City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 22, 2014 - 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 by Grant Nixon, Christ Church

FUTURE MEETINGS

Family Assistance Commission, August 4 at 6 p.m.

Planning Commission, August 4 at 7 p.m.

Bartlett Station Commission, August 6 at 7:30 a.m.

Industrial Development Board, August 7 at 7 p.m.

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

Bartlett Historical Society, August 11 at 7 p.m.

RECOGNITIONS

Amy Weirich announced her candidacy for Shelby County District Attorney. The election is August 7.

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

MINUTES ACCEPTANCE

Minutes of the July 8, 2014 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

1 13th Annual Bartlett Kid's Triathlon (David Thompson, Director of Parks and Recreation)

This event will be held Saturday, August 2 beginning at 7:30 a.m. The course will begin and end at the Bartlett Recreation Center and run through surrounding streets.

2 Bid for one 2014 Ford F-150 SuperCab Pickup Truck. (Jim Brown, Director of Code Enforcement)

Recommend accepting the lowest bid from Golden Circle Auto Group at a cost of $18,716.88. Funds are available in Account 311.48311.785.29115.

Vice Mayor Young moved to approve the bid from Golden Circle Auto Group.
Alderman Parsons seconded the motion.
Alderman Simmons pulled this item to ask if bids were received from any local companies. Mr. Brown explained that the department used the State's bid list and accepted the lowest bid from Golden Circle Ford.

3 Commercial Subdivision Contract for Kate Hyde-64 subdivision. (Rick McClanahan, Director of Engineering)

The developer, Kate Hyde-64 Partnership, will pay the City $39,738 in fees. The bond is set at $201,415.

4 Engineering services for repairs to Westbrook Road Bridge. (Rick McClanahan, Director of Engineering)

Recommend approving engineering services from Smith, Seckman, Reid, Inc. in the amount of $27,250 for repairs to Westbrook Road Bridge. Funds are available in Account 311.48311.772.41415.

5 Planning Commission Report for July 2014. (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Special use permit for AAA Collision Center, north of Elmore Road and west of Summer Ave, was approved with conditions.
Item 2 - Site plan for Bartlett Church of Christ was approved with conditions.

NEW BUSINESS

1 Appoint Casper Briggs to the Design Review Commission. (A. McDonald, Mayor)

Casper Briggs will complete Billy Williams' term. The term will expire December 31, 2014.

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

2 Set a public hearing for August 26, 2014 for Resolution 21-14, a Resolution Approving a Special Use Permit for AAA Collision to operate an Automobile Paint and Body Shop located at Grace Subdivision Lot 2 on Summer Avenue within the "C-H" Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)

The public hearing is set for August 26, 2014 for Resolution 21-14.

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

3 Resolution 25-14, a resolution to repeal and replace Chapter 22, Workers' Compensation, of the Personnel Polices of the City of Bartlett. (Peter Voss, Director of Personnel)

Mayor McDonald explained that he will, without objection from the Board, withdraw this resolution from the agenda. He said he will represent it at the August 26 Board meeting without the clause that establishes the employee's pay at two-thirds of his/her average weekly wage.

Although this resolution does not call for a public hearing, the Mayor said he will make an exception since so many people showed up to voice their concerns.

Mr. Voss explained that the City's loss ratios from workers compensation claims increased from 45.1 percent in Fiscal Year 2010 to 136.6 percent in Fiscal Year 2013. This increase precipitated an increase in the City's premium, which went up $216,000 over last year. As of July 22, the City already has $29,000 in claims for six injuries. The Tennessee Municipal League Risk Management Pool provides workers compensation insurance to the City.

In order to lower claims, the Pool recommended several changes; including allocating the cost of premiums and claims to each department and reducing employees pay to two-thirds of their normal wages during the time off work due to an injury sustained on the job.

Mayor McDonald said the City will implement the other seven recommendations from the TML Pool, but if claims don't decrease, the City will have to look at the salary reduction.

Public hearing

*David Neyman, 6360 Oak Walk Lane, asked questions about the employee retirement fund. Mayor McDonald pointed out that workers compensation has nothing to do with the retirement fund.

*Pete Cooper, Bluff Springs Cove, cited a lack of communication with employees. He suggested appointing an alderman as a liaison to the police and fire departments. He said he was concerned about the morale of the police and fire departments. He believes the City should shop around for better workers compensation insurance.

Mayor McDonald responded that the department liaison is the director. He added that only a few Tennessee cities have found better rates; Bartlett is a member of the Pool to keep premiums down. He said when the City has a 136 percent loss ratio, it's not the time to shop.

*Cindy Riggs, 6631 Dawnhill, said it is grossly unfair to ask police and fire employees to be treated as second-class citizens. She believes the Mayor has better benefits than those employees since he drives a City vehicle and was recently approved for a raise by the Board.

Mayor McDonald explained that he did not accept the last pay raise approved by the Board four years ago, and he will be giving up his City vehicle privileges, which include repairs, gas and insurance for a $500 monthly vehicle allowance. He took offense at Ms. Riggs saying that he has been enriched at the employees' expense.

*Brooke Pilant, 3475 Golden Valley Lane, asked the Board to choose families over money. Her husband is a Bartlett firefighter and has been severely burned on the job. He chose to serve the City, so Mrs. Pilant asks the Board to take care of him and his fellow firefighters.
*Robert Zachar, 7051 Old Brownsville Road, said Bartlett's employees are top notch. He said it's concerning that some employees don't feel appreciated. He said the City could double his taxes, and he would consider it a bargain.
*Jim Cunningham, 6439 Yale Road, thanked the Board for withdrawing the two-thirds salary option.
*Donna Kirk, 3038 Yates, thanked the Board for reconsidering. Her husband was a Memphis firefighter killed in the line of duty 11 years ago.

RESULT:	**TABLED [UNANIMOUS]**	**Next: 9/23/2014 7:00 PM**
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

4 Resolution 26-14, a resolution to repeal and replace Chapter 4, Section 4.11, Limited Duty - illness, accident or injury, of the Personnel Polices of the City of Bartlett. (Peter Voss, Director of Personnel)

Mr. McKenney explained that the City's Limited Duty policy must be updated to comply with the Americans with Disabilities Act.

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

5 Resolution 27-14, a resolution amending and supplementing Resolution 18-14 adopted by the Board of Mayor and Aldermen on June 3, 2014. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this amendment is an addition of some language required by our Bond Counsel. The content of the Revenue Anticipation Note, or Bridge Loan, for the Bartlett City School System remains unchanged.

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

6 Resolution 28-14, 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)

Mayor McDonald explained that this lease allows the school system to lease computers from Apple. The school system is unable to enter into the lease because it does not have taxing authority. This is a tax-free acquisition and will count against the City's ability to issue bonds.

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

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

Mr. McKenney explained that this item goes with Resolution 28-14. The City will pay for the Apple lease and the schools will repay the City via this Memorandum of Understanding (MOU).

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

OPEN DISCUSSION

Bartlett City Schools Superintendent announced that registration will be Tuesday, July 29. An open house for the new Bartlett Freshman Academy will be Thursday, July 24. The school was Shadowlawn Middle School.

ADJOURNMENT

8:18 PM

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

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 8, 2014 - 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: Absent, Alderman Bobby Simmons: Absent, Vice Mayor Jack Young: Present, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Bartlett Historical Society, July 14 at 7 p.m.

BPACC Advisory Board, July 15 at 6 p.m.

Design Review Commission, July 15 at 7 p.m.

Historic Preservation Commission, July 21 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the June 24, 2014 Board of Mayor and Aldermen Regular Meeting

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	McDonald, Pleasant, Young, Sedgwick

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

1. Ordinance 14-05, an ordinance to amend Title 15, Chapter 1, Section 15-134(2)(c) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the penalties and fines provisions for seat belt violations.

No one spoke for or against Ordinance 14-05.

RESULT:	**CLOSED**

UNFINISHED BUSINESS

1 **Third Reading of Ordinance 14-05, an ordinance to amend Title 15, Chapter 1, Section 15-134(2)(c) of the Codified Ordinances of the City of Bartlett, Tennessee to modify the penalties and fines provisions for seat belt violations. (Ed McKenney, City Attorney)**

RESULT:	**APPROVED ON THIRD AND FINAL RE [UNANIMOUS]**
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	McDonald, Pleasant, Young, Sedgwick

CONSENT AGENDA

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

1 Special event permit for Kick Off Pep Rally for Bartlett City Schools. (Jim Brown, Director of Code Enforcement)
The event will be held on Saturday, August 2 from 10 a.m. til 12 p.m. at Bartlett United Methodist Church.

2 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.

3 Second year water tank maintenance project. (Rick McClanahan, Director of Engineering)
Recommend awarding Year Two of water tank maintenance project to Utility Service Company, Inc., in the amount of $167,300, plus a contingency amount of $25,100 for a total cost of $192,400. Funds are available in Account 510.51051200.945.

4 Bid for Spray and Fertilization for Parks and Recreation. (David Thompson, Director of Parks and Recreation)
Recommend accepting the lowest bid from Herbi-Systems, Inc. at a total cost of $62,678.40. Funds are available in Account 11044300.179.

5 **Bid for Spray and Fertilization for Bartlett City Schools. (David Thompson, Director of Parks and Recreation)**
Recommend accepting the lowest bid from Herbi-Systems, Inc. At a total cost of $52,787.50. Funds are available in account 110.44400.179.

6 **Renewal of maintenance agreement for Watson Field Reporting. (Gary Rikard, Chief of Police)**
Request to renew service agreement with Data Driven for Watson Field Reporting Suite in the amount of $37,364.90. This is an annual agreement running from July 1, 2014 to June 30, 2015. Funds are available in account 110.42100.264.

NEW BUSINESS

No New Business

OPEN DISCUSSION

ADJOURNMENT

Meeting adjourned at 7:05 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: 07/22/14 07:00 PM
Department: Parks and Recreation
Category: Proposal
Prepared By: Debbie Christopher
Department Head: David Thompson

AGENDA ITEM

13th Annual Bartlett Kid's Triathlon

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

To: Mayor and Board of Alderman

From: Tawny Walker

CC: David Thompson

Date: 7/14/2014

Re: 13th Annual Bartlett Kid's Triathlon

The following information has been submitted to the appropriate personnel regarding the 12th Annual Bartlett Kid's Triathlon. The proposed date is Saturday, August 2, 2014. It will begin at 7:30am.

- Memorandum to both Police and Fire Dept securing EMS and patrolman
- Memorandum to David Thompson explaining all procedures for the event.
- Computer generated map of the event and bike course

As in the previous twelve (12) years, the BRC will remain closed until 11:00am on the day of the event.

I anticipate great response and success to this year's event. If you have any questions or concerns, please do not hesitate to call.

Sincerely,

Tawny Walker
Facility Manager
Bartlett Recreation Center
(901) 385-6470 - Office
(901) 385-6405 - Fax
twalker@cityofbartlett.org

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

ADOPTED

Meeting: 07/22/14 07:00 PM
Department: Code Enforcement
Category: Bid
Prepared By: Valerie Brantley
Department Head: Jim Brown

AGENDA ITEM

Bid for one 2014 Ford F-150 SuperCab Pickup Truck.

The Code Enforcement Department respectfully requests permission to purchase one 6700 GVWR 2014 Ford F-150 XL 4X2 SuperCab pickup truck from Golden Circle Auto Group in Jackson, TN. This vehicle is on the State of Tennessee bid list for $18,716.88.

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

City of Bartlett

A. Keith McDonald, Mayor

July 9, 2012

TO: The Honorable Mayor & Board of Aldermen

FROM: Jim Brown, Director of Code Enforcement

RE: Vehicle Purchase

The Code Enforcement Department respectfully requests permission to purchase one (1) 6700 GVWR 2014 Ford F-150 XL 4X2 SuperCab pickup truck from Golden Circle Auto Group in Jackson TN. This is on the State of Tennessee bid list for $18,716.88. This is a budgeted purchase. This vehicle will be taken out of account 311.48311.785.29115.

STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Golden Circle Ford Inc
1432 Highway 45 Bypass
Jackson, TN 38305-2710

Vendor ID: 0000000981

Contract Number: 0000000000000000000040034

Title: SWC #209 Vehicles

Ford Award: All Regions

Start Date : December 16, 2013

End Date: December 15, 2016

Is this contract available to local government agencies in addition to State agencies?: **Yes**

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Chief Procurement Officer, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Clyde D Hicks
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-2026
Fax: 615-741-0684

Line Information

Line 1
1000162729 Generic Asset Police Pursuit Vehicle
Unit of Measure: EA

Line 2
1000162730 Generic Asset Sedan, Compact
Unit of Measure: EA

Line 3
1000162731 Generic Asset Sedan, Mid-Size
Unit of Measure: EA

Line 4
1000162732 Generic Asset Sedan, Full Size
Unit of Measure: EA

Line 5
1000162733 Generic Asset Truck, Half-Ton
Unit of Measure: EA

Line 6
1000162734 Generic Asset Truck, 3/4 Ton
Unit of Measure: EA

Line 7
1000162735 Generic Asset Truck, Full Ton
Unit of Measure: EA

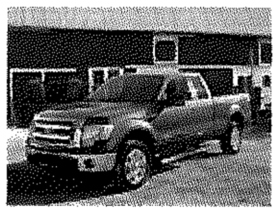
Line 8
1000162736 Generic Asset SUV
Unit of Measure: EA

Line 9
1000162737 Generic Asset Van
Unit of Measure: EA

APPROVED: Michael F. Perry (PB) BY: Clyde Hicks 12/13/2013
CHIEF PROCUREMENT OFFICER CATEGORY SPECIALIST DATE

Golden Circle Auto Group

Presents...



The 2014 Ford F-150 XL

4x2 SuperCab Styleside 6.5' box 145" WB

Prepared For:
Prepared By: Brent
Prepared On: July 09, 2014

Prepared For:

Prepared By:

Brent
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305
Phone: (731) 664-0873
Fax: (731) 664-5792

Vehicle Profile

2014 Ford F-150

4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with variable valve control * 155 amp alternator * 750 amp 78 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic automatic transmission with overdrive, lock-up, driver selection * Rear-wheel drive * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll * Independent front suspension * Front double wishbone suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" gray styled steel wheels with hub covers * P235/75SR17.0 BSW AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 4 speakers, fixed antenna * Manual tailgate/rear door lock * 3 12V DC power outlets, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Manual front windows fixed rear windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade * Glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints * 4-way adjustable driver seat * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Vinyl faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, cabback insulator

Exterior Features

Side impact beams, galvanized steel/aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door tailgate rear cargo door * Trailer harness, trailer sway control * Driver and passenger

Vehicle Profile Continued

Prepared By: Brent
Dealership: Golden Circle Auto Group

Exterior Features (Continued)

manual black folding outside mirrors, driver convex spotter outside mirror * Front and rear argent bumpers, with front black rub strip/fascia accent, rear step * Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	302 hp @ 6,500 rpm	Torque	278 lb.-ft. @ 4,000 rpm
1st gear ratio	4.170	2nd gear ratio	2.340
3rd gear ratio	1.520	4th gear ratio	1.140
5th gear ratio	0.860	6th gear ratio	0.690
Reverse gear ratio	3.400	City/hwy	17 mpg/23 mpg
Curb weight	5,043 lbs.	GVWR	6,700 lbs.
Front	3,450 lbs.	Rear GAWR	3,800 lbs.
Payload	1,600 lbs.	Front curb weight	2,884 lbs.
Rear curb weight	2,159 lbs.	Front axle capacity	3,750 lbs.
Rear axle capacity	3,800 lbs.	Front spring rating	3,450 lbs.
Rear spring rating	3,800 lbs.	Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.	Towing capacity	6,400 lbs.
5th-wheel towing capacity	6,400 lbs.	Front legroom	41.4 "
Rear legroom	33.4 "	Front headroom	41.0 "
Rear headroom	39.6 "	Front hiproom	60.5 "
Rear hiproom	65.4 "	Front shoulder room	65.9 "
Rear shoulder room	65.7 "	Passenger area volume	114.8 cu.ft.
Length	231.8 "	Body width	79.2 "
Body height	75.2 "	Wheelbase	145.0 "
Front track	67.0 "	Rear track	67.0 "
Turning radius	23.5 '	Fuel tank	26.0 gal.
Exterior cargo length	78.0 "	Exterior cargo minimum width	50.0 "
Exterior cargo volume	65.5 cu.ft.	Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "	Exterior cargo pickup	interior cargo volume seats folded
44.8 cu.ft.	interior maximum cargo volume		

Prepared For:

Prepared By:

Brent
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305
Phone: (731) 664-0873
Fax: (731) 664-5792

Selected Options

2014 Ford F-150

4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)

Vehicle Snapshot

Engine: 3.7L V6 FFV
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: 3.73
GVWR: 6,700 lbs Payload Package

Code	Description	Class	MSRP
X1C	**Base Vehicle Price (X1C)**	STD	28,130.00
Packages			
100A	**Equipment Group 100A Base** *(99M) Engine: 3.7L V6 FFV; (446) Transmission: Electronic 6-Speed Automatic : includes tow/haul mode.; (X26) 3.73 Axle Ratio; (STDGV) GVWR: 6,700 lbs Payload Package; (T7B) Tires: P235/75R17 BSW A/T (5); (64C) Wheels: 17" Gray Styled Steel; (A) Vinyl 40/20/40 Front Seat; (STDRD) Radio: AM/FM Stereo/Clock*	OPT	N/C
Powertrain			
99M	**Engine: 3.7L V6 FFV** *Torque: 278 ft.lbs. @ 4000 rpm.*	INC	Included
446	**Transmission: Electronic 6-Speed Automatic** *Includes tow/haul mode.*	INC	Included
X26	**3.73 Axle Ratio**	INC	Included
STDGV	**GVWR: 6,700 lbs Payload Package**	INC	Included
Wheels & Tires			
T7B	**Tires: P235/75R17 BSW A/T (5)**	INC	Included
64C	**Wheels: 17" Gray Styled Steel**	INC	Included
Seats & Seat Trim			
A	**Vinyl 40/20/40 Front Seat**	INC	Included
Other Options			
145WB	**145" Wheelbase**	STD	N/C

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05211239 10/7/2013

Printed on July 09, 2014 at 11:22
Price Level: 415 **QuoteID: <None>** **Page 5**

Selected Options Continued

Prepared By: Brent
Dealership: Golden Circle Auto Group

Code	Description	Class	MSRP
STDRD	**Radio: AM/FM Stereo/Clock**	INC	Included
PAINT	**Monotone Paint Application**	STD	N/C
Interior Colors For : Primary w/XL (Supers)			
AS	**Steel Gray**	OPT	N/C
Primary Colors For : Primary w/XL (Supers)			
YZ	**Oxford White**	OPT	N/C

Vehicle Subtotal	$28,130.00
Destination	$1,095.00
Vehicle Subtotal (including Destination)	$29,225.00

Prepared For:

Prepared By:

Brent
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305
Phone: (731) 664-0873
Fax: (731) 664-5792

Quotation

2014 Ford F-150

4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)

	MSRP
Base Vehicle Price	28,130.00
Factory Options	0.00
Destination	1,095.00
Vehicle Total	**29,225.00**
Pre-Tax Adjustments	
fleet	-10,508.12
Total Pre-Tax Adjustments	**-10,508.12**
Grand Total	**18,716.88**

Printed on July 09, 2014 at 11:22
Price Level: 415 **QuoteID: <None>**

Prepared For:

Prepared By:

Brent
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305
Phone: (731) 664-0873
Fax: (731) 664-5792

Dimensions & Capacities

2014 Ford F-150

4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)

Description	Value
Dimensions and Capacities	
Output	302 hp @ 6,500 rpm
Torque	278 lb.-ft. @ 4,000 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
City/hwy	17 mpg/23 mpg
Curb weight	5,043 lbs.
GVWR	6,700 lbs.
Front	3,450 lbs.
Rear GAWR	3,800 lbs.
Payload	1,600 lbs.
Front curb weight	2,884 lbs.
Rear curb weight	2,159 lbs.
Front axle capacity	3,750 lbs.
Rear axle capacity	3,800 lbs.
Front spring rating	3,450 lbs.
Rear spring rating	3,800 lbs.
Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.
Towing capacity	6,400 lbs.
5th-wheel towing capacity	6,400 lbs.
Front legroom	41.4 "
Rear legroom	33.4 "
Front headroom	41.0 "
Rear headroom	39.6 "
Front hiproom	60.5 "
Rear hiproom	65.4 "
Front shoulder room	65.9 "
Rear shoulder room	65.7 "
Passenger area volume	114.8 cu.ft.
Length	231.8 "

Description	Value
Dimensions and Capacities	
Body width	79.2 "
Body height	75.2 "
Wheelbase	145.0 "
Front track	67.0 "
Rear track	67.0 "
Turning radius	23.5 '
Fuel tank	26.0 gal.
Exterior cargo length	78.0 "
Exterior cargo minimum width	50.0 "
Exterior cargo volume	65.5 cu.ft.
Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "
Exterior cargo maximum width	interior cargo volume seats folded
44.8 cu.ft.	interior maximum cargo volume

Prepared For:

Prepared By:

Brent
Golden Circle Auto Group
1432 Hwy 45 Bypass
Jackson, Tennessee, 38305
Phone: (731) 664-0873
Fax: (731) 664-5792

Warranty

2014 Ford F-150

4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

2014 Ford F-150 4x2 SuperCab Styleside 6.5' box 145" WB XL (X1C)
Engine: 3.7L V6 FFV
Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Oxford White
Interior (0 I) Steel Gray

Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.7L V-6 DOHC w/SMPI 302hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P235/75R17 BSW AT S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- 60-40 folding rear split-bench seat
- Variable intermittent wipers
- Gray styled steel wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecuriLock immobilizer
- Tachometer
- Underseat ducts
- Reclining front 40-20-40 split-bench seats

CITY MPG 17

HIGHWAY MPG 23

STANDARD VEHICLE PRICE	$28,130.00
OPTIONAL EQUIPMENT	
Equipment Group 100A Base	N/C
Engine: 3.7L V6 FFV	INC
Transmission: Electronic 6-Speed Automatic	INC
3.73 Axle Ratio	INC
GVWR: 6,700 lbs Payload Package	INC
Tires: P235/75R17 BSW A/T (5)	INC
Wheels: 17" Gray Styled Steel	INC
Vinyl 40/20/40 Front Seat	INC
145" Wheelbase	STD
Radio: AM/FM Stereo/Clock	INC
Interior : Steel Gray	N/C
Primary : Oxford White	N/C
Accessories and Incentives	$0.00
SUBTOTAL	**$28,130.00**
Destination	$1,095.00
TOTAL	**$29,225.00**

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

ADOPTED

Meeting: 07/22/14 07:00 PM
Department: Engineering
Category: Contract
Prepared By: Mark Saunders
Department Head: Rick McClanahan

AGENDA ITEM

Commercial Subdivision Contract for Kate Hyde-64 subdivision.

This is the subdivision contract for the Kate Hyde - 64 3-lot subdivision between Lowes' and Walmart. Lot 1 plans includes a Panera Bread and a BancorpSouth. Fees are $39,738 and the bond is $201,415.

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

COMMERCIAL SUBDIVISION CONTRACT

Rev. – 7/07

THIS AGREEMENT, made and executed this _____ day of __________________, _____, between the CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE, hereinafter referred to as the CITY and KATE HYDE–64 PARTNERSHIP hereinafter referred to as the DEVELOPER.

W I T N E S S E T H:

WHEREAS, the CITY PLANNING COMMISSION is in the process of approving a Subdivision entitled Kate Hyde–64 Subdivision made by the DEVELOPER; and WHEREAS, the CITY PLANNING COMMISSION has by resolution of March 3, 2014 approved the Construction Plan and established certain conditions for approval of the Plat of said Subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans, or plat, as approved on the date of execution; and

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plan, including construction of all off-site improvements and drainage systems (pertaining to this development).

2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the

right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installation within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of the subdivision development, the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the development.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Plat of said subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plan.

7. That the DEVELOPER shall enter into a contract with the Memphis Light, Gas and Water Division for electrical power service to each lot within said site. All primary feeders and service to the lots within the subdivision shall be underground to pad-mounted transformers discreetly located to the side or rear of individual buildings with appropriate developer installed screening. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located in the same manner as the pad mounted transformers.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installations by the CITY, prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for Commercial development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, Commercial development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures

shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other degradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department).

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this site is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site in accordance with the approved Construction Plans and Plat, if already approved and

recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incidents to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

18. That the DEVELOPER shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements requiring approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasket reinforced concrete, pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made apart of this contract as if specifically set out. Said plans and development plat shall bear signature of approval by the CITY ENGINEER before construction may commence.

The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approved design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the

DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved, a 2 inch wearing surface of asphalt will be applied. This course will be paid for 100% by the DEVELOPER prior to placing the asphalt. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements)

2. That the DEVELOPER shall install, at his expense, permanent street name sign markers. All street name signs and posts, to be fabricated in accordance with the standards and specifications of the CITY, shall be in place before final acceptance of the subdivision.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan.

The DEVELOPER, upon approval by the PLANNING COMMISSION, shall deposit funds with the CITY in an amount equal to one-hundred and ten percent (110%) of the current installation cost as determined by the CITY ENGINEER.

That with approval of the PLANNING COMMISSION, the DEVELOPER may defer to individual builders for lots within the subdivision, for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY. The DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been constructed individual builders and appropriate bond amount shall be retained by the City until 100% complete.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and pave to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and pave the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater that required by the Subdivision Regulations and the Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets with the approval of the Planning Commission and shall be so noted on the Final Plat of said subdivision (OPTIONAL PROVISION WHERE APPLICABLE)

8. That the CITY is not responsible for street repairs within private streets. The responsibility of repairing said streets will be that of the owners and/or owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT, will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory cost incident to the water service in and to said subdivision.

2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewer system, water service system and with a qualified contractor licensed in the State of Tennessee, provided however, the DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed, said filing sent to the CITY ATTORNEY.

3. The DEVELOPER to pay $3,000.00 per lot and per tap for the water connection fee.

V

WATER SERVICE EXPANSION FEE

That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.

VI

SEWER SERVICE

That the DEVELOPER shall proceed as under Section IV (2), herein, to install a City of Bartlett approved sewage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision. Also, the Developer shall pay a sewer system review fee of $10 per lot or $25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of $25 per contract.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of $33.00 per front footage for each lot or $2,333.00 per acre in said subdivision and such fee shall be paid as part of this subdivision contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of sediment or debris from drainage flowing from said subdivision.
Further, the DEVELOPER shall bear the expense of erosion and sediment control before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the City Subdivision Regulations and Technical Specifications. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. The DEVELOPER shall immediately provide satisfactory erosion control in accordance with MS-4 policy and the storm water ordinance.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted to continue work required to comply with this Section in accordance with the Stormwater Ordinance. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY or a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the ssubdivision shall be constructed. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage System design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the

subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building sites within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channeled waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of any public drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give

written notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the one (1) year warranty period the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD

OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated.

XV

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITIONS:

1. This contract covers both the subdivision and lot 1 site plan work.

   a. Sewer tap fees were paid in the original Lowes and Walmart subdivision contracts.
   b. Sewer and water taps and water line relocation for this entire subdivision are required to be constructed with the Lot 1 site plan work.
   c. The 'future' subdivision work included in this contract bond includes construction of the access road and drive apron between lots 2 and 3 and the street scape in front of lots 2 & 3.
   d. All other 'future' work including any drainage pipes/structures (all are private) are considered associated with the individual site plans and will be addressed/bonded in the subsequent site plan contract(s) for lots 2 and 3.
   e. There are two existing water taps on lot 1 which will be re-used. Tap fees on the Fee Schedule are for additional taps only.

XVI
PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
KATE HYDE – 64 PARTNERSHIP

I. Due at Execution of Site Plan Contract and before Construction begins:

1. Water Plant Expansion @ 15% of Water Main Cost) $ 13,675.00
(Water Main Cost = $ 91,165)

2. a. Water System Engineering & Subdivision Review @ 6% of Water Main Cost $ 5,470.00
b. Subdivision and site plan review fee @ $175.00 per lot or 15% of public Improvement Cost
$175 x 3 = $525
1.5% x 201415 = $3,021 $ 3,021.00

3. Sewer Review Fee - $10 per lot or $25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of $25 per contract. $ 30.00
$10 implies $30

4. Water Connection Fee @ $3,000.00 per lot
3 Lots $ 9,000.00

5. City Subdivision Inspection @ **A.** 3% of Development Cost = **$6,042** or **B**. $300.00 per Lot = **$900**
(whichever is greater) Development Cost = $201,415 $ 6,042.00

6. Cost of Water and Sewer Mains to the Subdivision $ 0

7. SEWER BASIN: SOUTH
Sewer Connection Charge @ Greater of either
@ $2333 per acre or = 11058.42 (paid in original Lowes Contract) $33 per Front Foot = 33561 $ n/a

8. DRAINAGE BASIN: SOUTH
a. Drainage control fee for those lots not served by a Detention Basin @ $500.00 per half acre or fraction thereof (in multiples of $500) = $4740 $ 0

b. Drainage control fee for lots served by a Detention Basin @ $250.00 per half acre or fraction thereof (in multiples of $250) = 2370 $ 2,500.00

	9. City portion of Water Improvements	$ 0
	10. Cash in lieu of constructing green belt walking trail	$ 0
	TOTAL DUE CITY	**$ 39,738.00**

II. Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.

1.	Asphalt Paving Cost (Estimated Construction Cost)	$ 12,566.00
2.	Street Light (Estimated Construction Cost)	$ n/a
	TOTAL DUE II	$ **12,566.00**

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND) $ **201,415.00**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Bartlett, Tennessee, this______________________ day of ___________________________, _______.

____
CITY OF BARTLETT

____
DEVELOPER

____
TYPED OR PRINTED

ATTEST:

____
CITY CLERK

____
BONDING COMPANY

____
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: ______________________________
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN______________________

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

ADOPTED

Meeting: 07/22/14 07:00 PM
Department: Engineering
Category: Proposal
Prepared By: Dena Hathaway
Department Head: Rick McClanahan

AGENDA ITEM

Engineering services for repairs to Westbrook Road Bridge.

Attached is a proposal to provide Engineering services to the Westbrook Road Bridge. This work is necessary based on the biannual bridge reports from TDOT.
Please authorize Task 1 and Task 2 at this time along with indirect costs as outlined below.

Task 1 Preliminary Plans	$ 6,200
Task 2 Final Design Plans & Specifications	$17,000
Indirect Cost	$ 4,050
TOTAL	$27,250

Funding is to come from Capital Account 311.48311.772.41415

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

Smith Seckman Reid, Inc.

July 2, 2014

Mr. Rick McClanahan
City Engineer
City of Bartlett
6382 Stage Road
Memphis, TN 38134

Re: Engineering Services for Westbrook Road Bridge

Dear Mr. McClanahan:

Smith Seckman Reid, Inc. ("SSR" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Bartlett ("the Client") for providing Engineering Design services. Following are our project understanding, scope of services, schedule, and fee.

Project Understanding

The City of Bartlett desires to repair the Westbrook Road bridge over Buckhead Creek based on the most previous inspection report dated May 14, 2013 and correct the deficiencies as noted in that report.

Scope of Services

SSR will provide the services specifically set forth below.

Task 1 – Preliminary Plans

This task will consist of a site visit to verify the conditions noted in the inspection report, measure bridge elements, and determine the final scope of repairs to be constructed. The preliminary plans will consist of a bridge layout and sequence of construction. The scope of the repairs will be included on the bridge layout, and the sequence of construction will include a conceptual traffic control plan. The need for a site visit assumes that there are no as-built plans with dimensions of existing bridge elements. This task also includes pulling together the appropriate documentation and preparation for an ARAP permit. It is assumed that to perform the bearing replacement and steel beam painting that construction will impact the stream.

Preliminary Scope of Repairs:

1. Run tests on the existing paint of the steel beams and check for the presence of lead in the paint.
2. Remove and replace bearings under steel beams.
3. Repair steel beams identified with section loss.
4. Clean and paint steel beams in accordance with all appropriate TDOT and EPA guidelines.
5. Miscellaneous concrete patching on concrete substructures.
6. Mill existing asphalt on bridge and approaches, place 3.25" asphalt sealant system

2650 Thousand Oaks Blvd., Suite 3200, Memphis, TN 38118
Tel: 901.683.3900 · Fax: 901.683.3990 · www.ssr-inc.com

on bridge and transition approaches.
7. Add approach guardrail at bridge corners
8. Traffic Control: Close road and detour.

SSR Deliverables:

1. *Preliminary Plans with Scope of Repairs and Conceptual Traffic Control Plan (1 electronic copy, Adobe PDF format) to Client.*

Task 2 – Final Design and Plans Preparation

Following approval of the Preliminary Plans by the City, SSR will proceed with final design and plans preparation. This task will consist of the preparation of design construction documents for the repair work. This plan set will be developed and packaged similar to a TDOT bridge repair plan set but will have its own specifications and pay items. SSR will assist with preparation of the bid package and pre-bid questions. This will include all special provisions and specifications required if the existing paint contains lead.

Drawing List – Bridge Layout, General Notes/Estimated Quantities, Repair Details (maximum of 4 drawings) [Assume no major structural repairs necessary]

SSR Deliverables:

1. *Construction documents signed and sealed by a Tennessee Professional Engineer (1 full size hard copy and 1 electronic copy, Adobe PDF format) to Client.*
2. *Construction Specifications (1 hard copy and 1 electronic copy, Adobe PDF format) to Client.*

Task 3 – Construction Administration

Following the award of the construction contract, SSR will provide assistance to the City during construction. This will include:

1. Attend pre-construction contract.
2. Respond to RFI's from contractor (5 RFI's included in estimate).
3. Weekly coordination with contractor and documentation to support progress payments.
4. Documentation of as-built conditions.

SSR Deliverables:

1. *Weekly construction report (1 hard copy and 1 electronic copy, Adobe PDF format) to Client.*
2. *As-Built Plans (1 full size hard copy and 1 electronic copy, Adobe PDF format) to Client.*

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Tel: 901.683.3900 · Fax: 901.683.3990 · www.ssr-inc.com

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed for mutually agreed upon fees. Attached are our hourly rates for additional services.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by SSR during the project, including but not limited to the following:

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1. Most recent bridge inspection report dated May 14, 2013.

Schedule

Task 1 - Preliminary Plans
Phase complete within ten days of NTP for Task 1.
Task 2 - Final Design and Plans Preparation
Phase complete within one month of Preliminary Plans approval.
Task 3 - Construction Administration
Assume two months of construction activity.

Fee and Billing

SSR will provide the above services in a lump sum fee for each of tasks as outlined below:

Task 1 –	$ 6,200
Task 2 –	$17,000
Task 3 –	$18,900 (estimated)
Indirect Costs –	$ 4,050

These fees include all associated overhead and profits. SSR will invoice the Client based on the percent complete for the given task. Indirect costs will be billed as needed with appropriate documentation.

Payment is expected within 30 days of the invoice.

We look forward to working with the City of Bartlett. If you have any questions please feel free to contact me.

Sincerely,

Ian Engstrom, PE
Project Manager, SSR

2650 Thousand Oaks Blvd., Suite 3200, Memphis, TN 38118
Tel: 901.683.3900 · Fax: 901.683.3990 · www.ssr-inc.com

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

Meeting: 07/22/14 07:00 PM
Department: Planning and Economic Development
Category: Report
Prepared By: Sam Harris
Department Head: Terry Emerick

ADOPTED

AGENDA ITEM

Planning Commission Report for July 2014.

NEW BUSINESS

Special Use Permit Public Hearing

1. **AAA Collision Center, north of Elmore Road, west side of Summer Ave. (Bruce Hudgins, AAA Collision Center)**

INTRODUCTION: Mr. Bruce Hudgins with AAA Collision Center is requesting Planning Commission approval of a Special Use Permit (SUP) for an auto body repair use for the AAA Collision Center. The subject property is located north of Elmore Road, on the west side of Summer Avenue within the "C-H" Highway Business Zoning District.

BACKGROUND: According to Article V, Chart 1 of the Bartlett Zoning Ordinance, a Special Use Permit is required for auto body repair uses within the "C-H" Zoning District. Surrounding uses include: a motorcycle repair and accessory shop, a gas station, and a retail strip center.
The subject property is located on Lot 2 of the Grace Subdivision. On December 6, 2006, the Planning Commission approved the Construction and Final Plans for the subdivision. However, the subdivision was never developed.

DISCUSSION: The specific request by the applicant is for the Planning Commission to recommend the approval of a SUP to the Board of Mayor and Aldermen in order for the applicant to develop a 1.6-acre site, and operate an auto body repair facility within the "C-H" Zoning District. The applicant intends to build three new buildings totaling 13,400 square feet to operate the business. Access to the property will be from Summer Avenue.

Recommend approval of the Special Use Permit with conditions of staff.

Site Plan

2. **Bartlett Church of Christ, 2704 Charles Bryan Rd (Benjamin Witt, Ross Witt)**

INTRODUCTION: Mr. Benjamin Witt with Ross Witt is requesting Planning Commission approval of a revised site plan for the Bartlett Church of Christ. The subject property is located at 2704 Charles Bryan Road within the "RS-18" Residential Zoning District.

BACKGROUND Bartlett Church of Christ is an existing 4,849 square foot church with the seating capacity for 200 members on 1.75-acres of land. There is also an existing 3,035 square foot classroom building and an 86-space parking lot.

DISCUSSION: The specific request by the applicant is for the approval of a 1,015 square foot building expansion onto an existing 3,035 square foot classroom building. The expansion will be on the south side of the building resulting in the removal of 8-parking spaces. The specifics of the proposed site plan are as follows:

Approved with conditions of staff.

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

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

Meeting: 07/22/14 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

ADOPTED

AGENDA ITEM

Appoint Casper Briggs to the Design Review Commission.

Casper Briggs will complete Billy Williams' term. The term will expire December 31, 2014.

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

ADOPTED

RESOLUTION 11-14

Meeting: 07/22/14 07:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Sam Harris
Initiator: Terry Emerick
Sponsors:
DOC ID: 1298

Set a public hearing for August 26, 2014 for Resolution 21-14, a Resolution Approving a Special Use Permit for AAA Collision to operate an Automobile Paint and Body Shop located at Grace Subdivision Lot 2 on Summer Avenue within the "C-H" Highway Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue within the "C-H" Highway Business Zoning District.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue on Monday, July 7th, 2014, in accordance with their regulations and recommended approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 26th day of August 2014, and approved the Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue, subject to the following conditions:

Engineering Conditions:

General:

1. All conditions from the December 2006 Planning Commission meeting for Grace Subdivision need to be met concerning lot 2. These include but are not limited to the following items:

   a. Water line extension for and including fire hydrant on lot 2. This will need to be long enough to place it out of the detention basin slope.
   b. Domestic water tap for lot 2. This will need to be long enough to place it out of the detention basin slope.
   c. Sewer tap for lot 2. This will need to be long enough to place it out of the detention basin slope.
   d. Sewer extension through lot 2 along the south property line to lot 3 with the lot 3 sewer tap installed.
   e. Detention Basin construction along Hwy 70 which covers both lots 1 and 2. **Per the plat (recorded in inst # 07104356)**,
      i. This detention basin was deferred until the Site Plan for either lot 1 or Lot 2 came in (whichever came first). The design is shown on the subdivision grading plan, and detention calculations were provided at the time and are in the City's engineering files.
      ii. Construction of this basin also requires removal of the existing billboards on lot 1, which are within the proposed detention basin. The original

owner/developer asked for this specific deferral of the detention basin work, and it is also addressed as a special condition in the original subdivision contract.

iii. If more than one acre is disturbed, a SWPPP must be prepared and submitted to TDEC to obtain a Notice of Compliance. The exiting one is obsolete.

2. An Assumption Agreement or new subdivision contract shall be executed between Paragon Bank (current Grace Subdivision owner) and the City of Bartlett prior to issuance of a Lot 2 building permit, as the subdivision improvements on these lots have not been completed and released to Codes for permit.

Planning Conditions:

1. On-site storage of vehicles, equipment, parts and tires shall be contained and screened from public view.
2. The applicant shall obtain Planning Commission and Design Review Commission site plan approval following the granting of the SUP.
3. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

WHEREAS, the Board of Mayor and Aldermen have determined that this Special Use Permit should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for an Automobile Paint and Body Shop to be located at Grace Subdivision, Lot 2, Summer Avenue, incorporating the above listed conditions, is approved.

ADOPTED THIS 26th DAY OF AUGUST 2014.

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:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

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

Meeting: 07/22/14 07:00 PM
Department: Personnel
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Peter Voss
Sponsors:
DOC ID: 1301

TABLED

RESOLUTION (ID # 1301)

Resolution 25-14, a resolution to repeal and replace Chapter 22, Workers' Compensation, of the Personnel Polices of the City of Bartlett.

WHEREAS, the City's workers' compensation premium has increased substantially, as have expenses related to the current Workers' Compensation policies and related practices of the City of Bartlett; and

WHEREAS, in an effort to control such expenses, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee desire to repeal and replace Chapter 22, Workers' Compensation, of the Personnel Policies of the City of Bartlett.

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. Chapter 22, Workers' Compensation, of the Personnel Policies of the City of Bartlett is hereby repealed in its entirety.

Section 2. The City of Bartlett adopts a new Chapter 22, Workers' Compensation, a copy of which is attached hereto and is incorporated in its entirety as if fully set forth herein, to replace the repealed Chapter 22.

Section 3. This Resolution takes place immediately upon its passage, the public welfare requiring it.

Adopted this 22nd day of July, 2014.

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

A. Keith McDonald
Mayor

ATTEST: ______________________
Stefanie McGee
City Clerk

CHAPTER 22: WORKERS' COMPENSATION

22.1 ELIGIBILITY

Any employee who sustains an injury that is compensable under the Workers' Compensation Law (Tenn. Code Ann. 50-6-101, et. seq.) shall receive workers' compensation benefits for all days of absence beyond the first seven (7) in accordance with the Law. Although the first seven (7) workdays are not compensable under State law, an employee's pay may be continued during this period.

22.2 SALARY DURING INJURY LEAVE

An Employee on workers' compensation leave will be paid the employee's regular income for the first seven calendar days of disability in lieu of workers' compensation benefits. If the disability extends beyond that period (7 calendar days) the employee will be paid at the weekly compensation rate established under the Workers' Compensation Law, usually two-thirds of the employee's average weekly wage based upon the 52 week period preceding the injury. This compensation likely is non-taxable income.

A. An employee may not supplement workers' compensation benefits with any other paid benefits such as vacation or sick leave.

