



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 25, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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: Absent, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Mayor McDonald

FUTURE MEETINGS

Board of Education, June 27 at 7 p.m.

Family Assistance Commission, July 1 at 6 p.m.

Planning Commission, July 1 at 7 p.m.

Bartlett Historical Society, July 8 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the June 11, 2019 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick

- 1 Special event permit for Faith Baptist Church fireworks display. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, June 30 from 4:30 to 10 p.m. at Buckhead Creek.
- 2 Bid for annual transportation projects. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bids from the following contractors:
Citywide asphalt pavement - Lehman-Roberts; Asphalt picked up at plant - Standard Construction and Lehman-Roberts. Pavement Markings - Traf-Mark. These are all budgeted items.
- 3 Bid for the W.J. Freeman Park 10-Inch waterline extension project. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Argo Construction in the amount of \$171,624.00, plus a contingency of \$17,000.00, for a total cost of \$188,624.00. Funds are available in Account 510.51051200.945.
- 4 Bid for W.J. Freeman Park Improvements, Phase 3. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid from B & B Specialty in the amount of \$1,755,980.50, plus a contingency of \$50,000, for a total cost of \$1,805,980.50. This phase includes pavilion installation, construction of restrooms and concession building, and multipurpose fields' lighting installation. Funds are available in Account 311.48311.780.51401, 311.48311.780.51418, 311.48311.780.51419, and 311.48311.780.51619.

NEW BUSINESS

- 1 Appoint Andrew Gay and Rachel Gilliam to Bartlett Station Commission. (A. Keith McDonald, Mayor)**

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

- 2 Appoint Marty Marbry to Code Appeals Board. (A. Keith McDonald, Mayor)**

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

3 Appoint Sherrell Lott to Family Assistance Commission. (A. Keith McDonald, Mayor)

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

4 Appoint Jimmy Davis to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)

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

5 Resolution 16-19, a resolution to amend the Fiscal Year 2019 General Fund Budget to appropriate \$69,600 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)

RESULT: APPROVED [UNANIMOUS]
MOVER: Emily Elliott, Alderman
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick

6 Resolution 17-19, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2019, in an amount not to exceed \$1,410,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this capital outlay note will fund capital projects in Fiscal Year 2020.

RESULT: APPROVED [UNANIMOUS]
MOVER: W.C. Pleasant, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick

7 Resolution 18-19, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2019A, in an amount not to exceed \$1,030,000, and providing for the payment of said notes. (Dick Phebus, Director of Finance)

This resolution will also be used to fund the capital improvement program in Fiscal Year 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick

8 Resolution 19-19, a resolution to amend the Fiscal Year 2019 General Fund and Capital Improvement Fund budgets to provide funds for the roof repair at the Bartlett Justice Center. (Dick Phebus, Director of Finance)

Mr. Phebus stated that these funds will be used to replace the Justice Center roof.

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

9 Resolution 20-19, a resolution to revise Chapter 2, Section 2.3 of the City of Bartlett Personnel Policy Manual, Appointed Positions to add Chief to Rank of Inspector or above in the Police Department. (Ted Archdeacon, Director of Personnel)

Mr. Archdeacon explained to mirror other jurisdictions, the title of inspector be changed to Chief Inspector. Alderman Parsons asked if this was a title change only. Mr. Archdeacon confirmed it was. Alderman Simmons asked if this title change included a pay raise. Mayor McDonald said no.

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

10 Resolution 21-19, a resolution to approve the planned use of General Purpose School Fund Balance and to amend the Fiscal Year 2019 General Purpose School Fund of the Bartlett City Schools. (Dick Phebus, Director of Finance)

The Board of Mayor and Aldermen has to approve all budget amendments for the Board of Education.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick

11 Resolution 22-19, a resolution to amend the Fiscal Year 2019 Bartlett City Schools Special Revenue Fund. (Dick Phebus, Director of Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick

OPEN DISCUSSION

Debbie Gelineau, Director of Community Relations, invited the public to the annual Fireworks Extravaganza July 3 at 6 p.m. at the Appling Municipal Center.

Mayor McDonald noted there is a post-fireworks traffic flow chart on the City's website.

ADJOURNMENT

Meeting adjourned at 7:14 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 11, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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 Steve Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, June 13 at 7 p.m.

Historic Preservation Commission, June 17 at 7 p.m.

Bartlett Arts Council, June 18 at 6 p.m.

BPACC Advisory Board, June 18 at 6 p.m.

Special-called Bartlett Station Commission, June 19 at 7:30 a.m.

RECOGNITIONS

Check presentation to Muscular Dystrophy Association from Fire Department

The reserve and full-time firefighters presented a check for \$20,000 to the Muscular Dystrophy Association. The fund were raised through the Fill the Boot campaign; this is the first year full-time employees participated in the fundraiser.

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

MINUTES ACCEPTANCE

Minutes of the May 28, 2019 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [5 TO 0]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Parsons, Simmons, Young, Sedgwick
ABSTAIN:	Elliott

Minutes Acceptance: Minutes of Jun 11, 2019 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

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

1. **Ordinance 19-02, an ordinance to adopt the 2019-2020 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, E-Citation Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund And Capital Improvements Fund Budgets.**

No one spoke for or against Ordinance 19-02.

Adjourned at 7:12 p.m.

2. **Ordinance 19-03, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2019.**

No one spoke for or against Ordinance 19-03.

Adjourned at 7:13 p.m.

UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 19-02, an ordinance to adopt the 2019-2020 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, E-Citation Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund And Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**

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

- 2 **Third Reading of Ordinance 19-03, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2019. (Dick Phebus, Director of Finance)**

The City's property tax rate will remain at \$1.83.

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

Minutes Acceptance: Minutes of Jun 11, 2019 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 Special event permit for St. Ann Fall Fest. (Jim Brown, Director of Code Enforcement)**
The event will be held on Thursday, October 17 from 6 to 10 p.m. and Saturday, October 19 from 10 a.m. to 10 p.m. at St. Ann Catholic Church.
- 2 Sixth-year renewal of water tank maintenance project. (Rick McClanahan, Director of Engineering)**
Recommend awarding Year Six of water tank maintenance project to Utility Service Company, Inc., in the amount of \$103,577.69. Funds are available in Account 510.51051200.945.
- 3 Purchase 15 programmable school zone flashing light systems. (Rick McClanahan, Director of Engineering)**
Request authorization to purchase 15 programmable school zone flashing light systems from Temple, Inc. at a total cost of \$43,295.90. Temple, Inc. is a sole-source provider. Additionally recommend Shelby Electric install the lights at a total cost of \$4,189.50, plus a contingency amount of \$2,514.60. Total project cost will not exceed \$50,000.00. Funds are available in Account 121.48121.979.
- 4 Bid for the Covington Pike sewer project. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from B & C Construction in the amount of \$808,736.70, plus a contingency of \$80,874.00, plus \$10,389.30 for field testing, for a total cost of \$900,000.00. Funds are available in Account 312.48312.780.81151.
- 5 Bid for renovation of Municipal Park restrooms. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid from B&B Specialty Contractors at a total cost of \$294,379.00. Funds are available in Accounts 311.48311.780.51618 and 51619.
- 6 Bid for one 2019 Chevy Tahoe. (Glen Williamson, Chief of Police)**
Recommend accepting the lower bid from Freeland Chevy at a cost of \$36,630.65. Funds are available from Account 110.42100.935.

