City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 28, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Present, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer Ed Calhoun, Calhoun Tabernacle of Praise

FUTURE MEETINGS

Family Assistance Commission, August 3 at 6 p.m.

Planning Commission, August 3 at 7 p.m.

Bartlett Station Commission, August 5 at 7:30 a.m.

City Beautiful Commission, August 6 at 7 p.m.

Bartlett Historical Society, August 10 at 7 p.m.

RECOGNITIONS

Update on Horton Subdivision and Calhoun Tabernacle of Praise

Reverend Ed Calhoun, along with his wife Sara, moved to the Horton neighborhood from California ten years ago. The neighborhood was run down, so Rev. Calhoun partnered with the City to improve it. Vacant, dilapidated houses were demolished, streets paved, street lights installed, homes renovated, and a church built. Rev. Calhoun presented the Board a slideshow update on the Horton neighborhood.

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 14, 2015 Board of Mayor and Aldermen Regular Meeting

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	David Parsons, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Nineteen items have been identified as having a potential auction-value of $500 or more and will be auctioned on GovDeals.com.

2 Bid for two automated, side-loader refuse trucks. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Sansom Equipment at a cost of $232,574.00 each for a total of $465,148.00. Funds are available in Account 122.48122.935.

3 Revenue Anticipation Note Debt Obligation Form. (Dick Phebus, Director of Finance)

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for revenue anticipation notes (RAN). The attached form reflects the $8,000,000 RAN approved on July 16, 2015.

4 Office of State and Local Finance Letter Approval for 2015 Capital Outlay Note. (Dick Phebus, Director of Finance)

The Office of State and Local Finance of the Comptroller's Office has approved the 2015 Capital Outlay Note adopted by the Bartlett Board of Mayor and Aldermen on July 15, 2015. Copy of letter attached per Comptroller's requirement.

NEW BUSINESS

1 Resolution 21-15, a resolution to amend the Fiscal Year 2016 General Purpose School Fund. (Dick Phebus, Director of Finance)

State law requires that the City approve all budget amendments for the city school system. This amendment is to accept and spend the funds from the City for the Apple lease purchase agreement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

2 Resolution 22-15, a resolution authorizing the execution and delivery of a lease purchase agreement for the acquisition of computers for the Bartlett City School System and an agreement with the Bartlett City Board of Education for the payment of obligations under the lease purchase agreement. (Ed McKenney, City Attorney)

Alderman Simmons asked for clarification on this resolution. Mayor McDonald explained that the City has agreed to enter into a lease purchase agreement with Apple for computers for the Bartlett City Schools. Under state law, the school system cannot have debt, so the City must enter into agreements on the system's behalf.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Emily Elliott, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

3 Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education. (Ed McKenney, City Attorney)

This memorandum of understanding outlines the payment obligation for the Bartlett City Board of Education to the City of Bartlett for the Apple lease purchase agreement.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Parsons, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

4 First Reading of Ordinance 15-04, an ordinance to establish an updated occupational safety and health program plan, devise rules and regulations, and to provide for a safety officer and the implementation of such program plan. (Peter Voss, Director of Personnel)

Mr. Voss explained that this Ordinance will amend the City's Tennessee Occupational Safety and Health Administration (TOSHA) plan to include the Bartlett City School System.

Alderman Simmons asked if this ordinance will create a new position, Safety Director. Mr. Voss stated that he plans for a current position to be upgraded with the salary increase being paid for by the half cent sales tax increase since the position will be shared with the Bartlett City Schools. A clerical position will be added to the Personnel Department.

RESULT:	**APPROVED ON FIRST READING [UNANIMOUS]**	**Next: 8/11/2015 7:00 PM**
MOVER:	Jack Young, Vice Mayor	
SECONDER:	David Parsons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:24 PM

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 14, 2015 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

Mayor A. Keith McDonald: Present, Alderman W.C. Pleasant: Present, Alderman Emily Elliott: Absent, Alderman David Parsons: Present, Alderman Bobby Simmons: Present, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Vice Mayor Young

FUTURE MEETINGS

Historic Preservation Commission, July 20 at 7 p.m.

BPACC Advisory Board, July 21 at 6 p.m.

Bartlett Arts Council, July 21 at 6:30 p.m.

Design Review Commission, July 21 at 6:30 p.m.

RECOGNITIONS

*****Official Business of the Day*****

MINUTES ACCEPTANCE

Minutes of the June 23, 2015 Board of Mayor and Aldermen Regular Meeting

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Bobby Simmons, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

1 **Special event permit for Stanky Creek 50K/25K Foot Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, September 13 from 7 a.m. to 4 p.m. at Nesbit Park.

2 **Annual Bartlett Kids' Triathlon. (David Thompson, Director of Parks and Recreation)**
The event is scheduled for Saturday, August 8 starting at 7:30 a.m. and will take place in and around the Bartlett Recreation Center.

3 **Purchase two Lucas Mechanical CPR Devices. (Terry Wiggins, Fire Chief)**
Recommend accepting a quote from Physio-Control, Inc. at a total cost of $28,761.15. Funds are available in Account 110.42300.321.

4 **Renewal Bid for Spray and Fertilization Program for Parks Maintenance. (David Thompson, Director of Parks and Recreation)**
Recommend renewing the bid with Herbi-Systems in the amount of $62,678.40 for spraying and fertilizing municipal and athletic fields for Fiscal Year 2016. Funds are available in Account 110.44300.179.

5 **Renewal Bid for Spray and Fertilization Program for Bartlett City Schools. (David Thompson, Director of Parks and Recreation)**
Recommend renewing the bid with Herbi-Systems in the amount of $52,787.50 for spraying and fertilizing athletic fields for Fiscal Year 2016. Funds are available in Account 110.44300.179.

6 **Renewal of Computer-Assisted Dispatch maintenance agreement. (Gary Rikard, Chief of Police)**
Request to renew annual service agreement from Tritech Software Systems for a total cost of $60,911.74. Funds are available in Account 123.48123.264.

7 **Bid for Gotten House porch renovation. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lower bid from Don Austin General Contractor at a cost of $18,969.00. Funds are available in Account 123.48123.921.

8 **Bid for an emergency generator for Fire Station No. 2. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Benchmark Electric, LLC. in the amount of $56,207.17, plus a contingency amount of $7,000.00 for a total cost of $63,207.17. Funds are available in Account 311.48311.780.262.

9 Bid for Bond Work in Gailyn Manor Subdivision and Hampton Grove North Subdivision. (Wade Towles, Assistant Director of Engineering)
Recommend accepting the only bid from Pro-Site Construction, LLC in the amount of $69,275.00, plus a contingency amount of $7,000.00 for a total cost of $76.275.00. Funds are available in Accounts 311.48311.780.4474 and 311.48311.780.4478.

10 Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work. (Rick McClanahan, Director of Engineering)
Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of $16,100. Funds are available in Account 510.51200.179

11 Contract for engineering work for widening of Old Brownsville Road from Austin Peay Highway to Kirby-Whitten Road. (Rick McClanahan, Director of Engineering)
Recommend awarding the engineering contract to Kimley Horn in the amount of $298,293.00. The City of Bartlett's portion is $ 59,659 with the 80 percent being reimbursed from the Tennessee Department of Transportation. Funds are available in Account 311.31148311.772.421.

12 Office of State and Local Finance Letter Approval for 2015 Revenue Anticipation Note. (Dick Phebus, Director of Finance)
The Office of State and Local Finance of the Comptroller's Office has approved the 2015 Revenue Anticipation Note adopted by the Bartlett Board of Mayor and Aldermen on June 9, 2015. Copy of letter attached per Comptroller's requirement.

13 Apple Lease Debt Obligation Form. (Dick Phebus, Director of Finance)
State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for capital lease acquisitions. The attached form reflects capital lease/purchase of Apple Computers for the Bartlett School System.

14 Planning Commission Report for July 2015. (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Site plan for Compass Self Storage was approved with conditions.
Item 2 - Subdivision of six lots within Bartlett Logistics Planned Development, Phase 2 was approved with conditions. An extension for the installation of screening was granted until January 1, 2016.
Item 3 - Site plan for Culpepper Place Assisted Living was approved with staff conditions. Commission amended the site plan's requirement of fence installation, unless Cedar Hall removes its fence, then the requirement will be enforced.
Item 4 - Site plan for River City Church was approved with conditions.
Item 5 - Construction and final plans for McLaughlin Subdivision was approved with conditions.

NEW BUSINESS

1 Appoint Polly Schrimper to the Bartlett Performing Arts and Conference Center Advisory Board. (A. Keith McDonald, Mayor)

Ms. Schrimper will fill the position vacated by Leanne Braddock. Her term will expire December 31, 2016.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

2 Set a Public Hearing for August 11, 2015 for Resolution 17-15, a resolution approving amendments to the Planned Development for Bartlett Logistics P.D. (Terry Emerick, Director of Planning and Economic Development)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

3 Resolution 18-15, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

These uncollectible taxes are from 2002 and prior.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Paula Sedgwick, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

4 Resolution 19-15, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2015, in an amount not to exceed $1,064,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)

The $1,064,000 will be used to fund Fiscal Year 2016's Capital Improvement Program.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

5 Resolution 20-15, a resolution to accept additional reimbursement from Shelby County 911 Emergency Communications District in an amount up to $70,000 and to amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the purchase of equipment. (Dick Phebus, Director of Finance)

Mr. Phebus explained that these grant funds will be used to complete the Vision Air Computer-Assisted Dispatch (CAD) system for the police and court departments. Mayor McDonald noted that a portion of these funds would be used to correct system errors.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Paula Sedgwick, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

6 Appoint Jason Sykes as Director of the Bartlett Performing Arts and Conference Center. (A. Keith McDonald, Mayor)

Mr. Sykes' term will begin August 2015 and end December 2018.

In her absence, Alderman Elliott sent a letter strongly in favor of Mr. Sykes appointment to BPACC Director.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	W.C. Pleasant, Alderman
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick

Swear in Appointee.

Mr. Sykes' wife, Becky, held the Bible as he took the oath of office.

OPEN DISCUSSION

Murphy Farley, 4630 Billy Maher, requested that the Board de-annex his property, along with the other property owners annexed via Ordinance 12-15 effective November 13, 2012. Mr. Farley is angry that citizens weren't allowed to vote on the annexation. This area was in the City's reserve. Mr. Farley doesn't believe he is getting any services he didn't have under Shelby County.

James Harmon, 4460 Billy Maher Road, claims that no property owners involved in the annexation established under Ordinance 12-15 (east of Billy Maher Road, to the existing city limits, south of Old Brownsville Road) received prior notice of the annexation. Mr. Harmon said he gave the City a sewer easement several years ago. He recently contacted the City to find out when he would receive sewer and was told not until the surrounding area was developed.

Mayor McDonald stated that the City followed the state law regarding annexation at the time this area was annexed. Legislation is currently pending at the State Legislature to allow de-annexations.

ADJOURNMENT

Meeting adjourned at 7:23 PM

W.C. Pleasant, Register to the Board of Mayor and Alderman	A. Keith McDonald Mayor

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 07/28/15 07:00 PM
Department: Finance
Category: Proposal
Prepared By: Stefanie McGee
Department Head: Dick Phebus

AGENDA ITEM

Authorization to auction surplus property.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over $500. The following items have been identified as surplus with a potential value of over $500 and are eligible to be sold at public auction.

Department	Year	Make/Model	Color	Vehicle ID#
Police	2003	Honda VTX Motorcycle	Red	1HFSC46053A101599
Police	2000	Chrysler Cirrus	Green	1C3EJ56HXYN269459
Police	2002	Mercury Mountaineer	White	4M2ZU66E12ZJ10940
Police	1999	Dodge 1500	White	1B7HC16Y4XS192910
Police	2003	Ford Ranger	Blue	1FTYR10U23PB54609
Police	2000	Ford SE	Gold	1FAFP3436YW300538
Police	1996	Nissan XE	Red	1N6SD16S2TC358468
Police	2004	Pontiac Gran Prix	Gold	2G2WP522541351065
Police	2001	Chevrolet Astro LS	Maroon	1GNDM19W31B141239
Police	1997	Honda Civic	Green	1HGCD7258VA037500
Police	2000	Jaguar	Silver	SAJDA01C2YFL66138
Police	2004	Volkswagon Passat	Black	MVMRH63B24P056745
Police	2001	Buick LaSabre	White	1G4HP54K414203681
Police	2010	Bombadier Can-Am Spyder Tryke	Black	2BXJBWC16AV001111
Public Works	1998	Alamo 60" Boom Axe	Yellow	AB23-04982
Public Works	2000	Alamo Right Wing Flail Mower	Yellow	SH8819366
Public Works	2000	Alamo 88 Rear Mower	Yellow	IS7460076
Public Works	2009	Woods PRD 7200	Yellow	1086119
Public Works	2001	Dodge 1500 Truck	White	387HC12Y416201240

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

RESULT:	**APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

Meeting: 07/28/15 07:00 PM
Department: Public Works
Category: Bid
Prepared By: Mike Adams
Department Head: Bill Yearwood

ADOPTED

AGENDA ITEM

Bid for two automated, side-loader refuse trucks.

On January 22, 2015 an ad was placed in *The Daily News*. On February 5, 2015 the City of Bartlett received eight bids, which were opened at City Hall.

Bids were received from the following companies:

Samson Equipment	**$232,574.00**
McNeilus	$232,673.00
Scruggs Equipment Company	$233,693.00
TriState Truck Center	$243,725.00
Scruggs Equipment Company	$244,317.00
Scruggs Equipment Company	$256,393.00
CMI Equipment Sales Inc.	$268,187.00
Crows Truck Services Inc.	$269,255.12

We recommend the bid be awarded to Sansom Equipment for a total price of $465,148.00.

Funds are available in Account 122.48122.935

Thank you for your consideration.

RESULT:	**APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 07/28/15 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Department Head: Dick Phebus

Revenue Anticipation Note Debt Obligation Form.

