City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 12, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Christopher D. Briwder, Sr., Temple of Praise

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 14 at 7 p.m.

Historic Preservation Commission, July 18 at 7 p.m.

BPACC Advisory Board, July 19 at 6 p.m.

Bartlett Arts Council, July 19 at 6:30 p.m.

Design Review Commission, July 19 at 6:30 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the June 28, 2016 Board of Mayor and Aldermen Regular Meeting

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Simmons, Young, Sedgwick

CONSENT AGENDA

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

1 **Special event permit for Memphis Runners Track Club 5-mile runs. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sundays, August 7 and August 21 from 5:30 to 9:30 a.m. at W. J. Freeman Park.

2 **Annual agreement with Motorola for police radio service. (Gary Rikard, Chief of Police)**
Request to purchase a Radio Service Agreement from Motorola in the amount of $22,111.20 for July 2016 to June 2017. Funds are available in Account 110.42100.263.

3 **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

4 **Site plan contract for Precision Laser Art. (Wade Towles, Assistant Director of Engineering)**
The developer, Servco Building Services, LLC, will pay $14,798.51 in City Fees. The bond is set at $84,640.27.

NEW BUSINESS

1 **Resolution 33-16, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2016, in an amount not to exceed $1,127,500, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that these monies will be used to fund the Capital portion of this Fiscal Year 2017 Budget.

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

OPEN DISCUSSION

Alderman Pleasant announced his tenth annual fish fry to be held Saturday, July 16 at his home.

ADJOURNMENT

Meeting adjourned at 7:07 PM

City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 28, 2016 - 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 Danny Sinquefield, Faith Baptist Church

FUTURE MEETINGS

Family Assistance Commission, July 5 at 6 p.m.

Planning Commission, July 5 at 7 p.m.

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

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

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

RECOGNITIONS

Troop 459 Citizenship one

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

MINUTES ACCEPTANCE

Minutes of the June 16, 2016 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jun 28, 2016 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

1 **Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Sixteen items have been identified as having a potential auction-value of $500 or more and will be auctioned on GovDeals.com.

2 **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, 2016 to June 30, 2017. Funds are available in Account 123.48123.264.

3 **Fourth-year renewal of water tank maintenance project. (Rick McClanahan, Director of Engineering)**
Recommend awarding Year Four of water tank maintenance project to Utility Service Company, Inc., in the amount of $130,800, plus a contingency amount of $10,000 for a total cost of $140,800. Funds are available in Account 510.51051200.945.

4 **Bid for Fiscal Year 2017 annual transportation projects. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bids from the following contractors:
Concrete Replacement - A&B Construction
Traffic Signal Repair - Desoto County Electric, McCrory Electric
Pavement Markings- Traf-Mark Industries
Asphalt Pavement - Lehman-Roberts, Standard Construction, APAC-Tennessee
These are all budgeted items.

5 **Bid for Wastewater Treatment Plant roof replacement. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from B Four Plied in the amount of $43,173.00, plus a contingency amount of $6,827.00 for a total cost of $50,000.00. Funds are available in Account 510.51400.945.

6 **Bid for Wastewater Plant sludge disposal. (Rick McClanahan, Director of Engineering)**
Recommend accepting the only bid from Republic Services in the amount of $25 per ton of sludge disposed and $43.50 per ton of sludge hauled to the landfill. Funds are available in Account 510.51400.290.

7 Fair Housing Law information as required for receipt of state grant. (Rick McClanahan, Director of Engineering)

The Tennessee Department of Economic and Community Development requires presentation of the Fair Housing Law as part of receiving a disaster grant that will fund drainage improvements to Harrington and Fletcher Creeks.

8 Apple Capital Lease Debt Obligation Form for school computers. (Dick Phebus, Director of Finance)

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for certain obligations. Attached form is presented for the Apple Computer capital lease approved on June 16, 2016.

9 Treasurer's Report for May 2016. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	$70,251,836
Year-to-date Expenditures	$64,448,859
Adopted Budget Revenues	$70,251,836
Year-to-date Revenues	$60,747,125

NEW BUSINESS

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

Carol Price will complete Suzanne Leslie's term. The term will expire December 31, 2018.

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

2 Appoint Doug Conn to the City Beautiful Commission. (A. Keith McDonald, Mayor)

Doug Conn will complete Alison Shores' term. The term will expire December 31, 2016.

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

3 Appoint Charlene Mitchell to the Grievance Review Board. (A. Keith McDonald, Mayor)

Charlene Mitchell will complete Ted Archdeacon's term. The term will expire December 31, 2016.

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

4 Property, Liability, Auto, and other general insurance renewals. (Dick Phebus, Director of Finance)

Mr. Phebus noted that the Bartlett City School System will now have a separate general liability policy, but will continue to share polices for all other insurances.
Additionally, the City received a credit in the worker's compensation policy, and the premium will decrease by $16,000.

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

5 Resolution 26-16, a resolution to delete uncollectible accounts from utility customers accounts receivable. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this resolution will write off a total of $77.110.54 in uncollectible utility bills. This is an increase from of $11,000 from last year.

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

6 Resolution 27-16, a resolution to establish and adopt internal controls, including its initial annual assessment of risk, as required by state law. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this is a new requirement from the State Legislature. It's a 73-page document that details the daily tasks of the Finance Department.