NEW BUSINESS

- 1 Resolution 15-19, a resolution to delete uncollectible accounts from utility customers accounts receivable. (Dick Phebus, Director of Finance)**

Mr. Phebus noted that this annual resolution to write off uncollectible accounts totals \$34,965.75, which is a considerable decrease from last year's write offs totaling \$51,869.63.

Minutes Acceptance: Minutes of Jun 11, 2019 7:00 PM (MINUTES ACCEPTANCE)

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

2 Property, general liability, auto, worker's compensation, and other insurance renewals. (Dick Phebus, Director of Finance)

Mr. Phebus pointed out that the Bartlett City Schools will pay their own general liability insurance. For all other policies, the school system will join the City.

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

OPEN DISCUSSION

BPACC Director Michael Bollinger invited the public to Music by the Lake at Appling Lake Friday, June 14 from 6 to 9 p.m. In addition to live music, there will be food trucks and a pop-up library.

ADJOURNMENT

Meeting adjourned at 7:19 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 11, 2019 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/25/19 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Faith Baptist Church fireworks display.

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



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

8300 Hwy 70
Address
38002
Zip Code
June 30, 2019
Dates of the Event
4:30 / 10:00
Hours of the Event
Public Attraction - Fireworks
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Faith Baptist Church
Property Owner
Buckhead Creek Recreation
Special Event Permit Applicant
8300 Hwy 70
Address of Applicant
901-213-2933
Phone Number
Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☐ 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
\$ 2% Credit Card Fee
\$64.00 Total Permit Fee

x Shannon Gress
Responsible Person
6-19-19
Date

****Notify building department 10 days prior 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 not a permit and grants no rights or privileges.

Special Event Checklist

Event: Buck Head Creek Recreation Sports Complex
 Location: 8300 Hwy 70 Bartlett, TN. 38133
 Dates: June 30, 2019

Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> 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.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> 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.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> 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.</p> |
|---|---|

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

- | | |
|---|--|
| <p>☐ <i>Public property.</i> 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.</p> <p>☐ <i>Public parks.</i> 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.)</p> <p>☐ <i>City sponsorship.</i> 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.</p> <p>☐ <i>Special use permit or site plan.</i> 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.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> 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.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1		✓		<i>Location.</i> 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.	
2				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.	
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		<i>Land-use compatibility.</i> 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		<i>Compliance with other regulations.</i> 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		<i>Hours of operation and duration.</i> 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 <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	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	
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		<i>Frequency.</i> 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		<i>Traffic circulation.</i> 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.	
14		X		<i>Street closings.</i> 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		<i>Fire safety.</i> 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		<i>Off-street parking.</i> 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		<i>Public conveniences and litter control.</i> 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		<i>Nuisances.</i> 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	<i>Area of parking lot dedicated to outdoor special events.</i> 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		<i>City services.</i> 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.	
21		X		<i>Insurance coverage.</i> 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	✓		Limitations on signs.	
23	✓		Temporary arrangements for parking and traffic circulation.	
24	✓		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25	✓		Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26	✓		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	✓		The provision of traffic control or security personnel to ensure the public safety and convenience.	
28	✓		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	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31	✓			Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
34	✓			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.	
35	✓			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, outdoor display areas, signs, streets, and property lines.	
36	✓			Location and number of proposed temporary public toilets.	
37	✓			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	✓			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	✓		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		✓	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	✓		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	✓		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	✓		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	✓		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



Tonya Annear

From: Robert Gaines
Sent: Saturday, June 15, 2019 12:37 PM
To: Tonya Annear
Subject: Highway 70 at 3800 Doe hollow dr
Attachments: IMG_2072.JPG; ATT00001.txt



Attachment: 8300 HWY 70-FAITH FAMILY FIREWORKS-2019 (2582 : Faith Family Fireworks at Buckhead Creek)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **6.1.a**
5/19/2019

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 Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101	
INSURED High Tech Special Effects Inc. PO Box 478 Oakland TN 38060	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Axis Surplus Ins Company	
	INSURER B: Everest Indemnity Insurance Co.	10851
	INSURER C: Everest National Insurance Company	
	INSURER D: Technology Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 142249363

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			SI8ML00172-181	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
C	AUTOMOBILE LIABILITY			SI8CA00088-181	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	UMBRELLA LIAB			EAU741680	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 4,000,000
	☐ RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TARTN89539-02 (TN)	7/1/2018	7/1/2019	☒ WC STATU- ☐ OTH-
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if Additional Insured extension of coverage is provided by above referenced General Liability) Fireworks display for Faith Baptist Church on June 30, 2019. Additional Insured: STATE OF TENNESSEE and its respective officials, directors, agents, offices and employees.

CERTIFICATE HOLDER

CANCELLATION

Faith Baptist Church 3755 N. Germantown Road Bartlett TN 38133	SHOULD THE ACCOUNT BE FORWARDED
	AUTHORIZED REPRESENTATIVE

Insurance for Fireworks operators



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **6.1.a**
6/19/2019

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 have ADDITIONAL INSURED provisions or 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 Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002		CONTACT NAME: Ken Brady PHONE (A/C, No, Ext): 901-867-7171 E-MAIL ADDRESS: ken@callcig.com FAX (A/C, No): 901-867-8998	
INSURED Faith Baptist Church 3755 N Germantown Rd Bartlett TN 38133		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co INSURER B: Bridgefield Casualty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		PHPK1753803	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ COMP ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ COLL			PHPK1753803 Comprehensive and Collision deductibles are \$1,000	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy Dam \$ Yes
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			PHUB611584	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	196-33868	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Below certificate holder is listed as additional insured with respect to General Liability coverage.
June 30, 2019 fireworks event Buckhead Creek Community Center

jbrown@cityofbartlett.org

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett
Office of Code Enforcement
6382 Stage Rd
Bartlett TN 38134

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

General Partner

Ken Brady

© 1988-2015 ACORD CORPORATION. All rights reserved



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/25/19 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for annual transportation projects.

The Fiscal Year 2020 annual bids for Asphalt Pavement and Pavement Markings were advertised in *The Daily News* on May 30, 2019. On June 13, 2019, we received bids for these yearly contracts. The bid prices submitted by the contractors are included below. Based on the bid prices submitted, please award these bids to each of the following contractors:

Asphalt Pavement picked up at plant **Lehman-Roberts Company (Option I)**
Standard Construction (Option I)

Asphalt Paving Citywide **Lehman-Roberts Company (Option I)**

Pavement Markings **Traf-Mark, Inc.**

The City Asphalt Pavement contract for FY2020 is being awarded to Lehman-Roberts, Co. using Option I, for the period from July 1, 2019 through June 30, 2020. Pavement Markings are being awarded to Traf-Mark, Inc.

Funding is available in Account 311.48311.780.446 and 121.48121.278.

Asphalt Pavement is being awarded to both vendors for the item 411-D, to be picked up at the plant as Public Works uses this item throughout the year as needed for patching. Public Works crews will pick it up from whichever asphalt plant and vendor has that asphalt mix available at that time with Standard being the lowest cost provider.

All of these contractors have performed work in the City of Bartlett.

A copy of the bid tabulation sheets are posted below.

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

ENGINEERING DEPARTMENT
FY2019-05-049 PAVEMENT MARKINGS Yearly Bid
July 1, 2019, thru June 30, 2020

Painted Items	Unit	Traf-Mark Ind.		N/B	
		Unit Prices		Unit Prices	
		Re-Marking	New Marking	Re-Marking	New Marking
Painted Pavement Marking (4" line)	LF	\$0.16	\$0.18		
Painted Pavement Marking (4" parking lot line)	LF	\$0.37	\$0.37		
Painted Pavement Marking (6" line)	LF	\$0.22	\$0.27		
Painted Pavement Marking (8" lines)	LF	\$2.40	\$2.60		
Painted Pavement Marking (12" lines)	LF	\$3.70	\$3.80		
Painted Pavement Marking (18" lines)	LF	\$4.45	\$4.78		
Painted Pavement Marking (24" lines)	LF	\$7.00	\$7.00		
Painted Pavement Marking (Turn Arrow)	Each	\$60.00	\$60.00		
Painted Pavement Marking (Straight - Turn Arrow)	Each	\$75.00	\$75.00		
Painted Pavement Marking (Straight Arrow)	Each	\$55.00	\$55.00		
Painted Word Pavement Marking (ONLY)	Each	\$75.00	\$75.00		
Painted Word Pavement Marking (STOP AHEAD)	Each	\$175.00	\$175.00		
Painted Word Pavement Marking (SCHOOL)	Each	\$100.00	\$100.00		
Painted Word Pavement Marking (BIKE LANE)	Each	\$155.00	\$155.00		
Painted Word Pavement Marking (XX MPH)	Each	\$60.00	\$60.00		
Painted Pavement Marking (R X R, for railroad crossing)	Each	\$260.00	\$260.00		
Painted Pavement Marking (Bike Lane Symbol, bike + person)	Each	\$90.00	\$110.00		
Painted Pavement Marking (Bike Lane Straight Arrow)	Each	\$40.00	\$35.00		

ENGINEERING DEPARTMENT
FY2019-05-049 PAVEMENT MARKINGS Yearly Bid
July 1, 2019, thru June 30, 2020

Traf-Mark Ind.**N/B**

Painted Pavement Marking (R X R, for bike lane)	Each	\$60.00	\$60.00		
Painted Pavement Marking (White Handicap Symbol)	Each	\$45.00	\$45.00		

Plastic Items	Unit	Unit Pricing		Unit Pricing	
		Re-Marking	New Marking	Re-Marking	New Marking
Plastic Pavement Marking (4" Line)	LF	\$0.55	\$0.55		
Plastic Pavement Marking (6" Line)	LF	\$0.70	\$0.70		
Plastic Pavement Marking (8" lines)	LF	\$4.00	\$4.00		
Plastic Pavement Marking (12" lines)	LF	\$6.50	\$6.50		
Plastic Pavement Marking (18" lines)	LF	\$9.00	\$9.00		
Plastic Pavement Marking (24" lines)	LF	\$13.00	\$13.00		
Plastic Pavement Marking (Turn Arrow)	Each	\$150.00	\$150.00		
Plastic Pavement Marking (Straight - Turn Arrow)	Each	\$180.00	\$180.00		
Plastic Pavement Marking (Straight Arrow)	Each	\$140.00	\$140.00		
Plastic Word Pavement Marking (ONLY)	Each	\$170.00	\$170.00		
Plastic Word Pavement Marking (STOP AHEAD)	Each	\$375.00	\$375.00		
Plastic Word Pavement Marking (SCHOOL)	Each	\$280.00	\$280.00		
Plastic Word Pavement Marking (BIKE LANE)	Each	\$160.00	\$160.00		
Plastic Word Pavement Marking (XX MPH)	Each	\$160.00	\$160.00		
Plastic Pavement Marking (R X R, for railroad crossing)	Each	\$485.00	\$485.00		

ENGINEERING DEPARTMENT
FY2019-05-049 PAVEMENT MARKINGS Yearly Bid
July 1, 2019, thru June 30, 2020

Traf-Mark Ind.

N/B

Plastic Pavement Marking (Bike Lane Symbol, bike + person)	Each	\$155.00	\$155.00		
Plastic Pavement Marking (Bike Lane Straight Arrow)	Each	\$150.00	\$150.00		
Plastic Pavement Marking (R X R, for bike lane)	Each	\$140.00	\$140.00		
Plastic Pavement Marking (White Handicap Symbol)	Each	\$90.00	\$90.00		

Miscellaneous Items	Unit	Unit Pricing
Raised Reflective Marker, Bi-directional (Yellow, White, Blue)	Each	\$8.00
Painted/Plastic Pavement Marking Eradication - lines	SF	\$2.60
Painted/Plastic Pavement Marking Eradication - word, symbol	Each	\$70.00
Rumble Bar White	LF	\$27.00
Rumble Bar Black	LF	\$30.00
White 4" Rumble Bar Base	LF	\$27.00
Black 4" Rumble Bar Base	LF	\$30.00

BIDDER'S TABULATION SHEET
FY2019-05-050 ASPHALT PAVEMENT
DUE : June 13,2019

OPTION 1: SPECIFICATIONS FOR FISCAL YEAR

Bidder	411 - D		307 - C			Milling (\$/ton)	Adjustment of Manholes (\$/EACH)
	In Place (\$/ton)	Picked up (\$/ton)	Patching (\$/ton)	In Place (\$/ton)	Patching, Subdivisions (\$/ton)		
Lehman Roberts	\$88.95	\$65.00	\$150.00	\$107.00	\$150.00	\$33.00	\$100.00
Standard	\$92.00	\$63.75	\$110.00	\$155.00	\$155.00	\$32.00	\$125.00

OPTION 2: SPECIFICATIONS FOR SUMMER/FALL

Bidder	411 - D		307 - C			Milling (\$/ton)	Adjustment of Manholes (\$/EACH)
	In Place (\$/ton)	Picked up (\$/ton)	Patching (\$/ton)	In Place (\$/ton)	Patching, Subdivisions (\$/ton)		
Lehman Roberts	\$91.50	\$62.00	\$155.00	\$111.00	\$155.00	\$37.00	\$100.00
Standard	\$92.00	\$62.50	\$110.00	\$160.00	\$160.00	\$32.00	\$125.00

OPTION 3: SPECIFICATIONS FOR FISCAL YEAR WITH ASPHALT INDEX

Bidder	411 - D		307 - C			Milling (\$/ton)	Adjustment of Manholes (\$/EACH)
	In Place (\$/ton)	Picked up (\$/ton)	Patching (\$/ton)	In Place (\$/ton)	Patching, Subdivisions (\$/ton)		
Lehman Roberts	\$89.75	\$65.00	\$150.50	\$108.00	\$150.50	\$33.00	\$100.00
Standard	\$94.00	\$61.50	\$110.00	\$155.00	\$155.00	\$32.00	\$125.00

Standard Construction switched the two highlighted bid prices in error.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/25/19 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for the W.J. Freeman Park 10-Inch waterline extension project.

The W.J. Freeman Park 10-Inch Waterline Extension Project was advertised in *The Daily News* on May 30, 2019. The contractors that picked up bid documents are as follows:

Argo Construction
B & C Construction
ENSCOR, LLC
W & T Contracting Corporation

On June 13, 2019, we received four bids for the construction of the **W.J. Freeman Park 10 Inch Waterline Extension Project**. The apparent low bidder, Argo Construction, submitted a total bid of **\$171,624.00**.

Based on the bid prices submitted, the Engineering Department recommends awarding this contract to Argo Construction with the bid amount of **\$171,624.00**, plus a contingency of \$17,000.00, for a total cost of \$188,624.00.

Bidder	Total Base Bid
Argo Construction	\$171,624.00
B & C Construction	\$255,350.00
ENSCOR, LLC	\$212,159.00
W & T Contracting Corporation	\$288,150.40

Argo Construction has performed work for the City of Bartlett on other projects.

Funding is available in Account 510.51051200.945.

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

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Thursday, June 13, 2019**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2019-05-044 W J FREEMAN PARK 10" WATER LINE EXTENSION PROJECT**" and addressed to:

**MAYOR A. KEITH MCDONALD
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. Construction Plans, Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Please fill out the Document Received Form, and **email** it to:

Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org. This document should be received no later than 48 hours prior to bid due date in order to receive any addenda notices or updated information.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to John Horne, P. E. at jhorne@cityofbartlett.org. Deadline for these questions is no later than 5:00PM CST on June 7, 2019. For general bid information, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

Please quote prices on Bid Pricing sheets BPS 1-3

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivered and as specified.

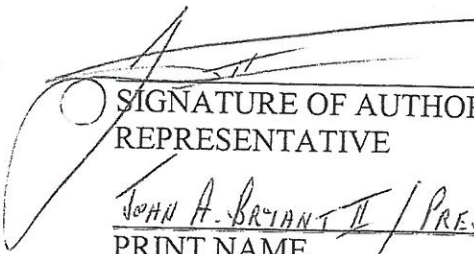
These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

ARGO CONSTRUCTION CORPORATION
NAME OF FIRM

JBRYANTE@ARGOCONSTRUCTIONCORP.COM
E-MAIL ADDRESS

P.O. Box 4117 Corroona, TN 38008-4117
ADDRESS

(901) 753-3623
TELEPHONE


SIGNATURE OF AUTHORIZED REPRESENTATIVE

JOHN A. BRYANT II / PRESIDENT
PRINT NAME

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

PUBLIC ACTS 109

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name

JOHN A. BRYANT

Signed

[Signature]

Title

PRESIDENT

Subscribed and sworn before me this 13th day of June, 2019.

Signed

Melissa A. Anderson

Print Name

Melissa A. Anderson

Title

Notary

My commission expires:

2/29, 2020



NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

Suspension And Debarment Certification (signature page)

Company/Firm ARGO CONSTRUCTION CORPORATION

Print Name JOHN A. BRANNETT

Signed [Signature]

Title PRESIDENT

Subscribed and sworn before me this 13th day of June, 2019.

Signed Melissa A. Anderson Print Name Melissa A. Anderson

Title Notary

My commission expires: 2/29, 2020



NOTE: This form is required for all Federal and State funded bids and is optional for all other bids.

Attachment: ARGO CONSTRUCTION BID (2573 : Bid for the W.J. Freeman Park 10 Inch Water Line Extension Project)

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of TENNESSEE)
County of SHELBY) S.S.

JOHN A. BRYANT II, being first duly sworn, deposes and says that:

- (1) He/She is PRESIDENT of ARGO CONSTRUCTION CORP., the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF BARTLETT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

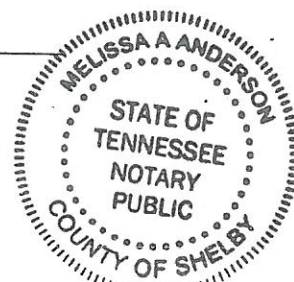
(Signed) [Signature]

(Title) PRESIDENT

Subscribed and sworn before me this 13th day of June, 2019

Melissa A. Anderson (Title) Notary

My commission expires 2/29/2020



NCA-1

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: ARGO CONSTRUCTION CORP. Date: 6/12/19

Gender: Male ☒ Female ☐

Race: Caucasian ☒

African American ☐

Hispanic ☐

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: ARGO CONSTRUCTION CORPORATION Date Completed: 6/13/19

Address: P.O. Box 4117

City: CORDOVA State: TN Zip: 38088-4117

Phone: (901) 753-3673 Fax: (901) 753-3676

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? BREAK ROOM
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? YES
3. How is Title VI information disseminated to new/current employees? AS PART OF NEW HIRE PACKET

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

EMAIL, FAX, PHONE

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

MONITORED TO COMPLY WITH AWARDED CONTRACTS

6. Provide documentation to show that contracts contain non-discrimination assurance language.

WILL BE PROVIDED IF REQUESTED

7. Provide complaint procedures and attach complaint log form. N/A

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) ALL OF OUR FOREMEN ARE BI-LINGUAL

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Signature of Authorized Official

JOHN A. BRYANT II / PRESIDENT

6/13/19
Date

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of TENNESSEE

County of SHELBY S.S.

JOHN A. BRYANT II, being first duly sworn, deposes and says that:

- (1) He/She is PRESIDENT of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name JOHN A. BRYANT II

Signed [Signature]

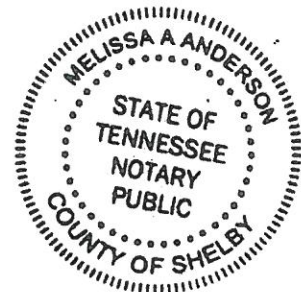
Title PRESIDENT

Subscribed and sworn before me this 13th day of June, 2019.

Signed Melissa A. Anderson Print Name Melissa A. Anderson

Title Notary

My commission expires: 2/29 2020.



W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents)

WJ FREEMAN PARK 10" WATER LINE EXTENSION PROJECT					
ITEM #	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL COST
1	MOBILIZATION	1	LS	1,500. ⁰⁰	1,500. ⁰⁰
2	CLEARING & GRUBBING	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
3	TRAFFIC CONTROL	1	LS	3,800. ⁰⁰	3,800. ⁰⁰
4	EROSION CONTROL TYPE "C" SILT FENCING	1,800	LF	2. ⁸⁵	5,130. ⁰⁰
5	CONSTRUCTION ENTRANCE	1	EA	2,400. ⁰⁰	2,400. ⁰⁰
6	10" DIP WATER	1,700	LF	41. ²⁰	70,040. ⁰⁰
7	6" DIP WATER	20	LF	20. ⁰⁰	400. ⁰⁰
8	6"X6" WET TAP WITH 6" GATE VALVE	1	EA	2,250. ⁰⁰	2,250. ⁰⁰
9	10"X6" REDUCER	1	EA	350. ⁰⁰	350. ⁰⁰
10	6" DIP MJ BEND	4	EA	31. ⁰⁰	124. ⁰⁰
11	10" DIP MJ BEND	14	EA	310. ⁰⁰	4,340. ⁰⁰
12	10"X6" HYDRANT TEE	1	EA	550. ⁰⁰	550. ⁰⁰
13	COMPLETE FIRE HYDRANT	1	EA	3,400. ⁰⁰	3,400. ⁰⁰
TOTAL BID THIS SHEET ONLY					95,284. ⁰⁰

Initial JB

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

Bid Pricing Sheet, page 2

WJ FREEMAN PARK 10" WATER LINE EXTENSION PROJECT					
ITEM #	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL COST
14	10" GATE VALVE	2	EA	1,100. ⁰⁰	2,200. ⁰⁰
15	10"X10" WET TAP WITH 10" GATE VALVE	1	EA	4,160. ⁰⁰	4,160. ⁰⁰
16	#57 STONE FOR UNDERCUT BEDDING	500	TON	23. ⁰⁰	11,500. ⁰⁰
17	CLASS C RIPRAP	500	TON	50. ⁰⁰	25,000. ⁰⁰
18	ENGINEERED FILL HAULED IN OFFSITE AND COMPACTED IN PLACE	100	CY	30. ⁰⁰	3,000. ⁰⁰
19	PROPOSED GRADING & SWALE AT STATION 7+50	1	LS	600. ⁰⁰	600. ⁰⁰
20	TEMPORARY SEEDING AND MULCHING	4,400	SY	0. ²⁰	880. ⁰⁰
21	SODDING	4,400	SY	3. ²⁰	14,080. ⁰⁰
22	COMPLETE DEMOLITION AND REPLACEMENT OF CONCRETE SIDEWALK	1,000	SF	5. ⁰⁰	5,000. ⁰⁰
23	COMPLETE DEMOLITION AND REPLACEMENT OF CONCRETE CURB & GUTTER (STA. 16+60)	40	LF	40. ⁰⁰	1,600. ⁰⁰
23	COMPLETE DEMOLITION AND REPLACEMENT OF ASPHALT PARK ROAD & WALKING PATH	300	SF	23. ⁵⁰	7,050. ⁰⁰
24	COMPLETE DEMOLITION AND REPLACEMENT OF 4" PERFORATED DRAIN PIPE	20	LF	13. ⁵⁰	270. ⁰⁰
25	COMPLETE DEMOLITION AND REPLACEMENT OF FENCE (STA. 16+60)	40	LF	25. ⁰⁰	1,000. ⁰⁰
TOTAL BID THIS SHEET ONLY					76,340. ⁰⁰
GRAND TOTAL BID					\$171,624. ⁰⁰

Initial JB

BPS-2

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Sealed Bid #: FY2019-05-044
Due Date: June 13, 2019

Bid Pricing Sheet, page 3

TOTAL BID IN WORDS:

ONE HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED TWENTY FOUR ; ⁰⁰/₁₀₀

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance, allowances, bailing, shoring, removal, overhead, profit, et cetera to cover the finished work of the project.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

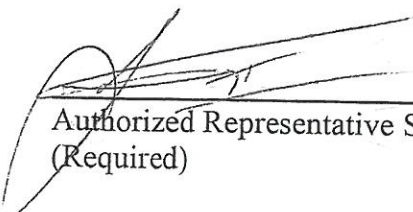
Respectfully submitted:

ARGO CONSTRUCTION CORPORATION
NAME OF FIRM

JBRYANT@ARGOCONSTRUCTIONCORP.COM
Email

JOHN A. BRYANT II / PRESIDENT
Authorized Representative
(Typed or Printed)

(901) 759-2623
Phone Number


Authorized Representative Signature
(Required)

JUNE 13, 2019
Date

Request for Taxpayer Identification Number and Certification

6.3.a

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

ARGO CONSTRUCTION CORPORATION

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

9394 CORDOVA PARK RD PO BOX 4117

City, state, and ZIP code

CORDOVA, TN 38018 CORDOVA, TN 38088-4117

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

6 2 - 1 1 3 0 5 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Date ▶ 6/13/15

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



June 13, 2019

City of Bartlett
6400 Stage Road
Bartlett, TN 38134-1148

RE: FY 2019-05-044

W. J. Freeman Park 10" Waterline Extension Project

Sirs,

Please accept the following as our Statement of Qualifications for the above referenced project.

Previous Projects:

Project Name:	Water Transmission Line – Phase II
Owner:	Woodlawn Utility District; Woodlawn, TN
Contact:	Lynn Burkhart (931) 552-2921
Contract Amount:	\$1,824,065.00
Completion:	June, 2018
Description:	Installation of 9,300 LF of 12" PVC Water Main, 15,200 LF of 16" PVC Water Main, 3,200 LF of 16" DIP, Valves, Fire Hydrants, Air Release Valve Assemblies, Connections to Existing
Project Name:	Water System Improvements
Owner:	Troy Water Association
Contact:	Tim Roberts (662) 842-7381
Contract Amount:	\$408,630.00
Completion:	June, 2018
Description:	Installation of 25,280 LF of 6" PVC Water Main, 3,460 LF of 4" PVC Water Main, Valves, Fire Hydrants, Connections to Existing

9394 Cordova Park Rd • Cordova, TN 38018
PO Box 4117 • Cordova, TN 38088
(901) 753-3673 • Facsimile (901) 753-3676

Attachment: ARGO CONSTRUCTION BID (2573 : Bid for the W.J. Freeman Park 10 Inch Water Line Extension Project)



Project Name: Water & Gas Line Relocations
 Owner: Town of Byhalia, MS
 Contact: Andy Clemmer (662) 234-1763
 Contract Amount: \$193,833.50
 Completion: March, 2016
 Description: Installation of 3,200 LF of 10" PVC Water Main

Project Name: Altitude Valve Arrangements
 Owner: Corinth Utilities Commission
 Contact: Matthew Estes (662) 287-2080
 Contract Amount: \$321,750.00
 Completion: May, 2016
 Description: Installation of 3 Altitude Valves

Project Name: Byhalia Phase II Water Expansion
 Owner: Town of Byhalia, MS
 Contact: Andy Clemmer (662) 234-1763
 Contract Amount: \$2,038,683.85
 Completion: January, 2015
 Description: Installation of 23,320 LF of 12" PVC, 28,770 LF of 10" PVC,
 55,270 LF of 6" PVC

Attachment: ARGO CONSTRUCTION BID (2573 : Bid for the W.J. Freeman Park 10 Inch Water Line Extension Project)



Project Name: Water, Sewer & Gas Line Relocations for:
 MDOT Project No. STP-0029-03(009)
 I-269/SR309 from North of U. S. 78 to South of SR 302
 Marshall County, MS
 Owner: Town of Byhalia, MS
 Contact: Andy Clemmer (662) 234-1763
 Contract Amount: \$429,941.72
 Completion: January, 2015
 Description: Installation of 13,300 LF of 6" PVC

Project Name: Water System Improvements Area 1 – Beech Springs
 Owner: City of Tupelo, MS
 Contact: Mark Weeden (662) 842-3781
 Contract Amount: \$963,983.00
 Completion: August, 2015
 Description: Installation of 4,560 LF of 10" DIP, 1,447 LF of 8" DIP,
 7,118 LF of 6" DIP

Project Name: Allen Subdivision Improvements
 Owner: Walls Water Association
 Walls, MS
 Contact: Andy Clemmer (662) 234-1763
 Contract Amount: \$332,655.96
 Completion: June, 2010
 Description: Installation of 2,760 LF of 12" PVC, 7,955 LF of 8" PVC



Project Name: Water Service to Industrial Park South
 Owner: Town of Huntingdon, TN
 Contact: Scott Daniel (731) 668-1953
 Contract Amount: \$378,968.26
 Completion: October, 2010
 Description: Installation of 15,427 LF of 12" PVC, 1,428 LF of 8" PVC

Project Name: Water Supply & Wastewater Disposal Infrastructure
 Contract 2 – Transmission Lateral and Pressure Sewer Line
 Owner: The PUL Alliance
 Contact: Brett Brooks (662) 840-9063
 Contract Amount: \$ 7,552,168.80
 Completion: June, 2009
 Description: Installation of 29,485 LF of 18" DIP (Force Main) and 29,485 LF of 30" DIP (Water Main)

Project Name: Water Supply & Wastewater Disposal Infrastructure
 Contract 1 – Transmission Lateral and Pressure Sewer Line
 Owner: The PUL Alliance
 Contact: Brett Brooks (662) 840-9063
 Contract Amount: \$ 2,486,705.00
 Completion: June, 2008
 Description: Installation of 13,000 LF of 18" DIP (Force Main) and 13,000 LF of 30" DIP (Water Main)



Project Name: Airline Road Water Main Installation
 Owner: Memphis Light Gas and Water Division
 Contact: Larry Phillips (901) 528-4020
 Contract Amount: \$ 1,594,172.88
 Completion: December, 2007
 Description: Installation of 11,230 LF of 30" Ductile Iron Water Main &
 1,345 LF of 16" Ductile Iron Water Main

Project Name: 24" Water Main Extension, Canada Road
 Owner: Memphis Light Gas and Water Division
 Contact: Larry Phillips (901) 528-4020
 Contract Amount: \$ 521,516.50
 Completion: May, 2002
 Description: Installation of 6,230 LF of 24" Ductile Iron Water Main



Key Personnel:

Ted A. Vaughan	Chairman of the Board - Early background in construction material sales. Has organized, owned and successfully operated heavy construction companies for the last 40 years.
Scott Vaughan	Corporate Secretary / Chief Financial Officer - Directly supervises administration and estimating, directly involved in all aspects of day-to-day operations.
John Bryant	President - Works as chief estimator and project manager, has 40+ years' experience in heavy construction.
Tim Sanders	Superintendent – Responsible for all field operations and also administers Argo's Safety Program, has 25 years' experience in surveying and heavy construction; 15 years' experience as Safety Director
Julio Rubio	Foreman - Has extensive background in pipe laying operations, has 20+ years' experience in heavy construction, 9 years as foreman.
Juan Rubio	Foreman - Has extensive background in pipe laying operations, has 20+ years' experience in heavy construction, 12 years as foreman.
Jose Rubio	Foreman - Has extensive background in pipe laying operations, has 20+ years' experience in heavy construction, 7 years as foreman.

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT
Scaled Bid #: FY2019-05-044
Due Date: June 13, 2019

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

Argo Construction Corporation _____ As Principal, and
Travelers Casualty and Surety Company of America _____ as Surety, are hereby held and firmly bound
unto City of Bartlett _____ as OWNER in the penal sum of _____
5% of BID _____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this 13th day of June, 20 19.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID
attached hereto and hereby made a part hereof to enter into a contract in writing, for the
FY2019-05-044 W J Freeman Park 10" Water Line Extension Project

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said BID) and shall
furnish a BOND for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said BID, then this obligation shall be void,
otherwise the same shall remain in force and effect; it being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

W J FREEMAN PARK 10 INCH WATER LINE
EXTENSION PROJECT

Scaled Bid #: FY2019-05-044

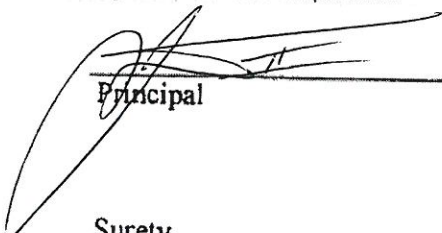
Due Date: June 13, 2019

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name John A. Bryant II, President

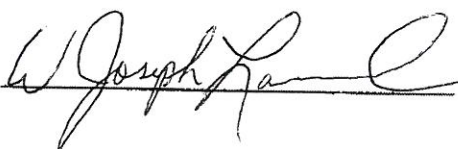
Argo Construction Corporation


Principal

(L.S.)

Surety

Travelers Casualty and Surety Company of America

By: 

Print Name: W. Joseph Lammell, Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **W. Joseph Lammell of Memphis, Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of June, 2019



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/25/19 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for W.J. Freeman Park Improvements, Phase 3.

On May 28, 2019, an ad was placed in *The Daily News*. On June 13, 2019, the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

B & B Specialty	\$1,755,980.50
Barnes & Brower	\$1,811,485.00
A & B Construction	\$1,869,762.00
Wagner General	\$1,899,500.00

We recommend the bid be awarded to B & B Specialty in the amount of \$1,755,980.50, plus a contingency of \$50,000, for a total cost of \$1,805,980.50.

Funds are available in Account 311.48311.780.51401.

Thank you for your consideration.

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



6465 North Quail Hollow Road | Suite 401
 Memphis, Tennessee 38120
 901.646.5070

720 North Lamar Blvd | Suite A
 Oxford, Mississippi 38655
 662.550.4454

dt-designstudio.com
 info@dt-designstudio.com

June 18, 2019

Mrs. Shan Criswell
 City of Bartlett
 5868 Stage Road
 Bartlett, TN 38134

**RE: W.J. FREEMAN PARK - PHASE 3
 RESTROOM/CONCESSION BUILDING, GROUP PAVILION AND MULTI-PURPOSE LIGHTING**

Dear Mrs. Criswell:

Dalhoff Thomas design|studio has reviewed the bids received on June 13, 2019 for the Phase 3 improvements to W.J. Freeman Park. We received four bids, with a low bid of \$1,755,980.50 from B&B Specialty Contractors, Inc. We have talked to two of the references provided to us by B&B Specialty Contractors, Patrick Chapman with Memphis Health Center (a \$5.6 million project) and Kelly Miller with Exeter Properties (a \$600,000 project). Both references were very satisfied with the quality of their work and indicated that the schedules were met on both projects. We, therefore, recommend that the City accept the base bid from B&B Specialty Contractors.

Sincerely,
 Dalhoff Thomas design studio

Dean Thomas, PLA, CLARB
 Principal

Attachment: Bid Response Sheet - SB FY2019-05-047 W.J. Freeman Park Phase 3 (2580 : W. J. Freeman Park - Phase 3)

BID RESPONSE SHEET

FY2019-05-047-WJ FREEMAN PARK PHASE III

DUE 06/13/2019 AT 2:00 P.M.

COMPANY/BIDDER	BID AMOUNT - TOTAL ITEMS A,B,C,& D	SUBS (if any)	PUBLIC ACTS	BID BOND	ACKNOWLEDGE ADDENDUMS 1-4
			if yes check	if yes check	if yes check
A & B CONSTRUCTION	1,869,762.00	Rushing Plumbing, Robinson Mechanical, Descon Masonry, Electrical Contractors	✓	✓	✓
B & B SPECIALTY*	1,755,980.50	Aztec Masonry, Rushing Plumbing, Rushing Mechanical, Electrical Contractors	✓	✓	✓
BARNES & BROWER	1,811,485.00	Progressive Plumbing, Advance Electric, Panel Exteriors Roof, Barnes & Brower Masonry, Herin mechanical	✓	✓	✓
MADDEN PHILLIPS	N/B		✓	✓	✓
WAGNER GENERAL	1,899,500.00	Descon masonry, Rushing Plumbing, Rushing Mechanical, Advance electric, Architectural Paneling Roof			
pparent low bid, pending review					

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/25/19 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Andrew Gay and Rachel Gilliam to Bartlett Station Commission.

Andrew Gay will fill the position vacated by Robert Vincent. His term will expire December 31, 2021. Rachel Gilliam will fill the position vacated by Marty Marbry, who is transferring off this commission to the Code Appeals Board. Her term will expire December 31, 2023.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/25/19 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Marty Marbry to Code Appeals Board.

Marty Marbry is transferring off Bartlett Station Commission to fill the unexpired term vacated by Leon Hurd. Her term will expire December 31, 2020.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/25/19 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Sherrell Lott to Family Assistance Commission.

Sherrell Lott will fill the position vacated by Lori Shores. Her term will expire December 31, 2020.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/25/19 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Jimmy Davis to Parks and Recreation Advisory Board.

Jimmy Davis will fill the position vacated by John Alexander. His term will expire December 31, 2021.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2578)

Meeting: 06/25/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2578

Resolution 16-19, a resolution to amend the Fiscal Year 2019 General Fund Budget to appropriate \$69,600 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2018 Peace Officer Supplement Pay for eligible Police Department personnel in the amount of \$69,600 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2019 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2019 General Fund budget is amended to appropriate \$69,600 in revenues and expenditures for the 2018 Peace Officer Supplement Pay for police personnel.

Adopted this day of June 25, 2019

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2571)

Meeting: 06/25/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2571

Resolution 17-19, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2019, in an amount not to exceed \$1,410,000, 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 other equipment for the police, fire, codes enforcement, public works, engineering, and parks and recreation departments of the City, renovations to parks and recreation department facilities, renovations and improvements to the City's Recreation Center and Senior Center and Performing Arts Conference 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 \$1,410,000, 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").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2019". The Notes shall be issued in registered form, without coupons. 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 3.14% 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% 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 it 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) 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.

Section 7. Transfer of Notes. 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 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.

Section 8. Regulations with Respect to Transfers. 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 2019 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. 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 18. 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 19. Miscellaneous Acts. The Mayor, the City Clerk, the Finance Director, 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 20. 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 21. 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 22. 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 23. 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 24. 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.

Approved and adopted this 25th day of June, 2019.

Mayor

Attest:

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 June 25, 2019; (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 \$1,410,000 General Obligation Capital Outlay Notes, Series 2019, 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 25th day of June, 2019.

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 2019

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 _____, 2020, 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 2019" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,410,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of vehicles and other equipment for the police, fire, codes enforcement, public works, engineering, and parks and recreation departments of the City, renovations to parks and recreation department facilities, renovations and improvements to the City's Recreation Center and Senior Center and Performing Arts Conference 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 June 25, 2019, 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.

This note is transferable by the Registered Owner hereof by 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 _____, 2019.

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus noted that this capital outlay note will fund capital projects in Fiscal Year 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	W.C. Pleasant, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2572)

Meeting: 06/25/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2572

Resolution 18-19, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2019A, in an amount not to exceed \$1,030,000, 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 other equipment for the police, fire, codes enforcement, public works, engineering, and parks and recreation departments of the City, renovations to parks and recreation department facilities, renovations and improvements to the City's Recreation Center and Senior Center and Performing Arts Conference 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 \$1,030,000, 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").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2019A". The Notes shall be issued in registered form, without coupons. 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 3.14% 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% 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 it 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) 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.

Section 7. Transfer of Notes. 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 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.

Section 8. Regulations with Respect to Transfers. 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 2019A 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. 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 18. 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 19. Miscellaneous Acts. The Mayor, the City Clerk, the Finance Director, 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 20. 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 21. 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 22. 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 23. 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 24. 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.

Approved and adopted this 25th day of June, 2019.

Mayor

Attest:

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 June 25, 2019; (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 \$1,030,000 General Obligation Capital Outlay Notes, Series 2019A, 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 25th day of June, 2019.

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 2019A

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 _____, 2020, 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 2019A" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,030,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of vehicles and other equipment for the police, fire, codes enforcement, public works, engineering, and parks and recreation departments of the City, renovations to parks and recreation department facilities, renovations and improvements to the City's Recreation Center and Senior Center and Performing Arts Conference 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 June 25, 2019, 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.

This note is transferable by the Registered Owner hereof by 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 _____, 2019.

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

This resolution will also be used to fund the capital improvement program in Fiscal Year 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2570)

Meeting: 06/25/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2570

Resolution 19-19, a resolution to amend the Fiscal Year 2019 General Fund and Capital Improvement Fund budgets to provide funds for the roof repair at the Bartlett Justice Center.

WHEREAS, the Criminal Justice Center is in need of a new roof; and

WHEREAS, the City of Bartlett desires to amend the General Fund budget to transfer funds to the Capital Improvement Fund to provide funds for this project; and

WHEREAS, it is necessary to amend the FY19 General Fund and Capital Improvement Fund to provide funding for this one-time non-recurring expenditure;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY19 General Fund and Capital Improvement Fund is amended by an appropriation of \$100,000 in operating transfers to the Capital Improvement Fund for the purpose of completion of a new roof for the Bartlett Police Department and Justice Center:

		INCREASE	DECREASE
110.46000.999	TRANSFERS TO CAPITAL IMPR.	100,000.00	
110.30000.36990	USE OF FUND BALANCE		100,000.00
		REVENUE	EXPENDITURE
311.48311.391930.20519	TRANSFERS IN FROM GEN FUND	100,000.00	
311.48311.780.20519	JUSTICE CENTER MAINTENANCE		100,000.00

Adopted this day of June 25, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus stated that these funds will be used to replace the Justice Center roof.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2581)

Meeting: 06/25/19 07:00 PM
Department: Personnel
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Ted Archdeacon
Sponsors:
DOC ID: 2581

Resolution 20-19, a resolution to revise Chapter 2, Section 2.3 of the City of Bartlett Personnel Policy Manual, Appointed Positions to add Chief to Rank of Inspector or above in the Police Department.

BE IT RESOLVED by the Board of Mayor and Aldermen that Chapter 2, Section 2.3, of the City of Bartlett Personnel Policy Manual, Appointed Positions, be revised to read as follows:

21. Rank of *Chief* Inspector or above in the Police Department

ADOPTED THIS 25th DAY OF JUNE 2019.

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Archdeacon explained to mirror other jurisdictions, the title of inspector be changed to Chief Inspector.

Alderman Parsons asked if this was a title change only. Mr. Archdeacon confirmed it was.

Alderman Simmons asked if this title change included a pay raise. Mayor McDonald said no.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2584)

Meeting: 06/25/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2584

Resolution 21-19, a resolution to approve the planned use of General Purpose School Fund Balance and to amend the Fiscal Year 2019 General Purpose School Fund of the Bartlett City Schools.

WHEREAS, the Board of Mayor and Aldermen is required to approve the Board of Education General Purpose School Fund budget and other School Special Revenue Fund budgets, as amended; and

WHEREAS, the Board of Education, using Resolution 6-12, is scheduled to approve a budget amendment to its FY19 General Purpose School Fund on June 27, 2019 which is attached as Exhibit A and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendments to the FY2019 General Purpose School Fund of the Bartlett City Board of Education are approved.

Adopted this day of June 25, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

The Board of Mayor and Aldermen has to approve all budget amendments for the Board of Education.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick

EXHIBIT A



RESOLUTION 6-12

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2018-2019 FISCAL YEAR ANNUAL GENERAL PURPOSE FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the General Purpose Fund Budget changes the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the General Purpose Fund Budget for the 2018-2019 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2018-19 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$24,399,609
General Purpose Fund balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$24,399,609 to \$23,899,609	(\$500,000)
Amended General Purpose Fund Balance	\$23,899,609
2018-19 GENERAL PURPOSE FUND BUDGET REVENUES	\$80,847,876
Revenues are amended in the following categories:	
177-44170-00000-000-0000-0000 Misc. Revenues are amended from \$0 to \$500,000	\$500,000
Amended 2018-19 General Fund Budget Revenues	\$81,347,876
2018-19 GENERAL PURPOSE FUND BUDGET EXPENDITURES	\$80,847,876

Expenditures are amended in the following categories:	
141-72110-18900-610-1000-000 Attendance – Other Salaries & Wages is amended from \$0 to \$70,000	\$70,000
141-72620-33500-815-9999-0000 Maintenance of Plant – Maintenance & Repair Buildings is amended from \$350,000 to \$450	\$100,000
141-71100-44900-310-1000-0000 Regular Instruction – Textbooks is amended from \$437,000 to \$387,000	(\$50,000)
141-71100-20700-310-0030-1000 Regular Instruction – Medical Insurance Bon Lin Elementary is amended from \$381,582 to \$351,582	(\$30,000)
141-71100-20700-310-0150-0000 Regular Instruction – Medical Insurance Oak Elementary is amended from \$346,914 to \$336,914	(\$10,000)
141-71100-20700-310-0025-0000 Regular Instruction – Medical Insurance BHS is amended from \$264,034 to \$249,034	(\$15,000)
141-71200-20700-320-0150-0000 Special Education Instruction – Medical Insurance is amended from \$124,929 to \$104,929	(\$20,000)
141-72210-20700-335-1000-0000 Special Education Support – Medical Insurance is amended from \$63,700 to \$53,700	(\$10,000)
141-72310-33100-110-1000-0000 Board of Education – Legal Services is amended from \$30,000 to \$5,000	(\$25,000)
141-72310-50500-110-1000-0000 Board of Education – Judgments is amended from \$30,000 to \$20,000	(\$10,000)
14172310-20701-110-1000-0000 Board of Education – Medical Insurance is amended from \$0 to \$500,000	\$500,000
Amended 2018-19 General Fund Budget Expenditures	\$81,347,876

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective June 27, 2019 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of June, 2019.

Shirley Jackson, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2583)

Meeting: 06/25/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2583

Resolution 22-19, a resolution to amend the Fiscal Year 2019 Bartlett City Schools Special Revenue Fund.

WHEREAS, the Board of Mayor and Aldermen is required to approve the Board of Education General Purpose School Fund budget and other School Special Revenue Fund budgets, as amended; and

WHEREAS, the Board of Education plans to approve Budget Amendment 6-13 to its FY2019 Special Revenue Fund budget on June 27, 2019; which is labeled Exhibit "A" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that Budget Amendment 6-13 to the FY2019 Bartlett City Schools Special Revenue Fund Budget is approved.

Adopted this day of June 25, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

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

EXHIBIT A



RESOLUTION 6-13

A RESOLUTION TO AMEND THE 2017-2018 FISCAL YEAR SPECIAL REVENUE FUND BUDGETS OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments to the Special Revenue Fund Budget change the total amount of the budget, as recognized by the increase in Title grants to local education agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the annual Special Revenue Fund Budget for the 2018-2019 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts within the following grants referenced below:

FEDERAL AND STATE FUND REVENUES:			\$2,655,659
Revenues are amended in the following categories:			
142-47141	Title 1-A is amended from \$1,089,064 to \$3,068,500		\$1,979,436
142-47141	Title Consolidated Administration is amended from \$144,388 to \$507,076		\$362,688
142-47141	Title 1-N is amended from \$331,002 to \$1,165,677		\$834,675
142-47141	Title 1-D is amended from \$21,740 to \$40,189		\$18,450
142-47189	Title II-A is amended from \$93,718 to \$243,308		\$152,591

142-47146	Title III-ELA is amended from \$6,326 to \$229,008		\$22,682
142-47590	Title IV is amended from \$39,888 to \$279,691		\$239,803
142-47143	IDEA Part B is amended from \$870,126 to \$2,092,736		\$1,222,610
142-47143	IDEA Discretionary/Supplementals is amended from \$11,920 to \$12,651		\$731
142-47145	IDEA Preschool is amended from \$15,891 to \$50,855		\$34,964
142-47590	Read to be Ready Summer Grant is amended from \$31,596 to \$30,000		(\$1,596)
145-46590	Voluntary Pre-K is amended from \$50,716 to \$186,668		\$135,952
145-46590	Coordinated School Health is amended from \$25,806 to \$90,000		\$64,194
145-46230	Safe Schools is amended from \$30,900 to \$218,360		\$57,460
145-46230	School Safety is amended from \$0 to \$218,660		\$218,660
145-46980	Arts Students Ticket Subsidy is amended from \$87,005 to \$195,623		(\$640)
145-44990	Shelby County Education Foundation Pre-K is amended from \$87,005 to \$195,623		\$108,618
145-44990	Shelby County Education Foundation Growing Teachers is amended from \$0 to \$3,723		\$3,723
145-46980	TN Arts Commission 360 is amended from \$15,974 to \$30,000		\$14,026
145-44990	Champion Creative Active Children is amended from \$0 to \$2,500		\$2,500
145-46590	Read to be Ready Coaching Network is amended from \$95 to \$10,000		\$9,905
145-47131	CTE Perkins Basic is amended from \$0 to \$222,316		\$222,316
145-47131	Perkins Reserve Consolidated is amended from \$0 to \$8,500		\$8,500
	Amended Federal and State Fund Revenues Budget		\$8,367,907

Attachment: 6-13 Special Rev Budget Amendment 18-19 (2583 : Res 22-19 School Special Rev)

FEDERAL AND STATE FUND EXPENDITURES		\$2,655,659
Expenditures are amended in the following categories:		
9006	Title I-A is amended from \$1,089,064 to \$3,068,500	\$1,979,436
0106	Title Consolidated Administration is amended from \$144,388 to \$507,076	\$362,688
1106	Title 1-N is amended from \$331,002 to \$1,165,677	\$834,675
1606	Title 1-D is amended from \$21,740 to \$40,189	\$18,450
2006	Title II-A is amended from \$93,718 to \$246,309	\$152,591
3006	Title III-A is amended from \$6,326 to \$29,008	\$22,682
4400	Title IV is amended from \$39,888 to \$279,691	\$239,803
9006	IDEA Part B is amended from \$870,126 to \$2,092,736	\$1,222,610
8910	IDEA Discretionary/Supplementals is amended from \$11,920 to \$12,651	\$731
9106	IDEA Preschool is amended from \$15,891 to \$50,855	\$34,964
7210	Read to be Ready Summer Grant is amended from \$31,596 to \$30,000	(\$1,596)
8046	Voluntary Pre-K is amended from \$50,716 to \$186,668	\$135,952
8706	Coordinated School Health is amended from \$25,806 to \$90,000	\$64,194
8037	School Safety is amended from \$0 to \$218,660	\$218,660
8086	Arts Students Ticket Subsidy is amended from \$87,005 to \$195,623	(\$640)
8056	Shelby County Education Foundation Pre-K is amended from \$87,005 to \$195,623	\$108,618
8057	Shelby County Education Foundation Growing Teachers is amended from \$0 to \$3,723	\$3,723
8077	TN Arts Commission 360 is amended from \$15,974 to \$30,000	\$14,026
8079	Champion Creative Active Children is amended from \$0 to \$2,500	\$2,500

8040	Read to be Ready Coaching Network is amended from \$95 to \$10,000		\$9,905
8010	CTE Perkins Basic is amended from \$0 to \$222,316		\$222,316
8020	Perkins Reserve Consolidated is amended from \$0 to \$8,500		\$8,500
	Amended Federal and State Fund Expenditures Budget		\$8,367,907

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective June 27, 2019 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of June, 2019.

Shirley Jackson, Chairman
Bartlett City Board of Education

David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel