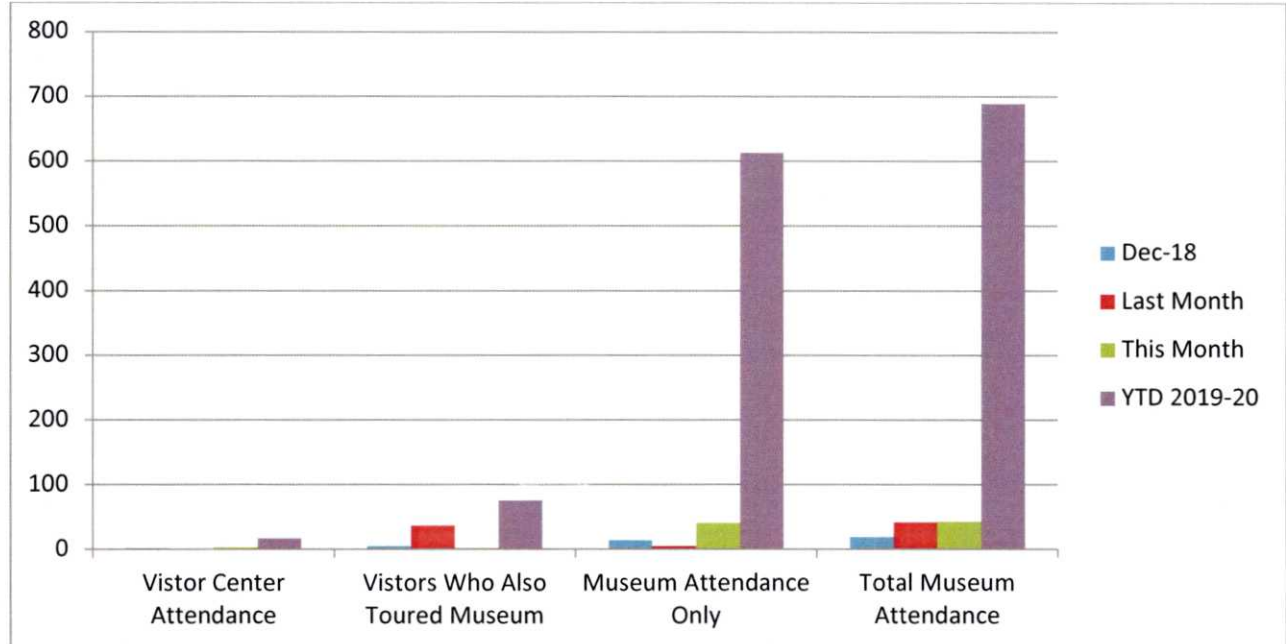


Parks, Recreation, & Cultural Arts Department
January 2020

Visitors' Center and Museum Attendance

Visitors' Center	Visitors Who Also Toured Museum	Museum	Total Museum Visitors
3	2	41	43

Museum/Visitor Center Usage



Seniors

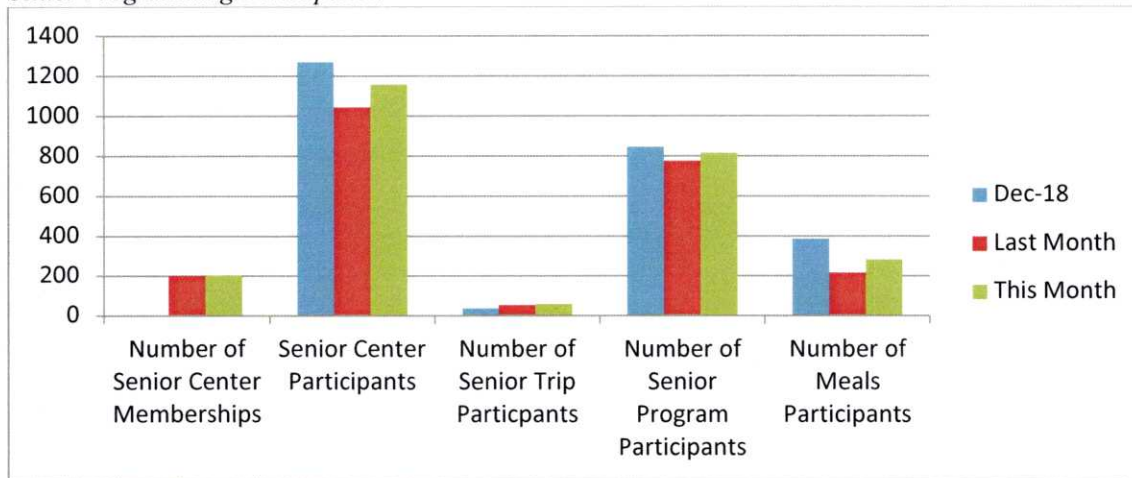
Outings/Events:

Board Game Day: 2
 Bowling 2 trips: 28
 TN State Museum: 14
 Movie at Center: 32
 Tanglewood Farms: 17
 Bunco: 8
 Bible Study: 14
 Farmers Rummy: 9
 TOTAL: 124

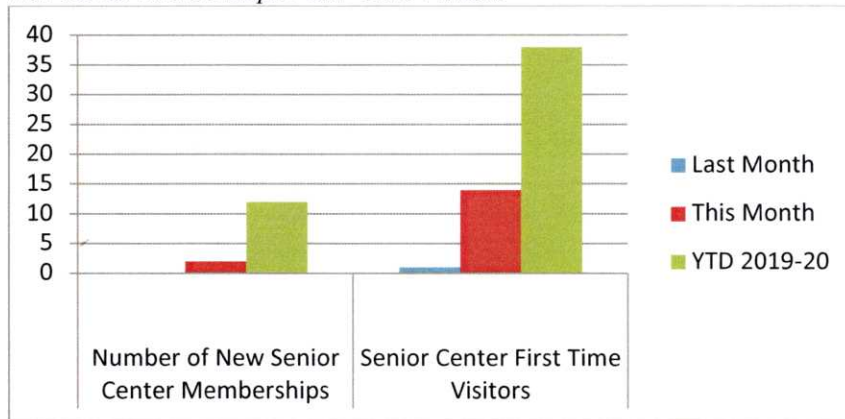
Current Members	New Members	First Time Visitors
203	2	14

**Parks, Recreation, & Cultural Arts Department
January 2020**

Senior Programming/Participation



New Senior Memberships/First-Time Visitors



White House Public Library
January 2020

Summary of Activities

The library budget committee met on January 6th. The committee made some changes to the library director's proposed budget and then voted to take it to the board for review.

The marketing committee met on January 9th. The committee discussed the date of the Library's Fandomcon, different types of panels/performers they would like to see at the event and how they would relate to the fantasy theme.

The library board met on January 9th. The board voted to accept the budget proposal and the inclement weather policy. They then completed their annual review of the library director.

The library director attended a REdi Foundation meeting on January 10th. The group looked at the Hall of Fame event and discussed the venue, sponsors, and nominees. The library director was asked to be on the selection committee to review the nominees and select this year's recipients. The library director met with the selection committee on January 16 and the group was able to select an individual from each high school.

The library director went to a leadership development training at the regional library on January 14th.

The library director and HR director conducted interviews for part time library clerks on January 15th. Three individuals were offered positions to fill vacancies.

The catalog librarian and library assistant attended a catalogers meeting to discuss changes to the software and cataloging upgrades.

The library director attended the WH Chamber luncheon to hear the city administrator present his report on the city.

The library director, children's librarian, library assistant, and library supervisor met on January 22nd to discuss progress on the Summer Reading Internship and Tween Library Challenge. The group made a lot of progress and hopes to have the Summer Reading Internship in place before the summer. The estimated Tween Challenge startup date is August 2020.

The library director met with her mentor Martha Hendricks on January 28th. Martha came to visit the WH library and at this meeting the library director was able to get some good ideas from Martha on some possible changes.

The library director and children's librarian went to Chief Bryson's farewell party on January 29th to wish him the best.

The library director attended the budget retreat on January 30th. The library director listed the outdoor internet reading space as a possible project and gave it a matrix score. It was then discussed by the rest of the department heads and rated. The library will now present the proposal to the Mayor and Aldermen at the March budget retreat.

Department Highlights

The highlights for the month was getting the library's three part time vacancies filled and the start of the budget retreat that hopefully will yield improvements to the library.

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

Official Service Area Populations

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

January Membership

Cumulative Members

Year	New Members	Updated Members	Total Members	% of Population with Membership
2016	123	320	10,651	78
2017	106	409	11,893	86
2018	84	271	7,073	51
2019	111	283	8,376	59
2020	100	332	9,496	66

The library did a purge of inactive users in July of 2017 and will do another purge at the beginning of 2020. This purge will help better reflect the number of people that are actually using the library.

Total Material Available: 36,483

Estimated Value of Total Materials: \$912,075

Last Month: \$908,225

Total Materials Available Per Capita: 2.56

Last Month: 2.55

State Minimum Standard: 2.00

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

Materials Added in January

2016	2017	2018	2019	2020
388	158	350	436	176

Yearly Material Added

2016	2017	2018	2019	2020
3,674	3,602	3,004	3,947	176

Physical Items Checked Out in January

2016	2017	2018	2019	2020
4,944	5,245	4,926	4,954	4,809

Cumulative Physical Items Check Out

2016	2017	2018	2019	2020
63,252	63,421	59,017	65,522	4,809

January

Miscellaneous Items	2016	2017	2018	2019	2020
Technology Devices	7	52	48	51	28
Study Rooms	43	64	67	95	77
Lego Table	147	215	213	200	246
Games and Puzzles	0	36	47	69	96
Seeds	0	196	20	0	16
Test Proctoring	0	3	1	2	2
Charging Station	0	7	6	6	11
STEAM Packs	*	*	*	22	30
Cake Pans	*	*	*	1	1
Notary Services	*	*	*	*	13

Yearly Totals

2016	2017	2018	2019	2020
299	585	597	514	28
821	828	1,000	1,238	77
2,094	2,643	1,808	2,189	246
510	528	690	906	96
82	1,197	586	333	16
9	56	149	158	2
26	86	84	155	11
*	*	133	308	30
*	*	6	25	1
*	*	*	16	13

January

Library Use	2016	2017	2018	2019	2020
Library Visits	*	*	3,911	4,549	4,155
Website Usage	*	*	836	1,092	1,718
Library Volunteers	26	12	17	17	14
Volunteer Hours	143	84	98	106	155

Yearly Totals

2016	2017	2018	2019	2020
*	*	52,565	55,728	4,155
*	*	2,517	16,935	1,718
251	214	173	193	14
1,665	1,546	1,337	1,658	155

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

Universal Class January Counts

Sign-ups	Courses Started	Videos Watched	Lessons Viewed	Class Submissions
1	3	8	22	19

Cumulative Counts

Year	Sign-ups	Courses Started	Lessons Viewed	Class Submissions
2017	27	39	273	258
2018	23	50	655	452
2019	27	50	384	217
2020	1	3	22	19

Computer Users

January	2016	2017	2018	2019	2020
Wireless	547	705	1131	731	592
Adult Computers	337	396	298	369	375
Kids	117	152	142	186	194

Yearly Computer Users

2016	2017	2018	2019	2020
8,367	8,725	9,024	7,428	592
4,640	4,135	4,314	4,228	375
2,136	2,209	1,970	2,019	194

Programs

1,000 books	Monthly Sign ups	Yearly Sign ups	100 mark	500 mark	Completions
2018	7	29	2	0	0
2019	0	60	7	5	2
2020	6	66	2	0	2

Monthly

January Kids	Kids Sessions	Kids Attendance
2016	16	155
2017	19	296
2018	13	242
2019	15	237
2020	12	260

Yearly Totals

Kids Sessions	Kids Attendance
178	2,988
181	4,268
146	4,260
154	4,201
12	260

In January, the library held 4 toddler story times, 4 preschool story times, 3 crafternoon/movie programs and one special music program. The music program was run by the new music school in town, WH Music & More.

Monthly

Jan	Teen Events	Teens Present
2016	4	10
2017	2	7
2018	5	20
2019	6	22
2020	5	32

Yearly

Teen Events	Teens Present
69	187
47	481
82	432
68	518
5	32

Monthly

Jan	Tween Events	Tweens Present
2019	1	107
2020	2	9

Yearly

Tween Events	Tweens Present
10	150
2	9

The library held 1 creative writing night, 2 cosplay club meetings, 1 Teen Advisory Board meeting, and one event night. The library held two board game nights for the tweens.

Monthly

January Adults	Adult Sessions	Adult Attendance
2016	4	17
2017	15	65
2018	13	52
2019	14	88
2020	11	54

Yearly

Adult Sessions	Adult Attendance
61	662
145	689
175	1,009
157	1,343
11	54

The library held 3 device advices, 3 art classes, 1 garden club, 1 photography club, 2 book club meetings and its stitched club.

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

Interlibrary Loan Services

January	2016	2017	2018	2019	2020
Borrowed	27	12	71	58	53
Loaned	30	37	31	37	20

Yearly Interlibrary Loan Services

2016	2017	2018	2019	2020
668	562	643	866	53
249	305	375	888	20

January 2020 R.E.A.D.S.

Adults	Juvenile
2081	144

19-20 Yearly Totals

Adult	Juvenile
13,570	836

18-19 Yearly Totals

Adult	Juvenile
21,899	1,189

17-18 Yearly Totals

Adult	Juvenile
15,773	725

The READS statistics come from the state.

CITY COURT REPORT

January 2020

CITATIONS

TOTAL MONIES COLLECTED FOR THE MONTH \$8,180.79

TOTAL MONIES COLLECTED YTD \$45,303.73

STATE FINES

TOTAL MONIES COLLECTED FOR MONTH \$1,439.39

TOTAL MONIES COLLECTED YTD \$12,254.18

TOTAL REVENUE FOR MONTH \$9,620.18

TOTAL REVENUE YTD \$57,557.91

DISBURSEMENTS

LITIGATION TAX \$637.05

DOS/DOH FINES & FEES \$180.50

DOS TITLE & REGISTRATION \$190.00

RESTITUTION/REFUNDS \$0.00

ONLINE CC FEES \$96.04

CARD FEES \$55.25

WORTHLESS CHECKS \$0.00

TOTAL DISBURSEMENTS FOR MONTH \$1,158.84

TOTAL DISBURSEMENTS YTD \$6,643.21

ADJUSTED REVENUE FOR MONTH \$8,461.34

TOTAL ADJUSTED REVENUE YTD \$50,914.70

DRUG FUND

DRUG FUND DONATIONS FOR MONTH \$387.12

DRUG FUND DONATIONS YTD \$3,410.96

Offenses Convicted & Paid For Month	Count	Paid
Careless Driving	2	\$189.01
Financial Responsibility Law	28	\$947.27
Registration Law	23	\$1,221.04
Texting/Miscellaneous	2	\$76.00
Animal Control	1	\$0.00
Child Restraint	2	\$77.06
DL Exhibited	1	\$0.00
Red Light	6	\$458.02
Following Too Closely		
Stop Sign	6	\$359.56
Speeding	44	\$4,239.75
Seat Belt	2	\$50.00
Failure To Yield		
Exercise Due Care	7	\$336.04
Parking Where Prohibited	1	\$51.00
Total	125	\$8,004.75

RESOLUTION 20-01

**A RESOLUTION OF THE CITY OF WHITE HOUSE, TENNESSEE, ADOPTING SECTION 125
PREMIUM ONLY PLAN FOR PLAN YEAR ENDING MARCH 31, 2021.**

WHEREAS, the undersigned Secretary or Principal of the City of White House (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on February 20, 2020, and that such resolutions have not been modified or rescinded as of the date hereof;

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

Section 1. The form of Amended Section 125 Cafeteria Plan effective April 1, 2020 presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Section 2. The Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the plan.

Section 3. The proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Premium Only Plan, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

Adopted this 20th day of February 2020.

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

Adoption Agreement (2020)

For City of White House

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer:** City of White House
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **April 1, 2020**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective October 1, 2004.
4. **Plan Year:** The Amended Plan year shall begin on **April 1, 2020**, and end on **March 31, 2021**. Future plan years will be based on the same twelve-month period beginning each **April 1** and ending each **March 31**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. ☒ (X) State of Tennessee
 - b. ☐ () Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
City of White House

Plan Document

As Amended and Restated for 2020

For City of White House

Section 125 Premium Only Plan

Introduction

Article I Definitions

Article II Participation

Article III Contributions to the Plan

Article IV Benefits

Article V Participant Elections

Article VI Health Savings Account Program

Article VII Administration

Article VIII Amendment or Termination of Plan

Article IX Miscellaneous

Introduction

The Employer has adopted this Plan to allow Employees to choose between cash compensation and certain benefits based on their own particular goals, desires and needs.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended. The Plan is also intended to meet any applicable state mandates that may otherwise apply to the Employer as an employer of Employees who are eligible to participate in a "premium only plan" sponsored by the Employer, as applicable.

Article I — Definitions

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and which shall also include any governing regulations or applicable guidance thereunder.

1.5 "Compensation" means the compensation received by the Participant from an Affiliated Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.

1.6 "Dependent" means for purposes of the Premium Only Plan, any individual who is defined as a dependent (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year or Qualifying Relative who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)), as applicable.

Certain provisions of "Michelle's Law" in which the requirement that a Dependent child have a full-time status in order to extend coverage past a stated age will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as reduction of hours).

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.7 "Effective Date" means the effective date as specified in Item 2 of the Adoption Agreement.

1.8 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.9 “Eligible Employee” means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an “Eligible Employee” if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not “Eligible Employees” and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.10 “Employee” means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.11 “Employer” means the Corporation or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer, where appropriate (as defined in Section 1.2), which shall adopt this plan; and any successor, which shall maintain this Plan; and any predecessor, which has maintained this Plan.

1.12 “Health Savings Account” means an account established in accordance with Code Section 223(d) to which part of any Eligible Employee’s Cafeteria Plan Benefit Dollars may be allocated.

1.13 “Highly Compensated Employee” means, for the purposes of determining discrimination, an Employee described in Code Section 125 and the Treasury Regulations thereunder.

1.14 “Healthy Savings Account Trustee” means the designated Trustee (as defined under Code Section 223(d)(1)(B) of any Trust established for qualifying account beneficiaries who elect to establish a Health Savings Account.

1.15 “Insurance Contract” means any contract issued by an Insurer underwriting a Benefit.

1.16 “Insurance Premium Payment Plan” means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.17 “Insurer” means any insurance company that underwrites a Benefit under this Plan.

1.18 “Key Employee” means an employee defined in Code Section 416(i)(1) and the Treasury regulations there under.

1.19 “Participant” means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.20 “Plan” means this instrument, including all amendments thereto.

1.21 “Plan Year” means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on the date that such Participant began participating in the Plan and ending on the last day of such Plan Year.

1.22 “Premium Expenses” or “Premiums” mean the Participant’s cost for the insured Benefits described in Section 4.1.

1.23 “Qualifying Child” means an individual who, unless otherwise described under Code Section 152(b):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee’s household;
- Who has the same principal residence, if allowed under local law, as the Employee for more than one-half of the current taxable year;
- Is younger than the taxpayer claiming such individual as a qualifying child, and is under the age of 19 as of the end of the Plan Year in which the Employee was eligible under this Plan, or is under the age of 24 when covered as a full time student (as defined under Code Section 152(f)(2)), after consideration of Code Section 152(c)(3) as applicable;
- Has not provided over one-half of his or her own support during the current Plan Year; and
- Who has not filed a joint return (other than only for a claim of refund) with the individual’s spouse under section 6013 for the taxable year beginning in the calendar year in which the taxable year of the taxpayer begins; or
- Is a child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year.

1.24 “Qualifying Relative” means an individual who, unless otherwise described under Code Section 152(d) or (e):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee’s household;
- Has (with the exception of certain handicapped dependents described under Code Section 152(d)(4)) gross income for the Plan Year that is less than the allowable income exemption amount (as defined under Code Section 151(d) for that taxable year);
- For whom the Employee provides over one-half of the individual’s support for that calendar year; and
- Is not an otherwise Qualifying Child of the Employee for any portion of the Plan Year.

1.25 “Regulations” means either temporary, proposed or final regulations, as applicable, issued from the Department of Treasury, as well as any further related guidance or interpretations issued as applicable.

1.26 “Salary Redirection” means the contributions made by Participants for benefits pursuant to Section 3.1.

1.27 “Salary Redirection Agreement” means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant’s behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, does not become currently available to the Participant.

1.28 “Spouse” means spouse as determined under the Internal Revenue Code.

1.29 “Uniformed Services” means any branch of the armed services when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article II — Participation

2.1 Eligibility

As to each Benefit provided hereunder, any Employee shall be eligible to participate as of the date he satisfies the eligibility conditions set forth in the policy or plan providing such Benefit, the eligibility provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 Effective Date of Participation

(a) With respect to Benefits described in 4.1 An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the requirements of Section 2.1 or the Effective Date of this Plan.

(b) If an Eligible Employee terminates employment after commencing participation in the Plan, except as otherwise provided in the applicable policy or plan providing a Benefit, such terminated Participants who are rehired within 30 days or less of the date of termination of employment shall not be considered a newly eligible employee and will be reinstated with the same election(s) such individual had before termination. If a terminated Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the individual shall be treated as a newly Eligible Employee and may make a new election under procedures otherwise set forth within this section or Section 5.1 below as applicable.

2.3 Application to Participate

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form, which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement, to elect to reduce salary to pay for allowable Benefits, during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee’s effective date of participation pursuant to Section 2.2. A failure to execute a Salary Redirection Agreement shall constitute an election by the Eligible Employee to receive his or her full salary or other compensation in lieu of Benefits available hereunder.

2.4 Termination of Participation

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.5;
- (b) His death; or
- (c) The termination of this Plan, subject to the provisions of Section 8.2.

2.5 Termination of Employment

If a Participant terminates employment with the Employer for any reason other than death, his participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223.

When an employee ceases to be a participant, the cafeteria plan must pay the former participant any amount the former participant previously paid for coverage or benefits to the extent the previously paid amount relates to the period from the date the employee ceases to be a participant through the end of that plan year.

Article III — Contributions to the Plan

3.1 Salary Redirection

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his Compensation during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the date the Employee began participating in the Plan up to and including the last day of the Plan Year.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 Application of Contributions

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Salary Redirection Agreement for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 Periodic Contributions

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be made on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure under which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pro rate basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

Article IV — Benefits

4.1 Benefit Options

Each Participant may elect to have his full compensation paid to him in cash or elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the optional Benefits or any other group-insured or self-funded Benefit permitted under Code Section 125, including Marketplace/State Exchanges Small Business Health Options Program (SHOP Exchange) or federally facilitated Small Business Health Options Program (FF SHOP), which is offered by the Employer as set forth in the Adoption Agreement. If selected as an available Benefit Option under the Employer's Adoption Agreement, each Eligible Individual may elect coverage under the Health Savings Account Plan option, in which case Article VI shall apply.

The employer may select suitable health and hospitalization Insurance Contracts for use in providing health benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

4.2 Description of Benefits

Each Eligible Employee may elect to have the Administrator pay those contributions that the Employee is required to make to the Benefit options described under Section 4.1 as a condition for the Employee and his Dependents to participate in those Benefit options.

4.3 Nondiscrimination Requirements

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

Article V — Participant Elections

5.1 Initial Elections

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2 or for a newly Eligible Employee, no more than 30 days after their date of hire. For any such newly Eligible Employee, if coverage is effective as of the date of hire pursuant to Section 2.1 above, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected on the first pay period on or after his or her election was received. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made. Any failure to elect the Benefits set forth herein shall constitute an Employee's election not to participate in the Plan during that Plan Year until a valid Election is otherwise made in the manner set forth herein.

5.2 Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, Salary Redirection Agreement, which Benefit options he wishes to select. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Eligible Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 Failure to Elect

Any Participant failing to complete a Salary Redirection Agreement pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No Salary Redirections shall therefore be authorized or made for such subsequent Plan Year for such Benefits.

5.4 Change in Status

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel Medical Benefit, Dental Benefit, or Vision Benefit for any individual other than the one who loses eligibility for such Benefit due to such an event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage under a family member plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or the individual is dependent becomes eligible for continuation coverage under the Health Benefit, Dental benefit, or Vision Benefit as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation or the Dependent ceasing to satisfy the eligibility requirements for coverage.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or returns from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: an event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, spouse or dependent.

(b) Notwithstanding subsection (a), Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights or the Family and Medical Leave Act.

A Participant may change an election for the Health Insurance Benefit during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants).

Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), Participants may change elections to cancel Health Insurance Benefit for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the Health Insurance Benefit of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Notwithstanding subsection (a), Participants may make a prospective election change to add the Health Insurance Benefit for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent, if such individual(s) lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal

organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the Health Insurance Benefit of the individual who loses Medicare or Medicaid eligibility.

(f) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage is allowed to prospectively revoke or change his or her election with respect to the accident or health plan during open enrollment of a Marketplace Qualified Health Plan (QHP) as outline by the Affordable Care Act (ACA).

The new coverage in a QHP shall be effective no later than the day immediately following the last day of the original coverage that is revoked.

(g) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for the Health Insurance Benefit are allowed to prospectively revoke his or her election with respect to the accident or health plan if the Participant is moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours of service per week) and seek coverage in another plan that provides minimum essential coverage.

The new coverage shall be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(h) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage; or drop coverage prospectively if there is no other benefit package option available that provides similar coverage. This Plan treats coverage by another Employer, such as a spouse's or dependent's employer, as similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(i) If the cost of a Benefit Package Option provided under the plan decreases significantly during a Plan Year, the Administrator shall permit the affected Participants to either make corresponding changes in their payments; and employees who are otherwise eligible under the Plan may elect the Benefit Package Option, subject to the terms and limitations of the Benefit Package Option.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage.

If the coverage under a Benefit is significantly curtailed, and such curtailment does not result in a loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on prospective basis coverage under another plan with similar coverage.

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit Package Option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been

eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

(j) A Participant may make a prospective election change to add the Health Insurance Benefit for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(k) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Article IV, a participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder. A Participant shall be permitted to change his or her Salary Redirection with respect to the Health Savings Account no less often than monthly.

Article VI - Health Savings Account Plan

6.1 Establishment of Plan

This Health Savings Account Plan (hereinafter the "HSA") is intended to qualify as a program under Code Section 223 and shall be interpreted in a manner consistent with such Code Section. The Health Savings Account Program is provided and administered by the HSA Trustee.

6.2 Coordination with Premium Only Plan Benefits

All Participants under the Premium Only Plan are eligible to receive Benefits under this HSA, as long as they otherwise meet the definition of an Eligible Individual set forth under Code Section 223. The Employer may allow employees to make contributions to the HSA with pre-tax dollars, as governed and elected under the Adoption Agreement. In circumstances in which Employees are allowed to make pre-tax contributions to the HSA, the Employer shall also have the option of making contributions to the Employee's HSA as well, through usage of this Plan and as otherwise set forth herein after consideration of, among other provisions, Article III and Article IV accordingly related to applicability of Employer contributions and applicable nondiscrimination standards. The enrollment and termination of participation under the Premium Only Plan shall constitute enrollment and termination of participation under this HSA. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan.

Article VII— Administration

7.1 Plan Administration

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of ERISA (to the extent it applies), the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Eligible Employees. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- (h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations there under.

7.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Participants.

7.4 Application of Benefit Plan Surplus

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

7.5 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.6 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith and not negligent.

Article VIII — Amendment or Termination of Plan

8.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant.

8.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further Salary Redirections shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

Any amounts remaining in any such account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus.

Article IX — Miscellaneous

9.1 Plan Interpretation

All provisions of this Plan shall be governed and interpreted by the Employer, or its delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 Gender and Number

Wherever any words are used herein in the masculine, feminine, or gender neutral, shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations there under relating to Cafeteria Plans.

9.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or Employee or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 Employer's Protective Clauses

(a) Upon the failure of either the Participant or the Employer to obtain any Insurance Contract contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer's liability to the Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his sole discretion, shall see fit.

(c) The Employer shall not be responsible for the validity of any Insurance Contract or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 Funding

Unless otherwise required by law, Participant Salary Redirections need not be placed in trust or dedicated to a specific Benefit, but shall instead be held in the general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 Governing Law

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state or commonwealth specified in the Adoption Agreement.

9.12 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event a Participant, Spouse or Dependent loses coverage under the Premium Only Plan such Participant, Spouse and Dependent will be entitled to continuation coverage as required in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

9.15 Family and Medical Leave Act

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, after consideration of Treasury Regulation Section 1.125-3 as applicable, the Employer will continue to maintain the Participant's benefits under this Plan on the same terms and conditions as though he/she were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his/her coverage). If the Employee opts to continue his/her coverage, the Employee may pay his/her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he/she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his/her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his/her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to him/her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold "catch-up" amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his/her leave, or as otherwise required by the FMLA.

Furthermore, if a Participant goes on a qualifying paid leave under the FMLA, to the extent required by the FMLA, the Employee will continue coverage while on FMLA by the method normally used during any paid leave. In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

9.16 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

9.17 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations there under, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

9.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

- (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable;
- and
- (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** By adopting this Plan, the Employer must provide certification to the Plan that it agrees to:

- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

9.19 COMPLIANCE WITH HIPAA SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.
- (d) **Security Incidents.** The Employer will report to the Plan any security incident, as defined in the HIPAA Security Standards, of which it becomes aware.

9.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

9.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

9.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

ORDINANCE NO. 20-01

AN ORDINANCE TO AMEND THE ZONING MAP FROM ROBERTSON COUNTY C-1 LIGHT INDUSTRIAL, TO C-6, TOWN CENTER RESIDENTIAL FOR PROPERTY LOCATED AT 301 AND 307 HWY 76 AND ELEMENTARY DRIVE PARCEL 049.01

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

WHEREAS, the City's Comprehensive Land Use plan designates the general area as the 76 West Corridor; and,

WHEREAS, The City of White House Regional Planning Commission on December 9, 2019 reviewed and discussed this proposed zoning map amendment voted unanimously to approve recommendation request to the Board of Mayor and Aldermen and,

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

SECTION 1. That the City of White House Zoning Map be amended from Robertson County C-1, Central Business District to C-6, Town Center Residential for the properties attached as "EXHIBIT A" and described as follows:

PROPERTY TAX MAPS 07I, GROUP B, PARCEL 049.00, 107I, GROUP B, PARCEL 049.01, AND 107I, GROUP B, PARCEL 050.00. (Parcel .49.00.**40 ACRES**), (PARCEL 49.01 **.33 ACRES**) (PARCEL 50.00 **.33 ACRES**) AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF ROBERTSON COUNTY, TENNESSEE.

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

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

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

First Reading: January 16, 2020 PASSED

Second Reading: February 20, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

ORDINANCE NO 20-01
"EXHIBIT A"



January 28, 2020

M E M O R A N D U M

To: Board of Mayor and Aldermen
From: Jason Barnes, Finance Director
CC: Gerald Herman, City Administrator
Re: Budget Amendment III (2/20/2020)

The following budget amendment is recommended for approval. The only item on this budget amendment is for the Industrial Development Fund – Capital Outlay line because the Visitor Center Renovation (Phase 5) Exterior Rehabilitation project bid came in over budget. This project had an original budget of \$175,000 and the only bid received was for \$219,000. Since the Industrial Development Fund doesn't have as much flexibility in total appropriated funds as other major funds, the purchase order for this project cannot be issued until this amendment has passed the second reading.

Should you have any questions related to this budget amendment, please let me know.

Jason Barnes
Finance Director
615-672-4350 x 2103
jbarnes@cityofwhitehouse.com

ORDINANCE 20-02

AN ORDINANCE OF THE CITY OF WHITE HOUSE, TENNESSEE, AMENDING THE FISCAL BUDGET FOR THE PERIOD ENDING JUNE 30, 2019.

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, 2020 is hereby amended as part of the attached exhibit.

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

First Reading: February 20, 2020

Second Reading: March 20, 2020

Michael Arnold, Mayor

ATTEST:

Derek Watson, City Recorder

City of White House
Budget Amendment III
February 20, 2020

				<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Amendment</u>
120	27100	Industrial Development Fund	Fund Balance (ending)	129,429	79,429	(50,000)
120	48000 900	Industrial Development Fund	Capital Outlay	175,000	225,000	50,000

1. To amend current 2019-2020 budget to recognize unbudgeted costs related to Visitor Center Renovation (Phase 5) Exterior Rehabilitation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FRIENDS OF THE WHITE HOUSE LIBRARY
AND CITY OF WHITE HOUSE**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Friends of the White House Inn Library, whose address is P.O. Box 1445, White House TN, 37188, and the City of White House, whose address is 105 College St., White House, TN 37188.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Friends of the White House Inn Library and City of White House will handle the two copier machines and two coin machines located in the White House Library.

3. Terms of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for 5 years from the date it is signed, subject to the terms hereof. This MOU may be terminated by either party upon 30 day written notice, which shall be delivered by certified mail to the addresses listed above.

4. Responsibilities of City of White House. The City of White House shall (i) enter into a lease agreement under the state contract for two copier and two coin vending machines, (ii) pay the leasing cost for such machines, (iii) pay the cost of each individual print for both staff and patrons, including any increase in lease/print cost, and (iv) fulfill any other requirements of the aforementioned lease agreement.

5. Responsibilities of the Friends of the White House Library. The Friends of the White House Inn Library shall (i) stock the coin vending machines with funds, as needed, upon notification by the City of White House, (ii) count and collect the revenue from the machines, (iii) deposit revenue into their own bank account, and (iv) keep accounting records of said funds, and provide said records to the City of White House on an annual basis.

6. General Provisions.

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. This construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Tennessee. The courts of the State of Tennessee shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue.

C. Entirety of Agreement. This MOU, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties of this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Friends of the White House Inn Library

Name and Title

Date

Name and Title

Date

City of White House, Tennessee

Name and Title

Date

Name and Title

Date

OTHER BUSINESS...



2/12/2020

City of White House
Attn: Amanda Burns
105 College Street
White House, TN 37188

RE: Cigna Health Renewal #6828401

Dear Amanda-

For the 2020 plan year, Hylant completed a market review of the health insurance for the City of White House and made the recommendation to continue the partnership with Cigna Healthcare. Our recommendation is based on your group size, funding design, plan design, network access, network pricing, claims history, and service model.

The initial rate analysis from Cigna concluded that a 19.5% increase to current premiums would cover the Health Plan costs with no plan design changes needed for the next policy year. Prior to marketing the plan to other carriers, Cigna requested the opportunity to go back to underwriting and ask for more competitive rates. Due to the initial interviews, group experience, and the Cigna healthcare partnership, Cigna Healthcare agreed to reduce the increase to a flat 8% for the 2020-2021 plan year. This decrease also includes a decrease in the Telemedicine copay to \$10, down from \$20 during the previous plan year. It is Hylant's recommendation to renew the City of White House's medical insurance with Cigna Healthcare for the 2020-2021 policy year.

The only other benefit change was a slight increase of 7.91% to the Vision insurance, which is also offered by Cigna. Even with the increase, Cigna is still below market with their bundled savings. Vision is a voluntary benefit and 100% employee paid. All other Cigna ancillary products are under a rate guarantee until April 1, 2022. It is our recommendation that the City of White House should renew all ancillary products as-is with their current carriers.

Please feel free to contact me if you have any questions.

Regards,

Chip Wooten
Client Executive
Hylant Nashville

DISCUSSION ITEMS...

OTHER INFORMATION....