B. The City designates any workers' compensation leave as Family and Medical Leave Act (FMLA) leave.

C. To be eligible for workers' compensation benefits, the employee's immediate supervisor must be notified of the injury at the time of occurrence.

D. The employee must use one of the hospitals, clinics or doctors selected from the approved list provided by the City's Workers' Compensation Insurance carrier. If an employee is referred to a specialist, then a doctor must be selected from the approved list. The bodily injury and the attendant disability must be validated within the first week of disability and thereafter on a bi-weekly basis by evaluation from the attending physician. Failure of an employee to furnish such evaluation will result in loss of leave benefits. Employees must have a "Return to Work Status Report" completed by the attending physician upon returning to work.

E. The City, at its discretion, may require an evaluation from physicians selected by the City (the expense of such evaluation will be borne by the City). Failure of the employee to cooperate in such evaluation will result in loss of leave benefits. In any event, leave benefits shall terminate at such time as the attending physician or the physician selected by the City determines that the employee is physically able to return to work.

F. In the event an employee engages in other employment during the course of his/her injury leave, all injury leave benefits will cease immediately.

G. The City may require an employee to return to an available job of any nature for which the employee has been certified by the attending physician or the physician selected by the City as fit to perform. Failure of the employee to return to such available job will result in loss of leave benefits.

22.3 LIMITED DUTY ASSIGNMENTS

It is the general rule of the City of Bartlett that employees are not normally allowed to return to their duties under physical or mental restrictions. However, to help reduce workers' compensation and other related costs, and to assist employees who are temporarily incapacitated due to a work-related injury or illness in their return to work, in instances where limited work is available and does not impose an undue hardship on the City, the City of Bartlett, at its sole discretion, may offer a temporary limited duty assignment to an employee whose authorized treating physician places temporary restrictions on the employee due to a work-related injury or illness.

Such limited duty assignment is a temporary assignment only and is not available to an employee on a permanent basis under any circumstances. The availability of such limited duty assignment depends upon the employee's restrictions and the business needs of the City. In no event will a position be created for the sole purpose of utilizing the injured employee in a limited duty status.

If a limited duty assignment is available, an employee will be permitted to work in a limited duty assignment only after the City of Bartlett receives a written statement from the employee's treating physician approving the assignment for the injured employee. The City of Bartlett will review the status of the limited duty assignment with the affected employee every two weeks, in light of the City's business needs and the employee's condition, to determine if continuation of the assignment is appropriate.

The existence of this limited duty policy does not in any way guarantee that limited duty will be available at any given time, or for any particular employee who requests it. Employees on limited duty assignments must furnish a written update of their medical condition to the Personnel Department from the treating physician after each visit in order to remain in the limited duty assignment.

A. If a limited duty assignment is available, work will be assigned due to the nature of the injury or illness and the limitations set forth by the treating physician. A reasonable attempt will be made to place the employee within the employee's own department but, if necessary, an employee may be placed in another department. The decision regarding what position the employee can work consistent with the restrictions and in what department to place the employee shall be made at the sole discretion of the City of Bartlett. The maximum length of a limited duty position is ninety (90) days.

B. While on limited duty, an employee will receive the employee's regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

C. If a limited duty assignment is offered by the City of Bartlett and approved by the employee's physician, an employee's refusal to accept the offer of limited duty may affect the employee's right to workers' compensation benefits under applicable law. However, if the employee's injury or illness qualifies as a serious health condition for purposes of the Family and Medical Leave Act, such refusal to accept a limited duty position will not impact the employee's rights under the Act.

If at any point an employee is medically determined to have sustained permanent restrictions, or is medically determined to have a temporary substantially limiting impairment such that the employee would be considered disabled under the Americans With Disabilities Act, as amended, the City of Bartlett will assess the employee's situation individually, to determine the appropriate steps to be taken, if any, or reasonable accommodations that might be made without undue hardship, under the Americans With Disabilities Act, other applicable law, or other relevant City policies.

22.4 SUBROGATION OF THE CITY

Any employee injured in the course of employment by any act of another person must notify their Department Director, Personnel Director, Mayor and City Attorney prior to initiation of any legal proceeding against such other person and prior to the settlement of any claim which may result from the injury. In the event damages are recovered for an injury, the employee shall promptly reimburse the City for any compensation that the employee may have received from the City as a result of the injury, but not to exceed the net amount recovered by the employee after deduction of attorney fees. Under these subrogation provisions, the acceptance of injury leave payments by any employee shall constitute an agreement to make such reimbursement.

22.5 NOTICE OF INJURY

A. Every injured employee or the injured employee's representative shall, immediately upon the occurrence of an injury, or as soon thereafter as is reasonable and practical, give or cause to be given to his/her supervisor who has no actual notice, written notice of the injury. Except as provided by law, no compensation under Tenn. Code Ann. Title 50, Chapter 6 shall be payable if notification is not received in writing within thirty (30) days after the occurrence of the accident.

B. All Workers' Compensation reports will be filed with the Personnel Department. The supervisor or foreman will file a complete Bartlett Injury/Accident investigation report on all injuries. This report will be forwarded to the Personnel Department within twenty four (24) hours from the time of the accident.

C. The Personnel Director will be notified immediately of any serious injury or accident.

22.6 WORKERS' COMPENSATION FRAUD

Workers' compensation fraud is a punishable crime. The City of Bartlett and its insurer have a "zero tolerance" policy for fraud. Offenders will be prosecuted. If you are aware of any act that you believe to be fraudulent, tell a supervisor or Department Director right away, or contact the Personnel Department.

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

ADOPTED

RESOLUTION 12-14

Meeting: 07/22/14 07:00 PM
Department: Personnel
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Peter Voss
Sponsors:
DOC ID: 1300

Resolution 26-14, a resolution to repeal and replace Chapter 4, Section 4.11, Limited Duty - illness, accident or injury, of the Personnel Polices of the City of Bartlett.

WHEREAS, expenses related to the City's current limited duty policies and practices have increased substantially; and

WHEREAS, in an effort to control such expenses, the Board of Mayor and Aldermen of the City of Bartlett, Tennessee desire to repeal and replace Chapter 4, Section 4.11, Limited Duty-Illness, Accident, or Injury, of the Personnel Policies of the City of Bartlett.

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. Chapter 4, Section 4.11, Limited Duty-Illness, Accident, or Injury, of the Personnel Policies of the City of Bartlett is hereby repealed in its entirety.

Section 2. The City of Bartlett adopts a new Chapter 4, Section 4.11, Limited Duty-Illness, Accident, or Injury, a copy of which is attached hereto and is incorporated in its entirety as if fully set forth herein, to replace the repealed Chapter 4, Section 4.11.

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

Adopted this 22nd day of July, 2014.

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:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

4.11 LIMITED DUTY-ILLNESS, ACCIDENT, OR INJURY

It shall be the general rule of the City of Bartlett that employees are not normally allowed to return to their duties under physical or mental restrictions. In instances where an employee is restricted to limited duty by a physician due to a non work-related illness, accident or injury, the City reserves the right to staff that employee's position on a temporary basis or leave the position vacant until such time that the employee obtains a full release from a physician. However, in order to assist employees who are temporarily incapacitated in their return to work, in instances where limited work is available and does not impose an undue hardship on the City, the City of Bartlett may, at its sole discretion, offer a temporary limited duty assignment for an employee whose treating physician places temporary restrictions on the employee due to a non work-related injury or illness.

Such limited duty assignment is a temporary assignment and is not available to an employee on a permanent basis under any circumstances. The availability of such limited duty assignment depends upon the employee's restrictions and the business needs of the City. In no event will a position be created for the sole purpose of utilizing the injured employee in a limited duty status.

If a limited duty assignment is available, an employee will be permitted to work in a limited duty position only after the City of Bartlett receives a written statement from the employee's treating physician approving the assignment for the injured employee. The City of Bartlett will review the status of the limited duty assignment with the effected employee every two weeks, in light of the City's business needs and the employee's condition, to determine if continuation of the assignment is appropriate. The maximum length of a limited duty position is ninety (90) days.

The existence of this limited duty policy does not in any way guarantee that limited duty will be available at any given time, or for any particular employee who requests it. An Employee on a limited duty assignment must furnish a written update of the Employee's medical condition to the Personnel Department from the treating physician after each visit in order to remain in the limited duty assignment.

A. If a limited duty assignment is available, work will be assigned due to the nature of the injury or illness and the limitations set forth by the treating physician. A reasonable attempt will be made to place the employee within the employee's own department but, if necessary, an employee may be placed in another department. The decision regarding what position the employee can work consistent with the restrictions and in what department to place the employee shall be made at the sole discretion of the City of Bartlett.

B. While on limited duty, an employee will receive the employee's regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

If a limited duty assignment is offered by the City of Bartlett and approved by the employee’s physician, an employee’s refusal to accept the offer of limited duty may result in the employee’s termination. However, if the employee’s injury or illness qualifies as a serious health condition for purposes of the Family and Medical Leave Act, such refusal to accept a limited duty position will not impact the employee’s rights under the Family and Medical Leave Act.

If at any point an employee is medically determined to have sustained permanent restrictions, or is medically determined to have a temporary substantially limiting impairment such that the employee would be considered disabled under the Americans With Disabilities Act, as amended, the City of Bartlett will assess the employee’s situation individually, to determine the appropriate steps to be taken, if any, or reasonable accommodations that might be made without undue hardship, under the Americans With Disabilities Act, other applicable law, or other relevant City policies.

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

ADOPTED

RESOLUTION 13-14

Meeting: 07/22/14 07:00 PM
Department: Finance
Category: Amendment
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 1297

Resolution 27-14, a resolution amending and supplementing Resolution 18-14 adopted by the Board of Mayor and Aldermen on June 3, 2014.

WHEREAS, on June 3, 2014, the Board of Mayor and Aldermen (the "Governing Body") of the City of Bartlett, Tennessee (the "Local Government") adopted Resolution 18-14 (the "Prior Resolution") authorizing the issuance of revenue anticipation notes of the Local Government in an amount not to exceed $10,000,000 (the "Notes") for the purpose of meeting appropriations made for the Bartlett City Board of Education for fiscal year 2015; and

WHEREAS, the Governing Body of the Local Government has determined that to provide its full faith and credit pledge to the payment of the Notes as was the intent of the Governing Body in the Prior Resolution, it is necessary and advisable for the Local Government to adopt an amending and supplementing resolution with the language necessary to provide such full faith and credit pledge; and

WHEREAS, the Governing Body of the Local Government has further determined that to approve a form of note containing the pledge language described above as well as other terms provided for in the Prior Resolution, it is necessary and advisable for the Local Government to adopt an amending and supplementing resolution providing for the form of note attached hereto.

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

Section 1. The Prior Resolution is amended by deleting Section 4 in its entirety and replacing it with the following language "That, the Notes shall be secured solely by the receipt of taxes and revenues by the Local Government during the Fiscal Year. For the prompt payment of principal of, premium, if any, and interest on the Notes, the full faith and credit of the Local Government are hereby irrevocably pledged."