RESULT:	**APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

State Form No. CT-0253
Revised Effective 1/1/14

REPORT ON DEBT OBLIGATION

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

1. Public Entity:

Name: City of Bartlett, Tennessee

Address: 6400 Stage Road
Bartlett, TN 38134

Debt Issue Name: Revenue Anticipation Notes, Series 2015

If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: $ 8,000,000

Premium/Discount: $ 0.00

3. Interest Cost: 0.61 %

☐ Tax-exempt ☑ Taxable

☐ TIC ☐ NIC

☑ Variable: Index 1-mo Libor plus 42 basis points; or

☐ Variable: Remarketing Agent

☐ Other:

4. Debt Obligation:

☑ TRAN ☐ RAN ☐ CON

☐ BAN ☐ CRAN ☐ GAN

☐ Bond ☐ Loan Agreement ☐ Capital Lease

If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:

☑ Unrated

Moody's ______ Standard & Poor's ______ Fitch ______

6. Purpose:

		BRIEF DESCRIPTION
☐ General Government	%	
☑ Education	100.00 %	Issued to meet appropriations made for Bartlett schools
☐ Utilities	%	
☐ Other	%	
☐ Refunding/Renewal	%	

7. Security:

☐ General Obligation

☐ Revenue

☐ Annual Appropriation (Capital Lease Only)

☑ General Obligation + Revenue/Tax

☐ Tax Increment Financing (TIF)

☐ Other (Describe):

8. Type of Sale:

☐ Competitive Public Sale

☑ Negotiated Sale

☐ Informal Bid

☐ Interfund Loan

☐ Loan Program

9. Date:

Dated Date: 7/16/2015

Issue/Closing Date: 7/16/2015

State Form No. CT-0253
Revised Effective 1/1/14

REPORT ON DEBT OBLIGATION

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

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2016	$ 8,000,000	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%
	$	%		$	%

If more space is needed, attach an additional sheet.

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

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

11. Cost of Issuance and Professionals:

☐ No costs or professionals

	AMOUNT (Round to nearest $)	FIRM NAME
Financial Advisor Fees	$ 0	
Legal Fees	$ 0	
Bond Counsel	$ 3000	Bass, Berry & Sims PLC
Issuer's Counsel	$ 0	
Trustee's Counsel	$ 0	
Bank Counsel	$ 1000	McGuire Woods LLP
Disclosure Counsel	$ 0	
______________	$ 0	
Paying Agent Fees	$ 0	
Registrar Fees	$ 0	
Trustee Fees	$ 0	
Remarketing Agent Fees	$ 0	
Liquidity Fees	$ 0	
Rating Agency Fees	$ 0	
Credit Enhancement Fees	$ 0	
Bank Closing Costs	$ 0	
Underwriter's Discount ______%		
Take Down	$ 0	
Management Fee	$ 0	
Risk Premium	$ 0	
Underwriter's Counsel	$ 0	
Other expenses	$ 0	
Printing and Advertising Fees	$ 0	
Issuer/Administrator Program Fees	$ 0	
Real Estate Fees	$ 0	
Sponsorship/Referral Fee	$ 0	
Other Costs ______________	$ 0	
TOTAL COSTS	$ 4000	

State Form No. CT-0253
Revised Effective 1/1/14

REPORT ON DEBT OBLIGATION

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

12. Recurring Costs:

☑ No Recurring Costs

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

13. Disclosure Document / Official Statement:

☑ None Prepared

☐ EMMA link ______ or

☐ Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? ☑ Yes ☐ No

Is there a continuing disclosure obligation agreement related to this debt? ☐ Yes ☑ No

If yes to either question, date that disclosure is due Within 1 yr of FY end

Name and title of person responsible for compliance Dick Phebus, Finance Director

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy? ☑ Yes ☐ No

16. Written Derivative Management Policy:

☑ No derivative

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

Date of Letter of Compliance for derivative ______

Is the derivative in compliance with and clearly authorized under the policy? ☐ Yes ☐ No

17. Submission of Report:

To the Governing Body: on 7/28/15 and presented at public meeting held on 7/28/15

Copy to Director to OSLF: on 7/29/15 either by:

☑ Mail to:
505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

OR

☐ Email to:
StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:

A. Keith McDonald

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	A. Keith McDonald	Karen Neal
Title	Mayor	Member
Firm		Bass, Berry & Sims PLC
Email	kmcdonald@cityofbartlett.org	kneal@bassberry.com
Date	7/16/2015	7/16/2015

Attachment: Bartlett 2015 GO RAN - CT Form Revised Signed.pdf (1556 : RAN CT Form 2015)

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 07/28/15 07:00 PM
Department: Finance
Category: Report
Prepared By: Stefanie McGee
Department Head: Dick Phebus

AGENDA ITEM

Office of State and Local Finance Letter Approval for 2015 Capital Outlay Note.

RESULT:	**APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

July 21, 2015

Honorable Board of Mayor and Aldermen
City of Bartlett
P.O. Box 341148
Bartlett, TN 38134

Dear Mayor McDonald and Aldermen:

Please present a copy of this letter at the next meeting of the Board following receipt of this letter and provide a copy to each Alderman.

This Office received a request on July 21, 2015, from the City of Bartlett (the "City") for approval to issue seven-year capital outlay notes in an amount not to exceed $1,064,000 to be known as the "General Obligation Capital Outlay Notes, Series 2015" (the "Notes").

This Office received a copy of Resolution # 19-15 adopted on July 14, 2015, authorizing the issuance of the Notes to finance various projects including an upgrade to network and communications infrastructure, acquisition of vehicles and equipment for the administrative, police, fire, codes enforcement, public works, and engineering departments and acquisition of vehicles and equipment for the parks department (the "Projects"). The proposed note form was included with the resolution. Please send a copy of the executed note to us along with the completed Report on Debt Obligation.

Debt Management Policy

The City provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

Note Approval

This letter constitutes approval for the City to issue the Notes by informal bid pursuant to T.C.A. §§ 9-21-608 and 9-21-609. Approval of the sale of the Notes is conditioned upon the City's compliance with all relevant provisions of Tennessee law.

This Office has relied upon the City's determination and representation as to the cost of the public works Project.

The City is responsible for insuring compliance with Title 9 Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated, its debt management policy, and the timely payment of outstanding note principal and interest in accordance with the note provisions.

This letter and the approval to issue debt do not address the compliance with federal tax regulations and should not be relied upon for that purpose. The City should discuss these issues with a tax attorney or bond counsel.

This approval is valid for six months after the date of this letter. If the Notes have not been issued within that time, a new note resolution must be passed by the Governing Body and submitted to this Office for approval.

Purpose, Terms, and Life

These Projects meet the definition for public works projects in T.C.A. § 9-21-105, and the City may issue notes under the authority of Title 9 Chapter 21 of the Tennessee Code Annotated to finance such projects. The maturity of the Notes does not exceed the life of the proposed Project as attested by the local governing body. The submitted certified resolution and supporting documents appear to meet the requirements for the issuance of notes in Title 9 Chapter 21 Parts 1, 4, and 6 of the Tennessee Code Annotated. The maximum maturity for the Notes as authorized by the governing body is seven fiscal years after the fiscal year of issuance.

Not less than level debt service is to be paid each year after date of issuance with the balance being paid in the final year of the Notes. In its resolution, the City committed to pay principal on the Notes in an amount at least equal to level debt service in accordance with the requirements of T.C.A. § 9-21-608. This repayment schedule meets the requirements of statute. If the City does not pay the minimum fiscal year principal payments stated in its resolution, the City will not be permitted to convert the Notes to bonds after the two (2) year period commencing on the date of issuance (T.C.A. § 9-21-610).

Nonconforming Obligations

Notes issued contrary to Title 9 Chapter 21 Parts 4 and 6 of the Tennessee Code Annotated or Notes not properly extended are nonconforming obligations. The Comptroller has the option to levy a penalty for notes deemed nonconforming obligations.

Director's Approval Requirement

By issuing debt pursuant to Title 9 Chapter 21 of the Tennessee Code Annotated the City has placed itself under the budget approval authority of the Director of the Office of State and Local Finance (the "Director") for the life of any debt. This authority requires you, as Chief Executive Officer, to submit to the Director, the appropriation resolution for official budget approval within 15 days of adoption, with any necessary supporting documents that substantiate:

- the City's budget is balanced as required by state law,
- the City intends to pay all of its outstanding debt obligations, and
- the annual budget is prepared in a form consistent with accepted governmental standards and as approved by the Director.

This Office can require the City to provide any information or perform any audits necessary to ascertain that the City maintains a balanced budget and make payments on its outstanding debt obligations. If the government is unwilling to submit information to comply with the requirements of T.C.A. § 9-21-403, the approval to issue the Notes is rescinded.

Municipal Securities Rulemaking Board (MSRB) Voluntary Disclosure of Bank Loans

The Municipal Securities Rule Making Board (MSRB) released regulatory notices: MSRB Notice 2011-52, providing guidance on the use of "bank loans" that could be a private placement of municipal securities subject to specific regulatory requirements including disclosure; and MSRB Notice 2012-18, encouraging the voluntary disclosure of bank loan financings through the MSRB's Electronic Municipal Market Access (EMMA®) website (emma.msrb.org). For more information see the preceding notices on the MSRB's website (msrb.org). To learn how to submit disclosure see the link at the bottom of the EMMA website labeled Submit Documents or the Education Center of the MSRB's website.

Report on Debt Obligation

Enclosed is the Report on Debt Obligation. This form must be filed with the governing body of the public entity issuing the Debt not later than forty-five (45) days following the issuance or execution of a debt obligation by or on behalf of any public entity, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letter, or by email to StateandLocalFinance.PublicDebtForm@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation.

Please notify us if the City decides not to issue the Notes. If we may be of further assistance, please feel free to call us.

Sincerely,

Sandra Thompson

Sandra Thompson
Director of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit
Ms. Linda Mooningham, Tennessee Municipal Bond Fund

Encl: Report on Debt Obligation

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

Meeting: 07/28/15 07:00 PM
Department: Finance
Category: Amendment
Prepared By: Dick Phebus
Department Head: Dick Phebus

ADOPTED

AGENDA ITEM

Resolution 21-15, a resolution to amend the Fiscal Year 2016 General Purpose School Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen are required to approve the Bartlett City Board of Education General Purpose School Fund and Education Capital Projects Fund budgets; and

WHEREAS, the School Board has approved a budget amendment to its FY2016 operating and capital budgets at its regular meeting on July 23, 2015 which is labeled "Exhibit A" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the Fiscal Year 2015-2016 General Purpose School Fund and Education Capital Projects Fund Budget amendment is approved, as detailed in "Exhibit A".

Adopted this day of July 28, 2015

______________________________ ______________________________

W.C. Pleasant, Register to the Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: ______________________________
Stefanie McGee, City Clerk

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

EXHIBIT A

Bartlett City Schools
General Fund Budget Amendments
Resolution 3-1 For BCSBOE Approval on July 23, 2015
July 13,2015

	Revenue	Expenditures
Budget Approved on April 23, 2015	($71,250,815.00)	$71,250,815.00
Resoultion 3-1		
$950,000 from City of Bartlett to be used for $500,000 downpayment on student devices, renovations at BHS and Academy, network upgrades		
Increase Nonrecurring Other Local Revenues - 141-44990-00000-000-0000-0000	($950,000.00)	
From $0 to $950,000		
Increase Expenditures		
141-72620-33500-815-1000-0000 (Renovations)		$157,000.00
From $225,000 to $382,000		
141-72810-39900-360-1000-0000 (Down payment, network upgrades)		$793,000.00
From $186,000 to $979,000		
Adjusted 2015-16 General Fund Budget	**($72,200,815.00)**	**$72,200,815.00**
Establish Fund 177 Education Capital Projects Fund Budget		
$990,000 from County Commission for capital improvements		
Revenue - Misc. Refunds - 177-44170-00000-000-0000-0000	($948,655.00)	
Expenditures:		
177-91300-30400-000-0000-0000		$19,845.00
177-91300-39900-000-0000-0000		$928,810.00
Original 2015-16 Education Capital Projects Fund Budget	**($948,655.00)**	**$948,655.00**

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 1562)

Meeting: 07/28/15 07:00 PM
Department: Legal
Category: Agreement
Prepared By: Stefanie McGee
Initiator: Ed McKenney
Sponsors:
DOC ID: 1562

Resolution 22-15, a resolution authorizing the execution and delivery of a lease purchase agreement for the acquisition of computers for the Bartlett City School System and an agreement with the Bartlett City Board of Education for the payment of obligations under the lease purchase agreement.

WHEREAS, the Bartlett City Board of Education ("School Board") has requested that the Board of Mayor and Aldermen of the City of Bartlett ("City") authorize the execution and delivery of a lease purchase agreement (the "Lease") with Apple, Inc., or its affiliate (the "Lessor") for the acquisition of capital improvement property, consisting of computers (the "Property"), for the use and benefit of the Bartlett City school system; and

WHEREAS, the School Board will fulfill all obligations of the City under the Lease including, but not limited to, reimbursing the City as described in the Memorandum of Understanding (the "Agreement") between the School Board and the City; and

WHEREAS, the form of the Lease and the Agreement have been presented to the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee that the following is hereby approved:

Section 1. The Lease. The amount of the Lease shall not exceed $2,940,000 and the term of the Lease shall not exceed four years, which term is less than the useful life of the Property. The form, terms and provisions of the Lease which is before this Board at this meeting are hereby approved, and the Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease in the name and on behalf of the City; the Lease is to be in generally the form now before this Board at this meeting and hereby approved, or with such changes therein not inconsistent with this resolution as shall be approved by the Mayor executing the same, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Lease before this Board at this meeting; and from and after the execution and delivery of the Lease, the officers of the Lessor are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease as executed, all as authorized by Tennessee Code Annotated, Sections 7-51-901 et seq.

Section 2. The Agreement. The form, terms and provisions of the Memorandum of Understanding between the School Board and the City which is before this Board at this meeting are hereby approved, and the Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the City; the Agreement is to be in generally the form now before this Board at this meeting and hereby approved, or with such changes therein not inconsistent with this resolution as shall be approved by the Mayor executing the same, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Agreement before this Board at this meeting; and from and after the execution and delivery of the Agreement, the officers of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 3. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

Adopted this 28th day of July, 2015.

____
W.C. Pleasant, Register to the
Board of Mayor and Aldermen

____
A. Keith McDonald, Mayor

ATTEST: ________________________________
Stefanie McGee
City Clerk

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Emily Elliott, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

July 29, 2015

Teresa Winter
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Re: Apple Financial Services Proposal No. MiLo-115227

Dear Teresa Winter:

The AFS Education Finance Program is pleased to assist City of Bartlett with lease financing for equipment from Apple Inc. (the Lessor). We are pleased to have you as a customer and will do our very best to exceed all of your expectations.

Please review the following documentation carefully. Note: These documents are in the same form as used last year. The documentation includes the following, all of which should be signed by an individual authorized by your school. The documents should be printed and signed as requested, and returned to us as soon as possible, via overnight delivery:

- Lease Schedule 148 **–** Print and sign two copies.
- Certificate of Acceptance **–** Print and sign one copy. Do not insert the date in Paragraph 1. We will contact you to confirm the delivery date and insert that date upon confirmation.
- Notice and Acknowledgement of Assignment **–** Print and sign three copies.
- Certificate of Signature Authority of Lessee **–** print one copy and complete as requested.
- Insurance Request **–** print one copy, complete and sign. If you prefer you may contact your agent directly and have the insurance certificates sent directly to me.
- Essential Use/Source of Funds Certificate **–** print one copy, complete and sign.
- Request for Opinion of Counsel and Standard Opinion of Counsel **–** Forward to Attorney. Also attached is a copy of the opinion issued last year.
- IRS Form 8038-G with instructions.
- Acceptance of Rental Payment Obligation **–** print one copy, complete and sign.

Also enclosed is/are invoice(s) for the first payment(s) due under the lease and/or e-Waste fees. Please process for payment and return with the document package.

In order to facilitate the most efficient and timely processing of your equipment order, the following information should also be provided:

- Purchase Order. The purchase order should reference: a total cost of $2,940,000.00 [$2,940,000.00 for equipment, $0.00 for e-Waste fees (if applicable) and $0.00 for sales tax (if applicable)]; Apple Quote 2202339282; and must include Ship To and Bill To addresses.

The vendor on all purchase order(s) must be:

Apple Inc. c/o Apple Financial Services
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

- Tax Exemption Certificate (if applicable)

Please scan the entire document package (only one copy of each document is necessary) and e-mail to ghubach@appleleasefinance.com, gcapetillo@appleleasefinance.com and erauch@appleleasefinance.com for review, prior to overnighting the documents. Please return the A) ORIGINAL properly executed documentation; B) ORIGINAL purchase order(s); and C) sales tax exemption certificate. Upon our receipt of all of the above items we will process your order for product allocation and shipment.

Return original documents to: Apple Financial Services
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

If you have any questions please do not hesitate to contact me at 888-985-1006.

Sincerely,
GREG HUBACH
AFS Education Finance Program
Contracts Administrator

Financial Services
Education Finance

Lease Documentation Checklist

Documents Required Prior to Shipment — Scanned to Apple

NOTE: Please call Greg Hubach at 888-985-1006 with any questions.

Master Lease Purchase Agreement	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.	_______
Schedule	Lessee Signature, Name/Title & Execution Date	_______
Incumbency Certificate	The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member, OR the Superintendent.	_______
Bank Qualified Designation	This tells us if the issue is "Bank Qualified" or "Non-Bank Qualified"**.**	_______
Lease Payment Instructions	Identify how Lease is to be invoiced.	_______
Insurance Coverage Requirements	Complete name of insurance company and contact information.	_______
Opinion of Counsel	Forward attached document to attorney for completion.	_______
IRS Form 8038-G or 8038-GC	Complete per instructions and sign.	_______
Acceptance of Rental Payment Obligation	Complete and sign.	
Essential Use Audit	Complete in its entirety.	_______
Purchase Order(s)	Purchase Order(s) must include: **Apple Inc. c/o Apple Financial Services 23801 Calabasas Road, Suite 101 Calabasas, CA 91302** as Vendor, Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature. Additionally, please provide third party vendor contacts *(if applicable).* Apple will contact third party vendor(s) regarding invoice remittance.	_______
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_______

NOTE: Please provide scanned copies of the above items to Greg Hubach at ghubach@appleleasefinance.com.

Documents Required Prior to Funding — Mailed to Apple

Originals of all the above	Please mail to: **Apple Financial Services Attention: Greg Hubach 23801 Calabasas Road, Suite 101 Calabasas, CA 91302**	_______
Insurance Certificate or Self-Insurance Letter	Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self insurance letter as described in the "Insurance Coverage Requirements."	_______
Acceptance Certificate	Lessee Signature, Name/Title & Execution Date.	_______
Advance Lease Payment	Invoice attached, if applicable.	_______
Board Resolution or Minutes approving the Lease Purchase	Please provide a copy.	_______

Schedule # 148
Master Lease Agreement # 426

AFS Education Finance

LESSOR: **APPLE INC.** **23801 Calabasas Road, Suite 101** **Calabasas, CA 91302**	**LESSEE:** **CITY OF BARTLETT** **6400 Stage Road** **Bartlett, TN 38134**

EQUIPMENT SCHEDULE

Apple personal computers and other equipment. The final Rent amount will be amended, if necessary, as determined by the final Equipment cost, by Lessor using the rate factor stated below. The Equipment configuration will be determined by invoices presented from Apple Inc., which will be described in the Certificate of Acceptance. The Equipment consists of the following:

Part #	Description	Qty	Price	Extended Price
BL3U2LL/A	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVN2LL/A) (Total Units: 3000)	600	$3,820.00	$2,292,000.00
SF115LL/A	AppleCare for Enterprise for MB - 36 Months - Tier 1 (Below 10,000 Units)	3,000	$216.00	$648,000.00
			TOTAL	$2,940,000.00

TRANSACTION TERMS:

RENT:	$629,752.37 per Year (Tax Exempt)	Equipment Cost:	$2,940,000.00
PAYABLE:	Annually in Advance	e-Waste:	$0.00
ADVANCE RENT:	N/A	Taxes:	$0.00
ADVANCE RENTAL/ DOWNPAYMENT	$500,000.00 due July 29, 2015 (Tax Exempt)	**TOTAL:**	**$2,940,000.00**

EQUIPMENT PURCHASE OPTION at END of LEASE:

X $1.00 ____ Fair Market Value ____ Other:

LEASE TERM: 48 Months (commencing July 1, 2015; the first regular payment is due January 15, 2016 and thereafter 3 additional payments are due, annually on January 15 each year)

EQUIPMENT LOCATION: (IF DIFFERENT FROM LESSEE ADDRESS ABOVE) 6400 Stage Road, Bartlett, TN 38134

LESSEE CONTACT/TELEPHONE: Teresa Winter, 901-416-4250, teresa.winter@bartlettschools.org

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE AGREEMENT BETWEEN LESSOR AND LESSEE IDENTIFIED ABOVE.

IMPORTANT:

READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. THIS SCHEDULE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE. THIS SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN LOS ANGELES COUNTY, CALIFORNIA.

ACCEPTED BY:	*PROPOSED BY:*
LESSOR: APPLE INC.	**LESSEE: CITY OF BARTLETT**
BY: ____________	BY: ____________
NAME & TITLE: ____________	NAME & TITLE: ____________
DATE: July 29, 2015	DATE: July 29, 2015 FED. TAX ID#: ____________

Certificate of Acceptance for Schedule # 148 Master Lease Agreement # 426

AFS Education Finance

LESSOR: **APPLE INC.** **23801 Calabasas Road, Suite 101** **Calabasas, CA 91302**	**LESSEE:** **CITY OF BARTLETT** **6400 Stage Road** **Bartlett, TN 38134**

LEASED EQUIPMENT

PART #	EQUIPMENT MODEL & DESCRIPTION	QTY
BL3U2LL/A	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVN2LL/A) (Total Units: 3000)	600
SF115LL/A	AppleCare for Enterprise for MB - 36 Months - Tier 1 (Below 10,000 Units)	3,000

THE UNDERSIGNED, THROUGH ITS AUTHORIZED REPRESENTATIVE, CERTIFIES TO APPLE INC. THAT:

1. **AS OF __________________________, THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.**
2. **THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.**
3. **THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE. THE COMMENCEMENT DATE SHALL BE JULY 1, 2015.**
4. **THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SCHEDULE NO. 148, THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS AND SUPERSEDES THE SCHEDULE AND IS HEREBY INCORPORATED BY REFERENCE THEREIN. THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS EQUIPMENT SCHEDULE NO. 148 TO THE EXTENT OF THE INFORMATION HEREIN CONTAINED.

LESSEE: CITY OF BARTLETT

BY: ______________________________________

TITLE: ______________________________________

DATE: ______________________________________

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated: July 29, 2015

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Apple Inc. ("Assignor") hereby gives notice that Assignor has assigned to TEQlease, Inc. ("Assignee") all of its rights in and to Schedule No. 426-148 (the "Lease") to Master Lease Agreement 426 dated July 22, 2014, by and between Assignor and City of Bartlett ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by Assignee invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

TEQlease, Inc.
23801 Calabasas Road, Suite 101
Calabasas, CA 91302
818.222.1006

The Federal Tax Identification Number of TEQlease, Inc. is 95-4530085.

Lessee hereby acknowledges the effect of and consents to the Assignment and absolutely and unconditionally agrees to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee. Assignor and Lessee agree that, notwithstanding any provisions of the Lease or any other agreement to the contrary, in the event of default under the Lease (1) Assignee may accelerate the rentals and other amounts due and Lessee is required to pay such amounts and (2) all leases subject to the Master Lease Agreement owned by Assignee or its affiliates and all agreements between Lessee and Assignee or its affiliates shall be in default, but a default under another lease subject to the Master Lease Agreement not owned by Assignee or any of its affiliates shall have no impact on the Lease or any other agreement between the Lessee and Assignee or its affiliates.

Lessee agrees that (1) Assignee shall not have any of the obligations or liabilities of Assignor, (2) Assignee shall have all rights of Lessor under the Lease, including but not limited to all the rights to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, and (3) Lessee shall pay Assignee all rents and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against Assignor, or relative to the equipment, or any other claim of Lessee arising prior to the Assignment.

We request that this Notice and Acknowledgement of Assignment be acknowledged by signing in the space provided below and by returning an original document to us.

Sincerely,
APPLE INC.

By: ______________________

Name: ______________________

Title: ______________________

Date ______________________

ACKNOWLEDGED AND AGREED:
CITY OF BARTLETT

By: ______________________

Name: ______________________

Title: ______________________

Date: July 29, 2015

ACKNOWLEDGED AND AGREED:
TEQLEASE, INC.

By: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

July 29, 2015

Apple Financial Services
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

RE: Schedule 426-148 dated July 29, 2015 to the Master Lease Agreement dated July 22, 2014, ("Agreement"), by and between City of Bartlett ("Lessee") and Apple Inc., ("Lessor").

Dear Apple Financial Services,

I, the undersigned, do hereby certify

(i) that the officer of Lessee

____ ,
please print the name and title of the person who signed the lease documents

identified above, who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and

(ii) that the budget year of Lessee is from ____________________ to ____________________.

Sincerely,

By: ____

Title: ____

Dated: ____

The Certificate of Signature Authority of Lessee should be executed by an authorized individual confirming the executioner of the remaining documents is authorized. This document cannot be signed by the person signing the lease documents.

Financial Services

INSURANCE AGENT ______________________

ADDRESS ______________________

____

TELEPHONE NO. ______________________ EMAIL ADDRESS ______________________

CONTACT ______________________ POLICY NO. ______________________

Re: CITY OF BARTLETT
SCHEDULE 426-148

Apple Financial Services is about to enter into an Equipment Lease Agreement with City of Bartlett. In accordance with our Equipment Lease Agreement, the lessee is responsible to provide insurance pertaining to the subject leased equipment, as follows:

*A) The Equipment must have "Special Form" coverage that includes theft, and for not less than the full replacement value of **$<u>2,940,000.00</u>** with a deductible not to exceed **$<u>1,000.00.</u>***

*B) Third Party liability and property damage insurance providing **<u>$1,000,000.00</u>** combined single limit, bodily injury and property damage coverage relative to the leased equipment.*

<u>**Apple Financial Services, 23801 Calabasas Road, Suite 101, Calabasas, CA 91302**</u> and <u>**ITS SUCCESSORS AND/OR ASSIGNS**</u> <u>shall be named as the loss payee and additional insured on the above described insurance</u>.

As indicated by their signature below, City of Bartlett has authorized Apple Financial Services to:

1) Discuss the required insurance with your company; and,
2) Authorize and instruct you, or any other insurance company, to provide such insurance as is required by our Lease Agreement, at our sole discretion and without obligation on our part; and,
3) To debit lessee's account for any costs related thereto.

We respectfully request that you immediately provide the herein required insurance and provide proof of coverage to us by **forwarding a copy of a Certificate of Insurance by email or fax, with the original being sent by mail to us at the address indicated above**. Additionally, should the subject insurance be cancelled or modified before the expiration date, you must give us 30 days notice.

A facsimile of this Agreement with signature shall be considered to be an original.

Sincerely

By: ______________________

Title: ______________________

Date: ______________________

Apple Financial Services
23801 Calabasas Road, Suite 101, Calabasas, California 91302
888.985.1006

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Re: Master Lease Agreement 426 dated July 22, 2014
Schedule 426-148 dated July 29, 2015

This certificate confirms and affirms that the Equipment described in the Agreement referenced above is essential to the functions of the Lessee or to the services Lessee provides its citizens. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority.

1. Is the Equipment new, upgrade, additional or replacement?
   ____
2. If replacement, how old is the existing equipment?
   ____
3. Please fully explain the use of the Equipment including any specific department that may be its primary user.
   ____
   ____
   ____
4. If the Equipment is computer hardware or software, on what hardware will the software run and is the existing hardware owned or being leased?
   ____
   ____
   ____
5. From which fund will lease payments be made?
   ____
6. Will any loan or grant monies be used to make lease payments?
   ____

Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Phone: ______________________________

Please return this certificate with complete copies of your two most recent audited financial statements so we may begin our credit review process. Thank you.

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

July 29, 2015

Teresa Winter
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Dear Teresa Winter:

PLEASE FORWARD TO ATTORNEY

Attorney for City of Bartlett, as Lessee

Re: Opinion of Counsel, to Schedule 426-148, dated July 29, 2015 to Master Lease Agreement dated as of July 22, 2014 between Apple Inc., as Lessor, and City of Bartlett, as Lessee.

To Whom It May Concern:

Attached is our standard Opinion of Counsel. Please review the representations and qualifications, print the letter on your firm letterhead, and execute the letter. Please return the letter either directly to Apple Financial Services, 23801 Calabasas Road, Suite 101, Calabasas, California 91302, or to the Lessee for delivery to us. If you cannot sign this letter in its current form, please contact our Contract Administrator, at 888-985-1006 to discuss any changes prior to making them. Please keep any requested changes to a minimum. Our receipt of an opinion that does not meet our requirements will slow down the funding process. We will not be able to fund the transaction contemplated by the above documents without the representations contained in the attached opinion letter.

Thank you for your prompt attention to this matter. We look forward to completing this transaction.

Sincerely,

Greg Hubach
AFS Education Finance Program
Contract Administrator

Enclosure

(To be put on Attorney's Letterhead)

Apple Financial Services
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

Re: Schedule 426-148, dated July 29, 2015, to Master Lease Agreement dated as of July 22, 2014, between Apple Inc., as Lessor, and City of Bartlett, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Bartlett, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Agreement, dated as of July 22, 2014, and Exhibits thereto by and between Apple Inc. (the "Lessor") and City of Bartlett (the "Master Agreement") and an executed counterpart of Schedule 426-148, dated July 29, 2015, by and between Lessor and Lessee (the "Property Schedule No. 1"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in Property Schedule No. 1 (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Master Agreement, Property Schedule No. 1 and all additional property schedules and related payment schedules to be entered into pursuant to the Master Agreement (each of which is herein referred to as an *"Additional Property Schedule"*), which, among other things, will provide for the lease with option to purchase to the Lessee of certain property listed in the Additional Property Schedule (the "Additional Equipment"), and to be executed and delivered in substantially the same manner and in substantially the same form as Property Schedule No. 1 and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. Property Schedule No. 1 and the terms and provisions of the Master Agreement incorporated therein by reference together with the Rental Payment Schedule attached to Property Schedule No. 1 are herein referred to collectively as the "Lease". Any Additional Property Schedule and the terms and provisions of the Master Agreement incorporated therein by reference together with the Rental Payment Schedule attached to an Additional Property Schedule are herein referred to collectively as an "Additional Lease."

Based on the foregoing, I am of the following opinion:

(1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;

(2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;

(3) Lessee has the requisite power and authority to lease and acquire the Equipment and Additional Equipment, with respect to an Additional Lease, with an option to purchase and to execute and deliver the Lease and any Additional Lease and to perform its obligations under the Lease and any Additional Lease;

(4) The Lease and each Additional Lease have each been duly authorized and have been, or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes and, each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms

(5) The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Lease and any Additional Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

(6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, or any Additional Lease, or the security interest of Lessor or its assigns, as the case may be, in the Equipment or Additional Equipment under the Lease or any Additional Lease.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Printed Name: ___________________________________

Signature: ______________________________________

Firm:____

Dated: ____

Address:____

Telephone No.: __________________________________

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	7 Date of issue
8 Name of issue	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Instructions for Form 8038-G

Department of the Treasury
Internal Revenue Service

(Rev. September 2012)

(Use with the September 2011 revision of Form 8038-G.)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
$100,000 or more	A **separate** Form 8038-G for **each** issue
Less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

CAUTION *For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at ***TaxExemptBondQuestions@irs.gov*** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to $1\frac{1}{2}$% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to

Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

ACCEPTANCE OF RENTAL PAYMENT OBLIGATION

Re: Schedule of Property No. 148, dated July 29, 2015 to Master Lease Purchase Agreement, dated as of July 22, 2014 between Apple Inc., as Lessor, and City of Bartlett, as Lessee.

In accordance with the Master Lease Purchase Agreement (the "Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

2.Lessee acknowledges that Lessor has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Lessee and agreed to by Lessor) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Principal Component" of Rental Payments in the Rental Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1" The original purchase price of the Equipment is $3,135,000.00. The net purchase price of the equipment is $2,940,000.00, after a discount of $195,000.00. This price, at the discounted rate of interest of 1.57% equates to a Down Payment of $500,000.00 and 4 additional annual payments of $629,752.37, for a total sum of lease payments of $3,019,009.48. The difference between the purchase price and the total lease payments is $79,009.48, which represents interest to be paid by Lessee over the term of the Schedule. In order to reach this payment amount at the market rate of interest, which is 2.80%, the purchase price has been discounted by $58,800.00); and

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Lessee on the date hereof, Lessee warrants that:

(a) Lessee's obligation to commence Rental Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Lessee will notify Lessor of Lessee's final acceptance of the Equipment by delivering to Lessor a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an event of nonappropriation under the Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lessor's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Rental Payment and other amounts due; and

(d) Regardless of whether Lessee delivers a Final Acceptance Certificate, Lessee shall be obligated to pay all Rental Payments (including principal and interest) as they become due as set forth in Exhibit A-1.

AGREED TO on July 29, 2015.

By ______________________________________

Title ______________________________________

Date: ______________________________________

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

Invoice

Date	Invoice No.
July 29, 2015	426148-0715-DP

Bill To	Billing Period
Accounts Payable **City of Bartlett** **6400 Stage Road** **Bartlett, TN 38134**	Down Payment

Page 1

Lease Number: 426148

Description: Apple Computers
Location: Bartlett City Board of Education
6400 Stage Road
Bartlett, TN 38134

Payment Due:	July 29, 2015	$500,000.00
Tax Due:	Exempt	$0.00

Invoice Total $500,000.00

PLEASE REMIT TO:

Apple Financial Services
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

Invoice

Date	Invoice No.
July 29, 2015	426148-0116

Bill To

Accounts Payable
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Billing Period

07-01-2015 – 06-30-2015

Page 1

Lease Number: 426148

Description: Apple Computers
Location: Bartlett City Board of Education
6400 Stage Road
Bartlett, TN 38134

Payment Due:	January 15, 2016	$629,752.37
Tax Due:	Exempt	$0.00

Invoice Total $629,752.37

PLEASE REMIT TO:

Apple Financial Services
9322 Reliable Parkway
Chicago, IL 60686

Schedule # 148
Master Lease Agreement # 426

AFS Education Finance

LESSOR:	APPLE INC. 23801 Calabasas Road, Suite 101 Calabasas, CA 91302

LESSEE:	CITY OF BARTLETT 6400 Stage Road Bartlett, TN 38134

EQUIPMENT SCHEDULE

Apple personal computers and other equipment. The final Rent amount will be amended, if necessary, as determined by the final Equipment cost, by Lessor using the rate factor stated below. The Equipment configuration will be determined by invoices presented from Apple Inc., which will be described in the Certificate of Acceptance. The Equipment consists of the following:

Part #	Description	Qty	Price	Extended Price
BL3U2LL/A	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVN2LL/A) (Total Units: 3000)	600	$3,820.00	$2,292,000.00
SF115LL/A	AppleCare for Enterprise for MB - 36 Months - Tier 1 (Below 10,000 Units)	3,000	$216.00	$648,000.00
			TOTAL	$2,940,000.00

TRANSACTION TERMS:

RENT:	$629,752.37 per Year (Tax Exempt)	Equipment Cost:	$2,940,000.00
PAYABLE:	Annually in Advance	e-Waste:	$0.00
ADVANCE RENT:	N/A	Taxes:	$0.00
ADVANCE RENTAL/ DOWNPAYMENT	$500,000.00 due July 29, 2015 (Tax Exempt)	**TOTAL:**	**$2,940,000.00**

EQUIPMENT PURCHASE OPTION at END of LEASE:

X $1.00 ____ Fair Market Value ____ Other:

LEASE TERM: 48 Months (commencing July 1, 2015; the first regular payment is due January 15, 2016 and thereafter 3 additional payments are due, annually on January 15 each year)

EQUIPMENT LOCATION: (IF DIFFERENT FROM LESSEE ADDRESS ABOVE) 6400 Stage Road, Bartlett, TN 38134

LESSEE CONTACT/TELEPHONE: Teresa Winter, 901-416-4250, teresa.winter@bartlettschools.org

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE AGREEMENT BETWEEN LESSOR AND LESSEE IDENTIFIED ABOVE.

IMPORTANT:

READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. THIS SCHEDULE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE. THIS SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN LOS ANGELES COUNTY, CALIFORNIA.

ACCEPTED BY:		*PROPOSED BY:*	
LESSOR: APPLE INC.		**LESSEE:**	**CITY OF BARTLETT**
BY:		BY:	
NAME & TITLE:		NAME & TITLE:	
DATE:	June 15, 2015	DATE:	June 15, 2015 FED. TAX ID#:

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

Invoice

Date	Invoice No.
June 15, 2015	426148-0715-DP

Bill To	Billing Period
Accounts Payable **City of Bartlett** **6400 Stage Road** **Bartlett, TN 38134**	Down Payment

Page 1

Lease Number: 426148

Description: Apple Computers
Location: Bartlett City Board of Education
6400 Stage Road
Bartlett, TN 38134

Payment Due:	July 29, 2015	$500,000.00
Tax Due:	Exempt	$0.00

Invoice Total $500,000.00

PLEASE REMIT TO:

Apple Financial Services
23801 Calabasas Road, Suite 101
Calabasas, CA 91302

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 07/28/15 07:00 PM
Department: Legal
Category: Agreement
Prepared By: Stefanie McGee
Department Head: Ed McKenney

Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education.

This Memorandum of Understanding, dated this ___ day of July, 2015 by and between the City of Bartlett ("City") and the Bartlett City Board of Education ("School Board").

WHEREAS, the Tennessee legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-01; and

WHEREAS, the School Board was lawfully established by local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, the School Board is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Bartlett, Tennessee; and

WHEREAS, the School Board to commenced instruction beginning with the 2014-2015 school year and intends to continue each year thereafter; and

WHEREAS, the School Board is in need of Apple computers to provide its students in furtherance of the educational purposes set forth in Tennessee law, but the School Board desires to pay for said computers over a term that exceeds the current fiscal year; and

WHEREAS, the City is a Tennessee municipal corporation; and

WHEREAS, the City is authorized to enter into capital leases pursuant to Tennessee Code_Annotated §7-51-901, *et seq.*, and has agreed to do so on behalf of the School Board in order for the School Board to obtain said Apple computers; and

WHEREAS, the City and the School Board enter into this memorandum of understanding to memorialize the School Board's repayment for said Apple computers over a four-year period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

1. **Acknowledgment as to the Purpose of the Apple Lease.** For the purpose of funding the lease-purchase of three thousand (3,000) Apple computers for use by students in the Bartlett Schools, and allowing the School Board to pay for said computers over a four-year period, the City agrees to enter into that certain Master Lease Agreement #426 between Apple Inc. and the City of Bartlett, a true and correct copy of which is attached hereto as Exhibit "A." (the "Lease").

2. **Repayment of Lease by the School Board to the City.** The School Board agrees to reimburse the City for its payments under the Lease, and for all costs associated with or obligations or claims arising out of such Lease, until all obligations under the Lease are satisfied. The School Board represents and acknowledges that it has sufficient funds in its operating budget to reimburse the City for the yearly costs of the Lease. The source of repayment by the School Board shall include any and all sources of funds legally available to retire such obligations. The City shall, after paying each yearly payment due under the Lease, request repayment of said payment from the School Board, said repayment being due within ten (10) days of the School Board receiving such request. The City shall have the right to request repayment of all payments it has actually made under the terms of the Lease, as well as any costs, claims, judgments or other obligations that it has incurred as a result of its entering into the Lease. In the event that the School Board fails to make any requested repayment in a timely fashion, then the City shall have the right to withhold the amount of the repayment from any tax levied and collected by the City for the benefit of the School Board, and to credit such amounts against any funds that the City is otherwise obligated to provide to the School Board. It is the intent of the parties that the all of the costs and obligations arising out of the Lease and paid by

the City shall be reimbursed by the School Board under this Memorandum of Understanding

3. Possession of Computers. The possession and title of the computers obtained under the Lease shall immediately pass to the School Board. The School Board shall have the sole obligation and responsibility to inventory, image, maintain and otherwise control said computers. All support, training and software included in the Lease shall be for the exclusive benefit of the School Board, and the School Board shall have the exclusive right to all benefits or warranties conferred under the Lease. Any claim for breach or any other claim under or associated with the Lease shall inure to the benefit of the School Board and all costs associated with the litigation or enforcement of said claims shall be the sole responsibility of the School Board. The City shall have no obligation to maintain, repair, outfit, or otherwise ensure that such computers comply with the needs of the School Board. The School Board shall be solely responsible to ensure that all software and software licenses, and the use thereof, shall comply with state and federal law and that any such violation of trademark, copyright, or patent law, or any claim as it pertains to or is associated with the use of said computers, shall be the sole obligation and responsibility of the School Board.

4. Term of Memorandum of Understanding. The term of this Memorandum of Understanding shall commence on the date of this Memorandum of Understanding, and shall continue until such time as the obligations contained in the Lease are fully satisfied and all such funds paid thereunder, and costs incurred, by the City have been repaid by the Board.

IN WITNESS WHEREOF, the City of Bartlett, Tennessee and the Bartlett City Board of Education have executed this Memorandum of Understanding as of the first day above written.

CITY OF BARTLETT

By: ______________________________________

Title:_____________________________________

BARTLETT CITY BOARD OF EDUCATION

By: _______________________________________

Title: _____________________________________

By: ____

Title: ______________________________________

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	David Parsons, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Board of Mayor and Aldermen
6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1559)

Meeting: 07/28/15 07:00 PM
Department: Personnel
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Peter Voss
Sponsors:
DOC ID: 1559

Ordinance 15-04, an ordinance to establish an updated occupational safety and health program plan, devise rules and regulations, and to provide for a safety officer and the implementation of such program plan.

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Bartlett hereby updates the Occupational Safety and Health Program Plan for our employees; and

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements; and

WHEREAS, the City of Bartlett established its own school system on August 4, 2014, and would like to include the system in its Occupational Safety and Health Program Plan.

NOW THEREFORE:

SECTION 1. BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF BARTLETT, TENNESSEE, that the City of Bartlett hereby updates the Occupational Safety and Health Program Plan for our employees and amends the plan as follows:

TITLE:
This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of The City of Bartlett**.**

PURPOSE:
The City of Bartlett in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

1) Provide a safe and healthful place and condition of employment that includes:
) Top Management Commitment and Employee Involvement;
) Continually analyze the worksite to identify all hazards and potential hazards;
) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
) Train managers, supervisors, and employees to understand and deal with worksite hazards.

2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:
The provisions of the Occupational Safety and Health Program Plan for the employees of the City of Bartlett shall apply to all employees of each administrative department, commission, board, division, or other agency, including the Bartlett City School District, whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:
The Occupational Safety and Health standards adopted by the City of Bartlett are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:
For the purposes of this ordinance, the Health and Safety Officer is designated as the Safety Officer to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Health and Safety Officer shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:
Sufficient funds for administering and staffing the Program Plan pursuant to this ordinance shall be made available as authorized by the City of Bartlett.

SEVERABILITY:
SECTION 2. BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

EFFECTIVE DATE:
SECTION 3. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading:	July 28, 2015
Second Reading:	August 11, 2015
Third Reading:	August 25, 2015

____________________________ ____________________________

W. C. Pleasant Register to the Board A. Keith McDonald of Mayor and Aldermen Mayor

ATTEST:______________________________
Stefanie McGee
City Clerk

RESULT:	**APPROVED ON FIRST READING [UNANIMOUS] 8/11/2015 7:00 PM**	**Next:**
MOVER:	Jack Young, Vice Mayor	
SECONDER:	David Parsons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

City of Bartlett

A. Keith McDonald, Mayor

PERSONNEL DEPARTMENT MEMORANDUM

DATE: July 22, 2015

TO: Mayor A. Keith McDonald and the Board of Mayor and Aldermen

FROM: Peter Voss

RE: Ordinance to update and Amend the City's Occupational Safety and Health Program Plan.

Attached is an ordinance to update and amend the City of Bartlett's Occupational Safety and Health Program Plan. The Bartlett City Schools were notified recently by the State of Tennessee that they were no longer covered by Shelby County Government's Program Plan. This ordinance amends our current program plan to include the Bartlett City Schools and updates our plan with any changes that the State has made since our last revision a couple of years ago.

Thank you for your consideration of this item. I'll be happy to discuss this with you further if you desire.