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

7 Resolution 28-16, a resolution to amend the Fiscal Year 2015-2016 General Purpose School Fund Budget of the Bartlett City Board of Education. (Dick Phebus, Director of Finance)

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

8 Resolution 29-16, a resolution to amend the Fiscal Year 2015-2016 Education Capital Projects Fund Budget of the Bartlett City Board of Education. (Dick Phebus, Director of Finance)

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

9 Resolution 30-16, a resolution to write off outstanding checks receivable resulting from uncollectable bad checks payable to the City of Bartlett. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this resolution will write off $6,532.35 in bad checks written to the City's various departments.

Alderman Elliott said she noticed some people had written multiple bounced checks. She asked why there isn't a system in place to have those individuals pay in cash. Mr. Phebus said such a system exists for water payments, but not for other payments. Mayor McDonald added that the City needs to address this issue.

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

10 Resolution 31-16, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

This resolution will write off $6.01 in property taxes on a parcel the City owns. The City does not pay property taxes.

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

11 Resolution 32-16, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of $24,167.60 for a 2016 Multiple Violations Traffic Grant and amend the Fiscal Year 2016 Budget to appropriate the grant funds. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Alderman Pleasant invited the public to his tenth annual fish fry on Saturday, July 16.

Alderman Elliott reminded citizens to visit the Bartlett Farmers Market every Saturday from 8 a.m. to 12 p.m. at W.J. Freeman Park.

ADJOURNMENT

Meeting adjourned at 7:21 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

AGENDA ITEM

Meeting: 07/12/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Memphis Runners Track Club 5-mile runs.

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

APPLICATION FOR SPECIAL EVENT

OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

W.J. Freeman Park 2629 Bartlett Blvd — 38134
Address — Zip Code

August 7th and August 21st 2016 — 5:30 - 9:30 a.m.
Dates of the Event — Hours of the Event

Memphis Runner's Track Club Road Race Series 5 mile run
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Memphis Runners Track Club — P.O. Box 17981 Memphis, TN 38187-0981
Special Event Permit Applicant — Address of Applicant

(901) 246-1565
Phone Number — Fax Number

Check all items that apply:

For information call (901) 385-6425.

- ✓ Letter of Permission
- ✓ Insurance
- Tents (Fire Retardant letter included)
- ✓ Special Event Checklist
- ✓ Map
- Sign or Banner

✓ $60.00 Special Event Fee
✓ $4.00 Permit Issuing Fee
$64.00 Total Pd.

Rob Hunter / Shan Criswell — 6/20/16
Responsible Person — Date

Notify building department <u>10 days prior</u> to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.

APPROVAL

This application is <u>not</u> a permit and grants no rights or privileges.

Special Event Checklist

Event: Road Race Series 5 mile runs

Location: W.J. Freeman Park 2629 Bartlett Blvd.

Dates: August 7th and August 21st

Type of special event: (Check one.)

____ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

____ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

____ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

X *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

____ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

X *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

____ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

X *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

____ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

____ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

____ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

____ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

____ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

____ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub-mitted ✓ or X	OK	N/A		Comments
1	X			*Location.* Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	map attached
2	X			For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	Police notified
3			X	**Type 3** outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			X	*Land-use compatibility.* The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		X		*Compliance with other regulations.* All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub-mitted ✓ or X	OK	N/A		Comments
9	X			*Hours of operation and duration.* The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. **Table V.27-1: Special Event Maximum Duration** **Type of Special Event** — **Duration** Type 1: Noncommercial — 30 days Type 2: Special Seasonal — 90 days Type 3: Commercial — 14 days Type 4: Public Attractions — 14 days	
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.	
11			X	*Frequency.* Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.	

	Sub-mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13	X			*Traffic circulation.* The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	memo to Police
14	X			*Street closings.* The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub-mitted ✓ or X	OK	N/A		Comments
15			X	*Fire safety.* The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		X		*Off-street parking.* The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		X		*Public conveniences and litter control.* Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		X		*Nuisances.* The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub-mitted ✓ or X	OK	N/A		Comments
19		X		*Area of parking lot dedicated to outdoor special events.* a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20	X			*City services.* If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	memo attached
21	X			*Insurance coverage.* Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22		X	Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days prior** to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub-mitted ✓ or **X**	OK	N/A		Comments
29	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	memo attached
31		X		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	X			Description of the site on which the proposed event is to be held.	map attached
33	X			Date of the proposed event.	memo attached
34	X			A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	memo attached
35	X			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, out-door display areas, signs, streets, and property lines.	map attached
36	X			Location and number of proposed temporary public toilets.	memo attached
37			X	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		X		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	X		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	X		The Permitting Official determines the following: a. The special event will comply with the special event performance standards…;	
43	X		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44	X		c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45	X		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
STAR Insurance - Fort Wayne Office
2130 East Dupont Road
Fort Wayne IN 46825

CONTACT NAME: Margaret M. Mayers
PHONE (A/C, No, Ext): (260)467-5689 FAX (A/C, No): (260)467-5691
E-MAIL ADDRESS: margaret.mayers@starfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : Nationwide Life Insurance Co.	66869
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Road Runners Club of America/2016 and Its Member Clubs
1501 Lee Highway, Suite 140
Arlington VA 22209

COVERAGES CERTIFICATE NUMBER: 2016 $2M A.I. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; X Legal Liability to Participant $2,000,000; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY, PRO-JECT, LOC; OTHER:			KRO0000005888100 Abuse & Molestation Aggregate $5,000,000	12/31/2015 12:01 AM	12/31/2016 12:01 AM	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ Unlimited
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Abuse and Molestation	$ 500,000
A	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			KRO0000005888100	12/31/2015 12:01 AM	12/31/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Medical & Accident ($250 Deductible/Claim)			SPX0000027201500	12/31/2015 12:01 AM	12/31/2016 12:01 AM	Excess Medical	$10,000
							AD & Specific Loss	$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 08/07/16 and 08/21/16 MRTC Road Race Series 5 Milers INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Glanigan, PO Box 17981, Memphis, TN 38187

CERTIFICATE HOLDER
08/07/16 City of Bartlett
6400 Stage Road
Bartlett, TN 38134

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Terry Diller/MMA Terry R. Diller, CPCU

City of Bartlett

A. Keith McDonald, Mayor
David Thompson, Parks Director
Shan Criswell, Assistant Parks Director

MEMORANDUM

TO: Inspector Cox
FROM: Shan Criswell SC
RE: Road Race Series 5 Mile Runs
DATE: June 20, 2016
CC: Captain Paul Phillips

The Memphis Runners Track Club has contacted me about their two annual five mile runs that are held in Bartlett every year. They need help with traffic control at three locations and would like to request the assistance of the Bartlett Police Department.

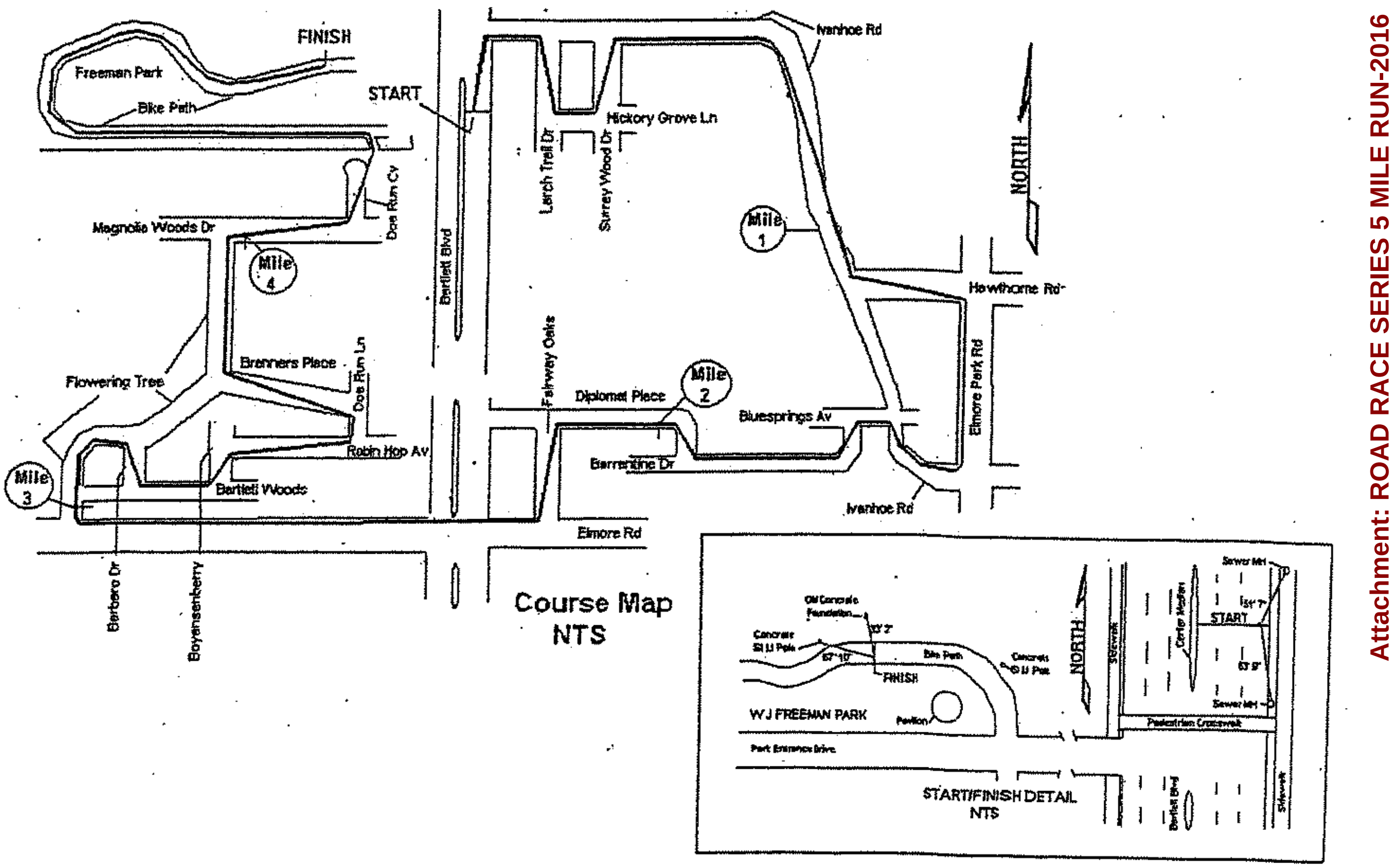
The dates for the two runs are Sunday, August 7, 2016, and Sunday, August 21, 2016, they begin at 7:00 a.m. The locations where traffic control is needed are:

1. Bartlett Blvd. just north of the pedestrian crosswalk for W. J. Freeman Park for the start.
2. Hawthorn at Elmore Park; and
3. Elmore at Bartlett Blvd. (The officer at the start line could actually move to this spot.)

MRTC RRS 5 MILER, WJ Freeman Park, Bartlett, TN
Measured by Rob Hunter & Lane Purser, 13 May 2008

USATF-Certified Course TN08030MS
Expiration Date: 31 December 2018

START---Located on the east side of Bartlett Blvd approx. 125' north of the pedestrian crosswalk, the nail is 63'9" north of a sewer manhole in the grass behind the curb and 51'7" south of a sewer manhole in the sidewalk.
MILE 1---Located at the driveway to 6143 Ivanhoe, the nail is 30'10" southeast of a fire hydrant and 32' southwest of a sewer manhole in the grass on the east side of the street.
MILE 2---Located at the west edge of the driveway to 5981 Diplomat, the nail is 12'11" east of a water valve cover and 23'2" west of a sewer manhole (both in the street).
MILE 3---Located on the east side of Flowering Tree approx. 35' south of Bartlett Woods, the nail is 3'3" south of a water valve cover and 8' 7" south of a storm drain inlet.
MILE 4---Located in front of 5673 Magnolia Woods approx. 60' east of Flowering Tree, the nail is 37'6" southwest of an electric transformer grate in the sidewalk and 31'8" southeast of the concrete water meter box to 5672 Magnolia Woods (both on the north side of the street).
FINISH---Located on the asphalt path approx. 200' west of the pavilion, the nail is 67'10" east of the 2nd concrete street light pole from the park entrance drive and 33'2" south of an old rectangular concrete foundation in the grass on the north side of the trail.
COURSE DESCRIPTION---The runners start with traffic in the 3 northbound lanes of Bartlett Blvd in front of the park. At Ivanhoe Rd the runners turn right (east) and run unrestricted (for the remainder of the race) to Larch Trail Dr where they turn right (south) to Hickory Grove Lane where they turn left (east) to Surrey Wood Dr where they turn left (north) back to Ivanhoe Rd where they turn right (east) and continue passing Mile 1 to Hawthorne Rd where they turn left (east) to Elmore Park Rd where they turn right (south). At Ivanhoe Rd they turn right (west & north) to Blue Springs Ave where they turn left (west) and make a quick left (south & west) on Barrentine Dr. The runners continue to Diplomat Place where they turn right (north & west) passing Mile 2 to Fairway Oaks where they turn left (south) and proceed to Elmore Rd where they turn right (west). At Flowering Tree the runners turn right (north & east) passing Mile 3 to Barbaro Dr where they turn right (south) to Bartlett Woods where they turn left (east) to Boysenberry where they turn left (north) to Robin Hop Ave where they turn right (east) to Doe Run where they turn left (north) to Brenners Place where they turn left (west) back to Flowering Tree where they turn right (north) to Magnolia Woods where they turn right (east) and pass Mile 4 to Doe Run Cove where they turn left (north) and take the shortest route to the pedestrian gate to the asphalt trail in the park. The runners turn left (west) and proceed on the trail in a clockwise direction around the park to the finish near the pavilion.



RH, LP & JB 5/13/2008

MEMPHIS RUNNERS TRACK CLUB
P.O. Box 17981
Memphis, TN 38187-0981

June 20, 2016

Respectfully submitted to:

Mayor A. Keith McDonald
Bartlett Board of Alderman
Bartlett Parks & Recreation

The Memphis Runners Track Club (MRTC) requests permission to conduct two 5-mile races on public streets inside the City of Bartlett with the finish and post race activities in WJ Freeman Park again this year. Race route maps are attached. These events are scheduled for 7 a.m. on two Sundays, August 7 and 21, 2016. MRTC activities at the park will occur from approximately 5:30 to 9 AM each day and will not prevent other park users from enjoying the park during this time. These races are part of a 10-race series that our club conducts each year from July thru November. This series is the largest of several activities MRTC conducts each year, all with an emphasis on health and fitness. MRTC has over 3600 members, many residing in Bartlett and we feel that the races give a favorable view of Bartlett parks and neighborhoods to those living elsewhere. Also, our people have a strong appreciation for the park and we take great pride in our clean-up activities. We always leave the park in 'as good or better' condition as when we arrived. We will provide port-a-lets for each weekend to supplement the existing restroom facilities. In our 2015 races here, we had approximately 1300 runners with an age range of 8 to 70. Depending on the weather on race day we would project 2016 participation of 1400 to 1500 runners with 50 or so additional spectators for each date.

Memphis Runners Track Club is a 501(c)3 organization since 1979 and we maintain liability insurance under the umbrella of the Road Runners Club of America. We conduct 16 running events similar to these for our members each year and we are a race timing contractor/technical adviser for over 60 other running events for various charities in the region. We also conduct special training sessions each year for women and kids (over 1000 women and 200 kids in 2015) and we underwrite scholarships at the University of Memphis and at Youth Villages. We also partner with St Jude Children's Research Hospital on the St. Jude Memphis Marathon Weekend each year in Dec. For more information about our club please visit www.memphisrunners.com .

Thank you for your consideration and we look forward to a favorable response again this year.

Robert E. (Rob) Hunter P.E.
MRTC Co-Race Director
BSCE (Retired)
(901) 246-1565
robhunter33@comcast.net

City of Bartlett

PARKS & RECREATION

A. Keith McDonald, *May*
David D Thompson, *Parks Direct*

June 20, 2016

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN 38134

The Memphis Runners Track Club has requested to use W. J. Freeman Park on Sunday, August 7, 2016, and Sunday, August 21, 2016, for their Road Race Series 5 Mile runs.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and board of Aldermen.

Sincerely,

Shan Criswell

Shan Criswell
Parks and Recreation Assistant Director

5868 Stage Road • BARTLETT, TENNESSEE 38134 • 901-385-5590 • FAX 901-385-6673

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

ADOPTED

Meeting: 07/12/16 07:00 PM
Department: Police
Category: Agreement
Prepared By: Penny Medlock
Department Head: Gary Rikard

AGENDA ITEM

Annual agreement with Motorola for police radio service.

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

MOTOROLA *SOLUTIONS*

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001009701
Contract Modifier: RN02-FEB-16 13:54:22

Date: 02/23/2016

Company Name:	Bartlett, City Of
Attn:	
Billing Address:	3730 Appling Rd
City, State, Zip:	Bartlett,TN,38133
Customer Contact:	
Phone:	

Required P.O.:	No
Customer # :	1000053835
Bill to Tag # :	0004
Contract Start Date:	07/01/2016
Contract End Date:	06/30/2017
Anniversary Day:	Jun 30th
Payment Cycle:	QUARTERLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$453.13	$5,437.56
2	SVC257AA	ENH: SMARTNET SITE		
5	SVC258AA	ENH: SMARTNET STATION		
3	SVC260AA	ENH: SMARTNET OPER POSITION		
	SVC01SVC1423C	LOCAL RADIO SUPPORT SERVICE	$13.77	$165.24
3	SVC377AE	ENH: XTL5000 CONSOLETTE		
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	$1,375.70	$16,508.40
1	SVC218AD	ENH: OIR WITH LOCAL DISPATCH-SITES		
5	SVC219AD	STATIONS		
3	SVC220AD	OPERATOR POSITIONS		
1	SVC992AA	DISPATCH CENTER LOCATION		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

	MONTHLY EXT	EXTENDED AMT
Subtotal - Recurring Services	$1,842.60	$22,111.20
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$1,842.60	$22,111.20
Taxes	-	-
Grand Total	$1,842.60	$22,111.20

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the year?s annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = $23,216.76

Subcontractor(s)	City	State
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
INTEGRATED COMMUNICATIONS INC	MEMPHIS	TN

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

CUSTOMER (PRINT NAME)

	CSM 865-414-8548 cell	April 1, 2016
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Amanda McWilliams	(615) 649-3217	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Bartlett, City Of
Contract Number: S00001009701
Contract Modifier: RN02-FEB-16 13:54:22
Contract Start Date: 07/01/2016
Contract End Date: 06/30/2017

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT
Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

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

ADOPTED

Meeting: 07/12/16 07:00 PM
Department: Engineering
Category: Agreement
Prepared By: Dena Hathaway
Department Head: Rick McClanahan

AGENDA ITEM

Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work.

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

THE UNIVERSITY OF MEMPHIS.

Research Support Services

315 Administration Bldg
Memphis, Tennessee 38152-3370

Office: 901.678.2533
Fax: 901.678.2199

www.memphis.edu

May 3, 2016

Mr. Rick McClanahan
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
Phone: 901.385.5570

RE: University of Memphis 2016-2017 Contract Renewal for the Center for Applied Earth Science and Engineering Research

Dear Rick,

Enclosed please find three (3) originals of the above referenced document submitted on behalf of Dr. Brian Waldron, the University of Memphis, for the annual renewal of the services performed by the University. The basic contract terms and the fee remain the same as last year. The contracts have been signed by the University. If the terms of the agreement are acceptable to your organization, please have signed and return one fully executed contract to the address below. Also enclosed is a signed original of a letter from Brian Waldron addressed to Mayor McDonald regarding our services for you to share with him and a copy of the letter for you.

Please return to: Research Support Services
Attn: Mable Dixon
The University of Memphis
315 Administration Building
Memphis, TN 38152

If you have any questions or need additional information regarding the agreement, please call me at (901) 678-4146 or email mjdixon1@memphis.edu. Thank you for the support of our program.

Sincerely,

Mable Dixon

Mable Dixon
Sponsored Projects Contract Officer

Enclosures (5)

THE UNIVERSITY OF MEMPHIS

Center for Applied Earth Science
and Engineering Research

Wilder Tower Suite 900
3675 Alumni Drive
Memphis, Tennessee 38152

Office: 901.678.5110

April 26, 2016

The Honorable Keith McDonald
Mayor, City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Dear Mayor McDonald,

The Center for Applied Earth Science and Engineering Research (CAESER) greatly appreciates Bartlett's support of the Center's mission of engaging in applied research excellence, education, and leadership toward sustaining community ground water resources. Through your support, we have engaged in numerous education and outreach opportunities at public venues and schools providing awareness on where our drinking water comes from and what steps we as individuals can take to protect it. We developed the well head protection plans for Bartlett, incorporating new information on potential contamination sources to the ground water system proximal to Bartlett's wells using information from EPA's databases. We have provided your utility managers secure access to a GIS database of Bartlett's wells that will soon include all identified potential contamination sources proximal to your wells. I also serve on the Blue Stream Task Force setup by past mayor, AC Wharton of Memphis, where we are focusing on efforts aimed at groundwater sustainability for Shelby County.

We held a sponsorship meeting in March of this year that your staff attended. We discussed our progress over the past year and what activities we had planned for the coming year. We highlighted these efforts and our accomplishments owing to the financial support the City of Bartlett provides.

As we approach the end of the present funding cycle, I am hoping that the City of Bartlett will again commit support dollars to CAESER for the upcoming fiscal year. Attached is a scope of work and budget for your review. I'd be happy to discuss with you any questions you may have regarding the proposed tasks or the budget. The budget amount of $16,100 remains unchanged from the previous funding period.

Please do not hesitate to contact me with questions you may have. Again, I greatly appreciate the support you have provided CAESER in the past and look forward to working with you and the City of Bartlett.

Respectfully yours,

B

Brian Waldron, Ph.D. PE
Director, Center for Applied Earth Science and
Engineering Research

Attachment

Cc: Rick McClanahan, City Engineer
6382 Stage Road
Bartlett, TN 38134

Service Agreement
Between
The University of Memphis and the City of Bartlett

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into by and between The University of Memphis (hereinafter "University"), a public university of the State of Tennessee, and the City of Bartlett (hereinafter "Bartlett").

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

Article 1. For purposes of this Agreement, the following definitions apply:

1.1 "CAESER" shall mean the University's Center for Applied Earth Science and Engineering Research (CAESER).
1.2 "Service" shall mean any work performed by CAESER for Bartlett in conjunction with the well head protection program as described in Exhibit A, attached hereto and incorporated herein by reference.

Article 2. Bartlett shall pay University an annual fee of $16,100.00, due within thirty (30) days of execution of this Agreement, for Service performed by CAESER. Subject to Bartlett's payment of amount due to University as set forth herein, University, by and through CAESER, agrees to use reasonable efforts to complete the Service as described in Exhibit A.

Article 3. Payment under the terms of this Agreement shall be made by check payable to:

Name on check:	The University of Memphis 265 Administration Building P.O. Box 1000 Dept. 313 Memphis, Tennessee 38148-03133	Tax ID #:	62-0648618
Reference:	Waldron S3725		

Article 4. The term of this Agreement shall commence on July 1, 2016 and shall expire on June 30, 2017. The term of this Agreement may be extended by the mutual written consent of the duly authorized representatives of University and Bartlett.

Article 5. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party. The Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party prior to the effective date of such termination. This Agreement may be terminated without the above-described notice only upon grounds that CAESER has been rendered unusable, CAESER's personnel are not available, or the activity has been cancelled due to circumstance outside the control of University. This contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the University reserves the right to terminate the contract upon written notice to Bartlett. Termination of this Agreement shall not affect the rights and obligations of the parties which shall have accrued prior to termination.

Article 6. Bartlett warrants that no amount shall be paid directly or indirectly to any officer or employee of the University/State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Bartlett in connection with any work contemplated or performed relative to this Agreement.

Article 7. Neither party shall have any authority, and neither party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

Article 8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Tennessee as the site for performance of this Agreement without regard to its conflict of laws. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right. Neither party shall assign their rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall not be effective until approved by University's Vice President for Research or official designee. Whenever the consent or approval of the University is required or permitted hereunder, such consent or approval must be given by University's Vice President for Research or official designee.

Article 9. Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if mailed by certified mail or express courier, postage prepaid, return receipt requested, addressed to such other party at its respective address as follows:

<u>If to Bartlett</u>:
Mr. Rick McClanahan
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
(901) 385-5570

<u>If to University with respect to all non-technical matters</u>:
Mable Dixon
The University of Memphis
315 Administration Building
Memphis, TN 38152
(901) 678-4146 phone

<u>If to University with respect to technical matters</u>:
Dr. Brian Waldron
Center for Applied Earth Science and Engineering Research
The University of Memphis
900 Wilder Tower
Memphis, TN 38152
(901) 678-3283

Article 10. University makes no warranties, express or implied, concerning the results of the Service provided hereunder or of the merchantability or fitness for a particular purpose of such Service. University shall not be liable for any direct, consequential, or other damages suffered by Bartlett or any other party as a result of the conduct of the Service. All warranties made or to be made in connection with the Service shall be made solely by Bartlett thereof and no such warranties shall directly or indirectly by implication obligate in any way University, the Tennessee Board of Regents, the State of Tennessee, or their officers or employees.

Article 11. Bartlett and its subcontractors are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 12. Bartlett shall retain all records of payments pertinent to this Agreement for a minimum of three (3) years following the contract end date. Such documents and records are subject to audit, with prior notification, by the University's representative, the State of Tennessee Comptroller's Office, or their designee.

Article 13. The use by Bartlett of University's name or any other names, insignia, symbol(s), or logotypes associated with University or any variant or variants thereof in advertising, publicity, or other promotional activities is expressly prohibited unless required by law or written consent is provided by University's Legal and Marketing Departments.

Article 14. This Agreement constitutes the entire understanding between the parties for the use of University's services, and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. This Agreement may be modified only by written amendment executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterpart original by their duly authorized representatives.

CITY of BARTLETT

By: ______________________________
Signature

A. Keith McDonald
Mayor

____
Date

THE UNIVERSITY OF MEMPHIS

By: ______________________________
Signature

Andrew Meyers
Vice President for Research

5/3/16
Date

Exhibit A

Scope of Work

The Center for Applied Earth Science and Engineering Research (CAESER) will:

1. Continue to perform its mission to engage in applied research excellence, education, and leadership toward sustaining community ground water resources;
2. Maintain the City of Bartlett's Wellhead Protection Plan by:
   a. updating the protection Zones 1 and 2 as a result of any added or abandoned wells during 2015;
   b. conducting an inventory of potential contaminant source sites that fall within and directly outside the Zone 1 and 2 areas; and
   c. accurately locate (x,y,z) production and observation wells.
3. Provide expertise to the City of Bartlett in matters dealing with ground water within the scope and mission of CAESER.
4. Provide input to educational material for the elected leaders and citizens of the City of Bartlett concerning the status of the aquifer, the well head protection program, or aquifer protection.
5. Seek out external funding to support CAESER's mission and support ground water awareness and sustainability.

Regarding development of the wellhead protection document for the City of Bartlett (see task 2), a comprehensive report will be provided to the City of Bartlett in November for review before submittal to the State of Tennessee. *A new report is required this year by TDEC. Development of Zone 1 and Zone 2 areas will be conducted using the EPA certified WhAEM program instead of the older WHPA program used prior.*

By May 1, 2016, the City of Bartlett will need to provide the Center for Applied Earth Science and Engineering Research a list of installed or abandoned wells and any change in pump rates that occurred during 2015.

Timeline and budget

This contract will begin July 1, 2016 and end June 30, 2017. The budget total is $16,100. These dollars will be used to cover professional services, supplies, and funding for students toward the tasks outlined above.

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

ADOPTED

Meeting: 07/12/16 07:00 PM
Department: Engineering
Category: Contract
Prepared By: John Horne
Department Head: Wade Towles

AGENDA ITEM

Site plan contract for Precision Laser Art.

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

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this __________ day of ___________, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and SERVCO BUILDING SERVICES, LLC hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of June 6, 2016, approved the Site Plan, Grading, and Erosion Control Plans for PRECISION LASER ART**,** and established certain conditions for approval of this Site Plan, Grading, and Erosion Control 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 Site Plan, Grading, and Erosion Control Plans 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 Site Plan, Grading, and Erosion Control Contract is entered into by the CITY at the insistence 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 Site Plan, Grading, and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises 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 its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).

2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, 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 installations 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 proposed grading and erosion control measures 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 site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. 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 BOARD OF MAYOR AND ALDERMEN.

8. 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.

9. 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.

10. That the DEVELOPER will not transfer the property on which this subdivision 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 plan in accordance with the approved

Master Plan, 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.

11. 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.

12. 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.

13. 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 incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. 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 sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, 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 required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve 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.

III

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 more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement 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 and TDEC approval. 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. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased 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 a reasonable time to continue work required to comply with this Section. 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. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures 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 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 property 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 site. 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 Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. 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 Plain 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.

3. It is understood and agreed that 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.

4. 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.

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

6. 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 Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. 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 grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents 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. The CITY shall give 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 warranty period beginning at final acceptance 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. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 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.

VI

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 for said improvements 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 Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

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.

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
SERVCO BUILDING SERVICES, LLC

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract and before Construction Begins:

1. Water Plant Expansion (15% of Water Main Cost)
   Water Main Cost = $20,070.00 — $3,010.50

2. a. Water System Engineering and Subdivision Review @ 6% of Water Main Cost $20,070.00 — $1,204.20

   b. Subdivision and Site Plan Review Fee @ $175 per lot or 1.5% of Public Improvement Cost, whichever is greater
   $175 x 1 = $ 175.00
   1.5% of $84,640.27 $1,269.60 — $1,269.60

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
   $10.00 implies $10.00
   $25.00 implies $0.00 — $25.00

4. Water Connection Fee
   @ $3,000.00 per service
   (1) 2" Domestic Service (Existing Fees NOT paid by Previous Developer)
   (1) 1" Irrigation Service — $6,000.00

5. City Site Plan Inspection @
   A: 3% of Development Cost $2,539.21
   or **B**: $300.00 per Lot $300.00
   Whichever is greater — $2,539.21

6. Cost of Water and Sewer Mains to the Subdivision — $0.00

SEWER BASIN: SOUTH

7.	Sewer Connection Charge at Greater			
	of either @ $2333 per acre	1.204	$2,808.93	
	$33 per Front Foot x 120'		$3,960.00	
	(Fees Paid by Original Developer)			$0.00

DRAINAGE BASIN: SOUTH

8.	a. Drainage Control Fee for those lots not served by a Detention Basin at $500.00 per half acre or fraction thereof (in multiples of $500)		
8.	b. 'Drainage Control Fee for those lots served by a Detention Basin at $250 per acre or fraction thereof (in multiples of $250)	1.204 Acres	$ 750.00
9.	City portion of Water Improvements		N/A
		TOTAL DUE CITY	$14,798.51

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)		$0.00
2. Street Light (Estimated	(Street Light Removal)	$0.00
	TOTAL DUE II	$0.00

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND) $84,640.27

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this ________________ day of _______________________, ______.

____
A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: SERVCO BUILDING SERVICES, LLC

By:___________________________________

Printed Name: ___________________________

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

Meeting: 07/12/16 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Department Head: Dick Phebus

ADOPTED

AGENDA ITEM

Resolution 33-16, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2016, in an amount not to exceed $1,127,500, and providing for the payment of said notes.

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the City of Bartlett, Tennessee (the "Municipality" or the "City"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the acquisition of vehicles and equipment for the administrative, police, fire, codes enforcement, public works, and engineering departments of the City, the acquisition of parks and recreation vehicles and equipment for the parks department of the City, roof replacement and cardio and aquatic wall replacement at the Bartlett Recreation Center, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto (collectively, the "Project");

WHEREAS, the Municipality estimates that the life of the Project has an economic life of greater than seven (7) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of State and Local Finance of the State of Tennessee (the "Director of State and Local Finance"):

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

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed $1,127,500, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note"). The term of the Notes shall not exceed the reasonably expected economic life of the Project which is hereby certified to be at least the term of the Notes.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2016". The Notes shall be issued in registered form, without coupons, in minimum denominations of $5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.25 percent per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by wire transfer, electronic means, or by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at their respective addresses as shown on the registration books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the registered owner, and with the consent of the registered owner, the Municipality may prepay the Notes in full at the price of par plus a 1 percent premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Notes upon fifteen (15) calendar days written notice to the registered owner.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the Municipality (the "City Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The City Clerk of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as he or she may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) The Municipality may from time to time at its discretion remove the Note Registrar and appoint a successor Note Registrar to whom all records, documents, and instruments relating to its duties as Note Registrar shall be delivered. Any successor Note Registrar shall be appointed by resolution of the Municipality, and shall be a trust company or bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Ten Million Dollars ($10,000,000), and be willing and able to accept the office of Note Registrar on reasonable and customary terms, and authorized by law to perform all duties imposed upon it by this Resolution.

(c) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

<u>Section 7</u>. <u>Transfer of Notes</u>. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or his, her or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

<u>Section 8</u>. <u>Regulations with Respect to Transfers</u>. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the

Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in a the general fund or debt service fund and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of State and Local Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of State and Local Finance of the State of Tennessee as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, City Clerk, Finance Director, City Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the State Director of State and Local Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by the informal bid process at a price of not less than par.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2016 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed $10,000,000, and not more than $10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as on issuer under such Section 265(b)(3)) during the 2016 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

(a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;

(b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;

(c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;

(d) that the Board reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such Notes are available; and,

(e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the Municipality.

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed $1,127,500. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 19. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 20. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 21. Miscellaneous Acts. The Mayor, the City Clerk, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 22. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 23. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 24. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 25. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 26. Repeal of Conflicting Resolutions and Effective Date. All 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 effect as of the date of its adoption the welfare of the Municipality requiring it.

Adopted this day of July 12, 2016

____________________ ________________________________

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

A. Keith McDonald, Mayor

Attest: ________________________________
Stefanie McGee, City Clerk

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Stefanie McGee, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on July 12, 2016; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed $1,127,500 General Obligation Capital Outlay Notes, Series 2016, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 12th day of July, 2016.

____
City Clerk

(SEAL)

EXHIBIT A
FORM OF NOTE

Registered
No.________

Registered
$________

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF BARTLETT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2016

Interest Rate: Maturity Date: Dated Date:

Registered Owner:

Principal Amount:

THE CITY OF BARTLETT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Clerk, City Hall, Bartlett, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semi-annually on ____________ and _____________ of each year, commencing ____________, 2017, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2016" (the "Notes"), issued by the Municipality in the aggregate principal amount of $1,127,500. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of vehicles and equipment for the administrative, police, fire, codes enforcement, public works, and engineering departments of the City, the acquisition of parks and recreation vehicles and equipment for the parks department of the City, roof replacement and cardio and aquatic wall replacement at the Bartlett Recreation Center, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on July 12, 2016, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof in person or by his, her, or its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

The Municipality and the Note Registrar may deem and treat the person or entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of $5,000. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall not be subject to redemption, in whole or in part, prior to maturity; provided however, at the option of the Municipality, upon fifteen (15) calendar days written notice to the Registered Owner, and with the consent of the Registered Owner, the Municipality may prepay the Note in full at the price of par plus a 1% premium, and accrued interest to the date of redemption. Notwithstanding the above, the Municipality may make additional principal payments on the Note upon fifteen (15) calendar days written notice to the Registered Owner.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Clerk and its official seal to be impressed or imprinted hereon, all as of ____________, 2016.

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