Section 2. The Prior Resolution is further amended and supplemented by adding as Exhibit A the Exhibit A attached hereto, which shall be the form of the Note referenced in Section 7 of the Prior Resolution.

Section 3. Except for the changes as hereinbefore mentioned, the Notes shall be issued in accordance with the Prior Resolution.

Section 4. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption, the welfare of the Local Government requiring it. It is hereby declared that the Prior Resolution, except as amended and supplemented herein, continue in effect.

Adopted and approved this 22nd day of July, 2014.

_____________________________ _____________________________

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

A. Keith McDonald, Mayor

ATTEST: _____________________________

Stefanie McGee, City Clerk

EXHIBIT A

REGISTERED
Number 1

REGISTERED
Not to exceed
$10,000,000

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SHELBY
CITY OF BARTLETT
REVENUE ANTICIPATION NOTE, SERIES 2014

Interest Rate: Maturity Date: Date of Bond:

[Variable Rate] June 30, 2015 _________, 2014

Registered Owner: _________________________________
____
____
Federal Taxpayer ID No.: _____________

The City of Bartlett (the "Local Government") of the State of Tennessee hereby acknowledges itself indebted, and for value received hereby promises to pay the Registered Owner hereof the sum of Ten Million Dollars ($10,000,000), or such lesser amount that has been advanced hereunder (the "Principal Sum"), on or before the Maturity Date (specified above) (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender by the Registered Owner to the Local Government or its agent, and to pay from the date hereon interest on the Principal Sum on __________, 2014, and thereafter on the _____ day of each month, at the

Interest Rate per annum (as determined below), by check or draft mailed to the Registered Owner, at the address above. [The Interest Rate shall be based on ____________, which shall be set on first of each month, commencing on ______, 2014, and interest shall be calculated on an Actual/360 basis]. Both principal of and interest on this note are payable at the office of the Director of Finance or a paying agent duly appointed by the Mayor in lawful money of the United States of America.

This note is secured solely by the receipt of taxes and revenues to be received by the Local Government during the current fiscal year of the Local Government, being July 1, 2014 through June 30, 2015, inclusive (the "Fiscal Year"). For the prompt payment of principal of, premium, if any, and interest on the note, the full faith and credit of the Local Government are hereby irrevocably pledged

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption without a premium.

This note is issued under the authority of Parts I, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated, and a resolution duly adopted by the Local Government on June 3, 2014, as supplemented and amended on July 22, 2014, to meet appropriations made for the Bartlett City Board of Education in anticipation of the collection of taxes and revenues for the Local Government during the Fiscal Year in an amount not exceeding sixty percent (60%) of the total appropriations of the Local Government for the Fiscal Year. The Maturity Date specified above shall not exceed the end of the Fiscal Year.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the Mayor, and countersigned and attested by the manual signature of the City Clerk, with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the ______day of _______________, 20___.

Duly passed and approved this ____________ of _______, 20__

____
Mayor

ATTESTED:

____
City Clerk

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

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

Meeting: 07/22/14 07:00 PM
Department: Legal
Category: Agreement
Prepared By: Stefanie McGee
Department Head: Ed McKenney

ADOPTED

AGENDA ITEM

Resolution 28-14, 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 $725,000 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 22nd day of July, 2014.

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

ATTEST: ______________________________
Stefanie McGee
City Clerk

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

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
Phone: 818/222-1006
Fax: 818/222-1516

July 22, 2014

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

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. 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 096 **–** Print and sign two copies.
- Master Lease Agreement No. 426 **–** 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.
- Authorization Agreement for Preauthorized Debit Payments - print one copy, complete, sign and return with a voided check.
- 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.

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 $702,100.67 [$702,100.67 for equipment, $0.00 for e-Waste fees (if applicable) and $0.00 for sales tax (if applicable)]; Apple Quote 2201468659; and must include Ship To and Bill To addresses.

  The vendor on all purchase order(s) must be:
  Apple Inc.
  MS: 186-ED
  12545 Riata Vista
  Austin, TX 78727
- 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 and ekiefer@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

Schedule # 096
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
BH625LL/A	MacBook Pro 5-pack (13"/ 2.5GHz/4GB/500GB/SuperDrive) (Part Number: MD509LL/A) (Total Units: 610) with AppleCare Protection Plan - 11-inch and 13-inch MacBook Air/13-inch MacBook Pro - Auto Enroll (Part Number: S3130LL/A) (Total Units: 610)	122	$5,617.15	$685,291.96
MB572Z/B	Mini DisplayPort to VGA Adapter	610	$27.56	$16,808.71
			TOTAL	$702,100.67

TRANSACTION TERMS:

RENT:	Two (2) semi-annual payments of $92,500.00 (plus applicable taxes) paid each on December 1, 2014 and June 1, 2015, followed by six (6) semi-annual payments of $94,496.76 (plus applicable taxes) paid on each December 1 and June 1 thereafter	Equipment Cost:	$702,100.67
PAYABLE:	Semi-Annual in Advance	e-Waste:	$0.00
ADVANCE RENT:	N/A	Taxes:	$0.00
ADVANCE RENTAL/ DOWNPAYMENT	N/A	**TOTAL:**	**$702,100.67**

EQUIPMENT PURCHASE OPTION at END of LEASE:

X $1.00 ____ Fair Market Value. ____ Other:

LEASE TERM: 48 Months (commencing August 1, 2014, first rental due December 1, 2014 and continuing semi-annualy thereafter through July 31, 2018)

EQUIPMENT LOCATION: (IF DIFFERENT FROM LESSEE ADDRESS ABOVE) 5650 Woodlawn Street, Bartlett, TN 38134

LESSEE CONTACT/TELEPHONE: John Simi, 901-416-4250, John.simi@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 TENNESSEE. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN SHELBY COUNTY, TENNESSEE.

ACCEPTED BY:	*PROPOSED BY:*
LESSOR: APPLE INC.	**LESSEE: CITY OF BARTLETT**
BY: ______________	BY: ______________
NAME & TITLE: ______________	NAME & TITLE: ______________
DATE: July 22, 2014	DATE: July 22, 2014 FED. TAX ID#: ______________

Master Lease Agreement No. 426 dated as of July 22, 2014, ("Agreement"), by and between, Apple Inc., as "Lessor", and City of Bartlett, as "Lessee" with its principal address at 6400 Stage Road, Bartlett, TN 38134.

DEFINITIONS: Unless the context otherwise clearly requires, the following terms shall have the respective meanings set forth below for all purposes this Agreement and of each Schedule:

Agreement - this master lease agreement.
Code - Internal Revenue Service Code of 1986 as amended from time to time.
Contractor - any manufacturer or vendor of the System.
Damaged Equipment - Equipment that is lost, stolen or damaged.
Damages - means any injuries, damages, penalties, claims or losses, including reasonable legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System.
Day - a calendar day unless otherwise specified.
Documents - each Lease, any documents relative to the acquisition of the System and any other documents required to be delivered in connection with each Lease.
Escrow Account - an account from which the cost of the System is to be paid.
Equipment - all items of personal property described in the applicable Schedule and subject to this Agreement.
Equipment Location - the place where you have represented that all items of personal property described in the applicable Schedule and subject to this Agreement will be located.
Lease - this Agreement and a Schedule.
Lease Term - the time period listed in the applicable Schedule.
Lessor Equipment - Equipment manufactured or assembled by Lessor.
Net Book Value – (i) any and all amounts which may be due and payable by you to us under the Lease, plus (ii) the present value of all Rent payments remaining through the end of the Lease Term discounted at the lesser of 4% or the highest rate allowed by law plus (iii) our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term.
Other Equipment - Equipment not manufactured, assembled, or distributed by Lessor.
Product Warranty - any express product warranty from Lessor.
Rent - payments payable by the Lessee to Lessor for the acquisition of the System as shown in the applicable Schedule.
Schedule - any lease schedule under this Agreement signed by you and accepted by us.
Software - means any operating systems or application programs described in the applicable Schedule and subject to this Agreement.
System - Equipment or Software, or both, in the applicable Schedule.
System Cost - cash price of Equipment and fee for Software license.
We, Us, and **Our –** Lessor or our agent.
You and **Your –** Lessee or your agent.

Other capitalized terms not otherwise defined in this Agreement are defined in the Schedule.

TERMS AND CONDITIONS

1. LEASE OF SYSTEM. By execution of this Agreement alone, neither you nor we have made a commitment to lease any System. The execution of a Schedule, which incorporates the terms and conditions of this executed Agreement shall constitute a commitment to lease the System. You hereby represent and warrant that the System and the Contractor have been selected by you in compliance with all applicable laws, codes, ordinances, regulations, and policies, including but not limited to, any solicitation of competitive pricing and/or bidding requirements, governing your acquisition (by exercise of any applicable purchase option), use, leasing, and/or rental of equipment or payment of software license fees. You further represent and warrant that we shall have no responsibility in connection with the selection of the Equipment or the Software, the ordering of the Equipment or the Software, its suitability for the use intended by you, your compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Contractor or the Contractor's sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver, install, or maintain the Equipment or the Software for your use. You shall order the System from the appropriate Contractor.

ESCROW AGREEMENT. If upon agreement by both you and us as to any System to be acquired by us and leased by you under this Agreement, you and we enter into an escrow agreement with an escrow agent establishing an Escrow Account from which the cost of the System is to be paid (a) you and we shall immediately complete and execute a Schedule relating to the System; (b) the amount deposited by us into the Escrow Account shall be repaid by the Rent payable under the related Schedule; and (c) the Rent relating to the System shall have an aggregate principal component equal to the amount of our deposit into the Escrow Account and shall be due and payable as provided in the related Schedule commencing upon the deposit of funds by us into the Escrow Account. You acknowledge and agree that no disbursements shall be made from an Escrow Account except for portions of the System that are operationally complete and functionally independent and that may be fully utilized by you without regard to whether the balance of the System is delivered and accepted.

2. LEASE. You shall advise us in writing of your desire to lease the System, a description of the System, the cost of the System, the Contractor supplying the System, the expected System operational date, the desired lease terms, and any additional information we may require. If we, in our sole discretion, determine the proposed System may be subject to a Lease hereunder, we shall advise you of our acceptance of your request and the conditions of our acceptance. Upon your receipt of the invoices for the System from the Contractor, you will forward those invoices immediately to us and we will furnish you with a proposed Schedule. Subject to the terms of this Agreement, you agree to lease from us the Equipment, and, if applicable, finance any software license fee for any Software, and delivery and installation costs described in each Schedule, when we accept the Schedule at our office. Each Schedule will incorporate the terms, conditions, and provisions of this Agreement and will constitute a separate Lease.

3. INVOICE PAYMENT OR REIMBURSEMENT. We shall have no obligation whatsoever to make any payment to a Contractor or reimburse you for any payment you made to a Contractor for the System until five (5) business days after we have received all of the following in form and substance satisfactory to us in our sole discretion: (a) a Schedule executed by a person duly authorized by your governing board; (b) a written notice from you of acceptance of the System; (c) a resolution or evidence of other official action taken by or on behalf of your governing board to authorize the acquisition of the System on the terms provided in the Schedule; (d) evidence of insurance with respect to the System in compliance with Section 14 of this Agreement; (e) Contractor invoice and/or bill of sale relating to the System and if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) an Opinion of Counsel; and (g) any other documents, items, or information required by us.

4. DELIVERY AND ACCEPTANCE OF SYSTEM. Acceptance of the System shall occur immediately upon delivery. When you receive the System, you agree to inspect it and to verify in writing such information as we may require. Delivery and installation costs are your responsibility unless otherwise agreed to in advance with us and the Contractor of the System. If you signed a purchase contract for the System, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

5. RENT. You agree to pay us Rent (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in advance, your first Rent payment is due on the date you accept the System or on the date of our deposit into an Escrow Account. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. We will send you a copy of such changes. Restrictive endorsements on checks you send to us will not reduce your obligations to us**. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**

NON-APPROPRIATION OF FUNDS. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all Rent and other payments can and will lawfully be appropriated and made available to permit your continued utilization of the Systems leased under all Leases and the performance of its essential function during the Lease Terms. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the Rent to become due in such fiscal period. We acknowledge that appropriation of moneys for Rent is a governmental function which you cannot contractually commit yourself in advance to perform and this Agreement or any Lease resulting from this Agreement does not constitute: (i) a multiple fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on your tax or general revenues. In the event that your governing board does not approve an appropriation of funds at any time during the Lease Term for the payment of Rent and other payments if any due and to become due for a fiscal year during the Lease Term for the System subject to the Lease you shall have the right to return the System in accordance with Section 18 of this Agreement and terminate the Lease on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) Days prior to the end of your fiscal year, your chief executive officer (or legal counsel) shall certify in writing that (a) despite your utilization of best efforts to obtain sufficient appropriations, funds have not been appropriated for the fiscal period, and (b) you have exhausted all funds legally available for the payment of Rent. You acknowledge and agree that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the System with other substantially identical property. To the extent permitted by applicable law, you acknowledge and agree not to utilize the non-appropriation provision for such purposes.

6. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN THE SECOND PARAGRAPH OF SECTION 5 "NON- APPROPRIATION OF FUNDS," YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE SYSTEM IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

7. DISCLAIMER OF WARRANTIES. THE SYSTEM IS BEING LEASED TO YOU IN AS-IS CONDITION (which is the condition of the System at the time of acceptance). NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE SYSTEM BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTY, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we manufactured and/or assembled the Lessor Equipment and will contact us for a description of your warranty rights with respect to Lessor Equipment. You agree to settle any dispute you may have regarding performance of the Lessor Equipment directly with us and not make any claim against the Rent due any new owner described in Section 21. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Lessor Equipment. Nothing in this Agreement or in any Schedule shall relieve us of any obligations which we may have as the manufacturer or the distributor of the Lessor Equipment including, without limitation, the obligations outlined in the Product Warranty. You acknowledge and agree that the Product Warranty is a separate agreement between you and us and not a part of this Agreement. You are also aware of the name of the manufacturer of Other Equipment and the name of the Software licensor. You agree to contact the manufacturer of the Other Equipment or the licensor of the Software for a description of your warranty rights. Provided you are not in default under the Lease, you may enforce all of the warranty rights directly against the manufacturer of the Other Equipment or the licensor of the Software, as the case may be. You agree to settle any disputes you may have regarding performance of the Other Equipment or the Software directly with the manufacturer of the Other Equipment or the licensor of the Software, as the case may be, and not make any claim against the Rent due us or any new owner described in Section 21. You agree to continue to pay us (or such new owner) all Rent and other sums which may be due and payable even if you have a dispute with any manufacturer of the Equipment or the licensor of the Software, including, without limitation, such manufacturer's or licensor's bankruptcy.

8. TITLE AND SECURITY INTEREST. If the Schedule 1) indicates the purchase option is a fair market value purchase option, then THIS IS A "TRUE LEASE", and **the system is and shall remain our sole property during the lease term; or 2) the Schedule indicates the purchase option is for a nominal or fixed amount, then you shall have title to the Equipment immediately upon acceptance and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease.** Unless you are in default under the Lease, or an event of non-appropriation has occurred, you shall have the right to peacefully possess and use the System during the Lease Term. To secure all of your obligations to us under the Lease you hereby grant us a first priority purchase money security interest in (a) the Equipment to the extent of your interests (if any) in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, (d) any money from an insurance claim if the Equipment is lost or damaged, (e) your rights under each agreement for the licensing of Software; (f) the System. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. You authorize us to file financing statements in order for us to publicly record our title to the Equipment or our security interest. If allowed by the laws of the state where you are located and if we request, you agree to sign financing statements in order for us to publicly record our title to the Equipment or our security interest. You hereby appoint us as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us with the same force and effects as if you have signed such financing statements. The Lease or a copy of the Lease shall be sufficient as a financing statement and may be filed as such.

9. USE, MAINTENANCE AND REPAIR. You will not move the System from the Equipment Location without our advance written consent except that any System that has been designed by nature to be a movable piece of technology (such as laptop computers) may be moved within the continental United States without a written consent from the Lessor. In order to facilitate the use of the Equipment by students and/or faculty members of Lessee's organization ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the System is not (i) used for any illegal activity or private business purposes, or (ii) used by anyone other than Authorized Users; (b) Lessee shall not (i) sub-lease, rent or sell any System (in whole or in part) to any Authorized User, and (c) Lessee (and not Authorized Users) shall be *solely* responsible for (i) maintaining insurance in accordance with Section 14 herein, (ii) payment of any applicable property taxes on the System, and (iii) return of the System to Lessor in the event of Lessee's default or non-appropriation hereunder. You will give us reasonable access to the Equipment Location so that we can check the System's existence, condition and proper maintenance. You will use the System in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, subject to any applicable written warranties, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the Lease. You will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

10. TAXES. You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to each Lease and the Equipment (excluding taxes based on our net income). You acknowledge and agree that (i) the Equipment is and shall remain our sole property during the Lease Term, and (ii) as the owner of the Equipment, we may be required to pay property taxes assessed against the System. Although you may be exempt from the direct obligation to pay of property taxes, you agree that (a) you will, at our sole discretion, either (1) reimburse us, when invoiced, for all taxes (including any sales, use and personal property taxes), fines, interest and penalties we are assessed relating to each Lease and the System (excluding taxes based on our net income), or (2) remit to us each month our estimate of the monthly equivalent of such taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under each Lease to offset any such adverse effect. We do not have to contest any tax assessments.

11. CLAIMS. Inasmuch as our sole responsibility in connection with this Agreement and any subsequent Lease under the Agreement is to provide financing for the acquisition of the System, it is the intent of the parties that we incur no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the System. You hereby acknowledge and agree that we are not responsible (except for our obligations as outlined in the Product Warranty, as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions) for any Damages. You agree that you shall not bring or make any claim, lawsuit or action against us and shall reimburse us for and defend us against any claims for any Damages even after the Agreement and each Schedule has expired for acts or omissions which occurred during the Lease Term.

12. IDENTIFICATION. You authorize us to insert missing or correct information on the Lease, including, without limitation, your official name, serial numbers and any other information describing the System. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

13. LOSS OR DAMAGE. You are responsible for any loss of or Damages to the System from any cause at all, whether or not insured, from the time the System is delivered to you until it is returned to us. If any item of the Equipment is Damaged Equipment you will notify us in writing within fifteen (15) Days of such event. Within fifteen (15) Days after the date you have notified us of such event, at our option, you will either: (a) repair the Damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, while continuing to pay the Rent on a current basis; or (b) while continuing to pay the Rent on a current basis replace the Damaged Equipment at your sole cost and expense with equipment, conveyed and granted to us by you, with marketable title, free and clear of any liens, claims or encumbrances of any kind or nature whatsoever, and having substantially similar manufacturer's specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to our approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment and shall be our property; or (c) pay us an amount equal to the Net Book Value of the Damaged Equipment and continue the Lease for the non-Damaged Equipment with Rent equivalent to the product of the total original cost of the non-Damaged Equipment divided by the cost of the System multiplied by the amount of the original Rent. Provided you are not in default or an event of non-appropriation has not occurred under the Lease, we will apply any insurance proceeds which we receive for Damaged Equipment to the cost of repair or replacement of the Damaged Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

14. INSURANCE. You agree to (a) keep the System fully insured against loss, naming us and our assigns as loss payee under any commercial or self-insurance plan you may have insuring the System against loss, and (b) obtain a general public liability insurance policy (or suitable program of self-insurance) covering both personal injury and property damage in amounts not less than we may tell you, naming us and our assigns as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 30 Days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 Days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the System at your sole expense. You will pay all insurance premiums and related charges. You may request to provide self-insurance on our interest in the System. Approval of such self-insurance shall be subject to such terms and conditions as may be required by us in our sole discretion.

15. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) you fail to pay any Rent or other payment due under any Lease within 10 Days after its due date, or (b) you fail to perform or observe any other promise or obligation in the Lease and do not correct the default within 10 Days after we send you written notice of default, or (c) any representation, warranty or statement you have made in the Lease shall prove to have been false or misleading in any material respect, or (d) any insurance carrier cancels or threatens to cancel any insurance on the System, or (e) the System or any part of it is abused, illegally used, or misused, or (f) the System or any part of it is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 13, or (g) a petition is filed by or against you under any bankruptcy or insolvency laws, or (h) you default on any other agreement between you and us (or our affiliates), or (i) you fail to obtain insurance as required in Section 14.

16. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following (without limiting any other rights or remedies available to us): (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable under any and all Leases, (i) any and all amounts which may be then due and payable by you under the Leases, plus (ii) all Rent payments remaining through the end of the then current fiscal year. We have the right to require you to remove all proprietary data from the System, holding us and any subsequent owner described in Section 21 or their assigns harmless if you fail to do so. If you fail to deliver the System as required by Section 18, you will make the System available to us for repossession during reasonable business hours or we may repossess the System, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the System repossessed. You will not make any claims against us or the System for trespass, damage or any other reason. You acknowledge and agree that we are the owner of the Equipment and, if we take possession of the Equipment, we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. You agree that (a) we have no obligation to sell the Equipment, and (b) if we do sell the Equipment we have no obligation to pay any proceeds of such sale to you. You agree (a) to the extent funds are appropriated by you, to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (b) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Notwithstanding anything contained in this Section 16 or Section 15 above, if we have assigned our rights in any Lease(s) we shall not have the right to exercise the remedies stated herein for such Lease(s) and the decision whether to exercise any or all of the remedies stated herein shall be in the sole and absolute discretion of the party assigned such Lease(s).

17. YOUR OPTIONS AT END OF LEASE. TRUE LEASE: In the case of a true lease as indicated in the Schedule, provided you are not in default, and an event of non-appropriation has not occurred, upon expiration of a Lease you shall have the option to (a) with at least ninety (90) Days advance written notice to us, purchase all but not less than all of the System for its then fair market value as determined by us in our sole discretion, or (b) with at least ninety (90) Days advance written notice to us, and subject to our approval, re-lease the System for one additional 12 month term at the fair market rental value, as determined by us in our sole discretion, or (c) if the applicable Lease provides for Rent to be paid on a monthly basis, with advance written notice provided to us no later than 90 Days (but no earlier than 120 Days) prior to the end of the Lease Term, or, if the applicable Lease provides for Rent to be paid on a quarterly or annual basis, with advance written notice provided to us no later than 90 Days (but no earlier than 180 Days) prior to the end of the Lease Term, return the System to us in accordance with Section 18. If you fail to notify us in writing within the time specified above as to which option you have chosen, the Lease shall automatically renew for a term of ninety (90) Days (the "Renewal Term") at the same Rent payable during the Lease Term. The Lease Term shall thereafter be automatically and continually renewed for additional Renewal Terms. You agree to continue making Rent payments to us until (a) you provide us with such advance written notice and (b) the Lease has continued in full force and effect for three additional Renewal Terms thereafter. If you elect to purchase the System, upon payment of the agreed upon price including all sales and other applicable taxes, we will transfer the System to you AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY. If you elect to renew the Lease, Rent shall accrue from the first day following expiration of the Lease Term and shall be payable in accordance with the terms of the renewal. Upon payment of all amounts due under the Lease, you will have a continuing right to use the Software in accordance with the terms of the applicable software license agreement(s). **$1.00 PURCHASE OPTION:** In the case of a $1.00 purchase option lease, as indicated in the Schedule, provided you are not in default, upon expiration of the lease term you have the option to purchase all but not less than all of the System for $1.00.

18. RETURN OF SYSTEM. If (a) a default occurs, (b) a non-appropriation of funds occurs in accordance with Section 5, or (c) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not purchase the Equipment at the end of the Lease Term, at your sole cost you will immediately return the System (including all copies of the Software free of any proprietary data), manuals, and accessories to any location and aboard any carrier we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 9, and in "Average Saleable Condition." "Average Saleable Condition" means the System is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings other than those placed at our request. You will pay us for any missing or defective parts or accessories and for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement, deliver the Equipment in Average Saleable Condition or for damages incurred in shipping and handling. You will continue to pay Rent until the System is accepted by us. Our acceptance of the System shall occur fifteen (15) Days after delivery unless we reject the Equipment for good cause within such fifteen (15) Day period.

19. YOUR REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant to us that as of the date of each Lease, and throughout each Lease Term: (a) you are the entity indicated as Lessee in the Lease and that is your official legal name; (b) you are a State or a fully-constituted political subdivision or agency of the State in which you are located; (c) you are duly organized and existing under the Constitution and laws of the State in which you are located; (d) you are authorized to enter into and carry out your obligations under the Documents; (e) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (f) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (g) the System is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (h) you intend to use and own the System for the entire Lease Term and shall take all necessary action, in accordance with the second paragraph of Section 5, to include in your annual budget any funds required to fulfill your obligations for each fiscal year during each Lease Term; (i) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease and the acquisition of the System; (j) your obligations to remit Rent under each Lease constitutes a current expense and not a debt under applicable state law. No provision of the Lease constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of the Lease; (k) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; (l) all payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the System; and (m) you shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Rent payment to become includible in our gross income for Federal income taxation purposes under the Code; (n) you shall comply with the information reporting requirements of Section 149(e) of the Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); and (o) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition.

20. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the term of each Lease you will take any action we reasonably request to protect our rights in the System and to meet your obligations under the Lease.

21. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE SYSTEM, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE SYSTEM, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT. You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the System is located to waive any rights they may have in the System. We may, without notifying you, sell, assign, or transfer our rights, but none of our obligations, under any Lease and our interests in the System. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us, the System, or the manufacturer or licensor of the Other Equipment or Software. However, any such assignment, sale, or transfer of the Lease or the System will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease.

22. COLLECTION EXPENSES, OVERDUE PAYMENT, EARLY TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to of the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or $22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease (for reasons other than non-appropriation pursuant to Section 5), you agree to pay a fee for such privilege.

23. AGREED LEASE RATE. You understand that the Equipment may be purchased (and the Software licensed) for System Cost or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the System from us for the Lease Term and that you have agreed to pay Rent. **We both intend to comply with all applicable laws. If it is determined that your payments (or any portion thereof) under the Lease constitute interest, and as such, result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.**

24. MISCELLANEOUS. Each Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN EACH LEASE.** If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. **EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC").** You authorize us or our agent to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to $100 per Lease to cover our documentation, filing, and investigation costs. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however,* that only counterpart one shall constitute the original for each Lease for purposes of the sale or transfer of a Lease as chattel paper as provided in such Lease.

25. NOTICES. All written notices to each other must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Schedule, or by facsimile transmission, with oral confirmation of receipt. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

26. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement or any Lease; (b) revoke acceptance of the System; (c) recover damages from us for any breach of warranty or for any other reason (other than any obligations which we may have to you under the terms of the Product Warranty for the Lessor Equipment, or as manufacturer and/or assembler of Lessor Equipment, or to the extent caused solely by our intentional or negligent acts or omissions); and (d) grant a security interest in any System in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which may limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver the System.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT OR A SCHEDULE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AND WE AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE SYSTEM WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION YOU HAVE GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. YOU AGREE TO THE JURISDICTION AND VENUE OF THE FEDERAL COURTS IN THE STATE WHERE YOU ARE LOCATED.

LESSOR: APPLE INC.	**LESSEE: CITY OF BARTLETT**
BY: ______________________	**BY:** ______________________
TITLE: ______________________	**TITLE:** ______________________
DATE: ______________________	**DATE:** ______________________
	FED TAX ID#: ______________________

Certificate of Acceptance for Schedule # 096 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
BH625LL/A	MacBook Pro 5-pack (13"/ 2.5GHz/4GB/500GB/SuperDrive) (Part Number: MD509LL/A) (Total Units: 610) with AppleCare Protection Plan - 11-inch and 13-inch MacBook Air/13-inch MacBook Pro - Auto Enroll (Part Number: S3130LL/A) (Total Units: 610)	122
MB572Z/B	Mini DisplayPort to VGA Adapter	610

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 RENT COMMENCEMENT DATE SHALL BE AUGUST 1, 2014.**
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. 096, 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. 096 TO THE EXTENT OF THE INFORMATION HEREIN CONTAINED.

LESSEE: CITY OF BARTLETT

BY: ____

TITLE: ____

DATE: ____

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated: July 22, 2014

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. 426-096 (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 22, 2014

ACKNOWLEDGED AND AGREED:
TEQLEASE, INC.

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

July 22, 2014

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

RE: Schedule 426-096 dated July 22, 2014 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. ______________ FAX NO. ______________

CONTACT ______________ POLICY NO. ______________

Re: CITY OF BARTLETT
SCHEDULE 426-096

Gentlemen:

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* ***$702,100.67*** *with a deductible not to exceed* ***$1,000.00.***

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

C) *Insurance may be provided by the City of Bartlett.*

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

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 Master Lease Agreement 426-096, 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
(818)222-1006 (818)222-1516 fax

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Re: Master Lease Agreement 426 dated July 22, 2014, as supplemented by Schedule 426-096 dated July 22, 2014

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
Phone: 818/222-1006
Fax: 818/222-1516

July 22, 2014

John Simi
City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Dear John Simi:

PLEASE FORWARD TO ATTORNEY

Attorney for City of Bartlett, as Lessee

Re: Opinion of Counsel, to Schedule 426-096, dated July 22, 2014 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 426-096, dated July 22, 2014, 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 the 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 the City of Bartlett (the "Master Agreement") and an executed counterpart of Schedule 426-096, dated July 22, 2014, 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 resolution of Lessee which, among other things, authorize Lessee to execute the Master Agreement, Property Schedule No. 1 and related payment schedule to be entered into pursuant to the Master Agreement 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".

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, with an option to purchase and to execute and deliver the Lease and to perform its obligations under the Lease;

(4) The Lease has each been duly authorized and has been, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with it's respective terms

(5) The resolution adopted by Lessee's governing body authorizing the execution and delivery of the 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 the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

Printed Name: ____________________________________

Signature: ____________________________________

Firm: ____________________________________

Dated: ____________________________________

Address: ____________________________________

Telephone No.: ____________________________________

Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
Phone: 818/222-1006
Fax: 818/222-1516

Invoice

Date	Invoice No.
July 22, 2014	426096-1214

Bill To

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

Billing Period

Annual Payment
08-01-2014 – 05-31-2015

Page 1

Lease Number: 426096

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

Payment Due:	December 1, 2014	$92,500.00
Tax Due:	Exempt	$0.00

Invoice Total $92,500.00

PLEASE REMIT TO:

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

Amendment No. 001 to Master Lease Agreement No. 426 dated July 22, 2014 by and between City of Bartlett as Lessee and Apple Inc. as Lessor

The terms and conditions of Master Lease Agreement No. 426 are hereby modified and amended as follows:

1. In Section 5, Rent, Non-Appropriation of Funds, Line 15: After "substantially identical property" delete ". To" and insert " and to".

2. In Section 11, Claims, Line 5: After "for any Damages. " delete "You" and insert "To the extent permitted by applicable law, you".

3. In Section 16, Remedies, Line 11: After "such sale to you. " delete "You" and insert "To the extent permitted by applicable law, you".

4. In Section 26, Waivers, Line 1: After "WE AND YOU " insert "(TO THE EXTENT PERMITTED BY APPLICABLE LAW)".

All other terms and conditions of Master Lease Agreement No. 426 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date set forth below.

LESSOR: APPLE INC.	LESSEE: CITY OF BARTLETT
BY: ______________________________	BY: ______________________________
NAME: ____________________________	NAME: ____________________________
TITLE: ___________________________	TITLE: ___________________________
DATE: ____________________________	DATE: ____________________________

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

ADOPTED

Meeting: 07/22/14 07:00 PM
Department: Legal
Category: Agreement
Prepared By: Stefanie McGee
Department Head: Ed McKenney

AGENDA ITEM

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

This Memorandum of Understanding, dated this ___ day of July, 2014 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 intends to commence instruction beginning with the 2014-

2015 school year and continuing each year thereafter; and

WHEREAS, the School Board is in need of Apple computers to provide its teachers 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 six hundred and ten (610) Apple computers for use by teachers 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:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick