



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

THURSDAY, JUNE 16, 2016 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by David Johnson, Fountain of Truth Church

FUTURE MEETINGS

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

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

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

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the May 24, 2016 Board of Mayor and Aldermen Regular Meeting

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 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets.
2. Ordinance 16-06, 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 2016.

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**
- 2 Third Reading of Ordinance 16-06, 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 2016. (Dick Phebus, Director of Finance)**

CONSENT AGENDA

- 1 Special event permit for Weekly Mountain Bike Time Trial Series. (Jim Brown, Director of Code Enforcement)**

The event will be held on Wednesdays July 27, August 3, August 10 and August 17 from 6 to 8 p.m. at Nesbit Park.

- 2 Annual Bartlett Kids' Triathlon. (David Thompson, Director of Parks and Recreation)**

The event is scheduled for Saturday, October 1 starting at 7:30 a.m. and will take place in and around the Bartlett Recreation Center. The Center will be closed until 11 a.m. the day of the event.

- 3 Baseball and softball tournament schedule for 2016. (David Thompson, Director of Parks and Recreation)**

- 4 Bid for Animal Control operational supplies. (Bill Yearwood, Director of Public Works)**

Recommend accepting the sole bid from Animal Core Equipment & Services at a cost of \$15,890.42, plus a contingency amount of \$864.89 for a total cost of \$16,755.31. Funds are available in Account 131.43000.341.062.

- 5 Proposal for vehicle maintenance software. (Bill Yearwood, Director of Public Works)**

Recommend accepting the lowest bid from Ron Turley Associates Inc. at a cost of \$30,364.50. Funds are available in Account 311.48311.785.30716.

6 Bid to replace Germantown Road Water Plant dehumidifier. (Rick McClanahan, Director of Engineering)

Recommend accepting the lower bid from National HVAC Service at a total cost of \$54,917, plus a contingency amount of \$5,083, for a total cost of \$60,000. Funds are available in Account 510.51200.945.

7 Bids for Fletcher Creek Greenway Bike and Pedestrian Trail. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Vucon, LLC in the amount of \$932,787.20, plus a contingency amount of \$70,000 for a total cost of \$1,002,787.20. This project is an 80/20 federal/local match. The City's portion of the total cost will be \$200,557.44. Funds are available in Account 311.48311.780.451.

8 Contract Administration for Fletcher Creek Greenway Bike and Pedestrian Trail. (Rick McClanahan, Director of Engineering)

Recommend approving Barge Waggoner Sumner & Cannon as the contract administrator for the Fletcher Creek Greenway Bike and Pedestrian Trail project. This project is an 80/20 federal local match. The City's portion of the contract administration is \$44,415.20. Funds are available in Account 311.48311.780.451.

9 Renewal of Computer-Assisted Dispatch maintenance agreement. (Gary Rikard, Chief of Police)

Request to renew annual service agreement from Tritech Software Systems for a total cost of \$64,397.00. Funds are available in Account 123.48123.264.

10 Extension of Consultant Contract for Public Safety Radio System. (Dick Phebus, Director of Finance)

Recommend accepting the extension of contract with Federal Engineering for additional services related to installation and testing of public safety radio system in an amount not to exceed \$22,949, including labor and travel expense. Funds are available in Account 110.41100.897.

11 Planning Commission Report for June 2016. (Terry Emerick, Director of Planning and Economic Development)

12 Treasurer's Report for April 2016. (Dick Phebus, Director of Finance)

NEW BUSINESS

- 1 Appoint Stan Burton to the Design Review Commission. (A. Keith McDonald, Mayor)**
- 2 Appoint Matt Crenshaw to the Pension Board and to the Retirement Plan Committee. (A. Keith McDonald, Mayor)**
- 3 Appoint Ted Archdeacon to the Pension Board and to the Retirement Plan Committee. (A. Keith McDonald, Mayor)**
- 4 Resolution 21-16, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**
- 5 Resolution 22-16, a resolution to amend the Fiscal Year 2015-2016 General Purpose School Fund Budget of the Bartlett City Board of Education. (Dick Phebus, Director of Finance)**
- 6 Resolution 23-16, a resolution to amend the Fiscal Year 2015-2016 Education Capital Projects Fund Budget of the Bartlett City Board of Education. (Dick Phebus, Director of Finance)**
- 7 Resolution 24-16, a Resolution to amend the Fiscal Year 2015-2016 Federal Funds Budget of the Bartlett City Board Of Education. (Dick Phebus, Director of Finance)**
- 8 Resolution 25-16, a resolution authorizing the execution and delivery of a lease purchase agreement for the acquisition of computers for the Bartlett City School System and an agreement with the Bartlett City Board of Education for the payment of obligations under the lease purchase agreement. (Dick Phebus, Director of Finance)**
- 9 Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education for the purchase and repayment of Apple computers. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MAY 24, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Vice Mayor Jack Young

FUTURE MEETINGS

Bartlett Station Commission, June 1 at 7:30 p.m.

City Beautiful Commission, June 2 at 6 p.m.

Family Assistance Commission, June 6 at 6 p.m.

Planning Commission, June 6 at 7 p.m.

Beer Board, June 7 at 6 p.m.

Parks and Recreation Advisory Board, June 9 at 7 p.m.

Bartlett Historical Society, June 13 at 7 p.m.

Board of Mayor and Aldermen Meeting, June 16 at 7 p.m.

RECOGNITIONS

Peter Voss, Director of Personnel, bid farewell to the City after 33 years of service. Mr. Voss received a standing ovation.

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

Minutes Acceptance: Minutes of May 24, 2016 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE

Minutes of the May 10, 2016 Board of Mayor and Aldermen Regular Meeting

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

PUBLIC HEARING

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

- I. Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016.

No one spoke for or against Ordinance 16-03.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 16-03, an ordinance to establish the salary of the Division II Judge in the City of Bartlett for the eight-year period beginning September 1, 2016. (Mark Brown, Chief Administrative Officer)**

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

- 2 **Second Reading of Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the Capital Improvement Project budget will include an additional \$150,000 for renovation of the soccer park restrooms. This project's lowest bid is higher than originally budgeted.

Alderman Parsons asked when the renovation project would begin. Mayor McDonald said it should start during the 2016 calendar year.

Alderman Pleasant asked how much interest the City received for the soccer park restroom project. Mark Brown, Chief Administrative Officer, said five bids were received. Staff researched alternatives such as modular building to lower the cost, but found that the ground work made those options cost prohibitive.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 6/16/2016 7:00 PM
MOVER:	Emily Elliott, Alderman	
SECONDER:	Jack Young, Vice Mayor	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

3 Second Reading of Ordinance 16-06, 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 2016. (Dick Phebus, Director of Finance)

The property tax rate is set to remain at \$1.62 per \$100 of assessed value.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 6/16/2016 7:00 PM
MOVER:	Jack Young, Vice Mayor	
SECONDER:	Paula Sedgwick, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
SECONDER:	Emily Elliott, Jack Young
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 1 Bid for interior painting and exterior window sealing at City Jail. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from A & B Construction at a cost of \$31,525.70. Funds are available in Account 311.48311.780.20516
- 2 Bid for front desk glass enclosure for City Court. (Bill Lloyd,)**
Recommend accepting the lower bid from Terry Bell Construction at a total cost of \$12,477.00. Funds are available in Account 311.48311.780.20516.
- 3 Bid for animal shelter kennel renovation. (Bill Yearwood, Director of Public Works)**
Recommend accepting lowest and best bid from Terry Bell Construction, LLC for a cost of \$87,754.40, plus a contingency amount of \$15,000, for a total cost of \$102,754.40. Funds are available in Account 110.43800.921.
- 4 Bid for Bartlett Soccer Park restroom expansion and renovation. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Terry Bell Construction, LLC in the amount of \$236,817.00, plus a contingency amount of \$12,000.00 for a total cost of \$248,817.00. Additionally, award the project's construction management to Ross Witt, PLLC in the amount of \$4,350. The total cost of this project will be \$253,167.00. Funds will be available in Account 311.48311.780.51416.

Minutes Acceptance: Minutes of May 24, 2016 7:00 PM (MINUTES ACCEPTANCE)

5 Bid to stabilize Fletcher Creek near Appling Road. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Pro-Site Construction at a cost of \$229,783.20, plus Alternate I (\$157,180) and a contingency of \$38,696 for a total cost of \$425,659.20. Recommend awarding contract administration to Barge Waggoner Sumner and Cannon at a cost of \$30,000. The total cost of this project will be \$455,659.20. This project will be completely federally funded.

6 Site Plan, Grading, and Erosion Control Contract for Shell Station at 5944 Stage Road. (Wade Towles, Assistant Director of Engineering)

The developer, Marketplace Development, LLC, will pay \$5,677.44 in City Fees. The bond is set at \$47,832.00.

7 Site Plan, Grading, and Erosion Control Contract for Christian Life Tabernacle. (Wade Towles, Assistant Director of Engineering)

The developer, Christian Life Tabernacle, will pay \$55,351.29 in City Fees. The bond is set at \$399,369.00.

NEW BUSINESS

1 Resolution 17-16, a resolution to accept a 2015-2016 Tennessee Municipal League Pool Property Conservation matching grant and to amend the Fiscal Year 2016 Grants Budget to appropriate the funds and authorize the purchase and installation of equipment. (Dick Phebus, Director of Finance)

This resolution will accept \$3,750 in grant funds for the purchase and installation of a security system for the Parks and Recreation Department.

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

2 Resolution 18-16, a resolution to authorize payment of funds to the Community Foundation of Greater Memphis for the purpose of establishing the Bartlett Parks Foundation Fund. (David Thompson, Director of Parks and Recreation)

Mr. Thompson explained that this resolution will allow the City and the Parks and Recreation Advisory Board to create a parks foundation. The foundation will be able to collect donations for parks and recreation projects. This fund will be overseen by the Mayor, Chief Administrative Officer, and the Chair of the Parks Board.

The first project the foundation will raise funds for will be a pavilion in W.J. Freeman Park for the farmers market.

Alderman Simmons asked if the foundation would be separate from the Parks and Recreation Department's budget. Mr. Thompson confirmed that it would be.

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

3 **Appoint Ted Archdeacon as Director of Personnel. (A. Keith McDonald, Mayor)**

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

Swear-in Ted Archdeacon as Director of Personnel.

Mayor McDonald swore in Mr. Archdeacon as the Director of Personnel.

OPEN DISCUSSION

Alderman Simmons announced that the Sesquicentennial golf tournament held May 20 raised \$8,000 for the West Tennessee Veterans Home.

Debbie Gelineau announced the annual Children's Fishing Rodeo will be held Saturday, June 4 from 6 to 9 a.m. at Appling Lake.

Melissa Woodall, Member of the Parks and Recreation Advisory Board, thanked the Board for approving the parks foundation. Alderman Elliott thanked Mrs. Woodall and Warren Young, chair of the Parks Board, for putting it together.

ADJOURNMENT

Meeting adjourned at 7:34 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of May 24, 2016 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1783)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1783

Ordinance 16-05, an ordinance to adopt the 2016-2017 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets.

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett that the following appropriations for the 2016-2017 Fiscal Year for the City of Bartlett are as follows:

GENERAL FUND EXPENDITURES:	Fiscal Year 16/17
ADMINISTRATIVE:	
Legislative Board	\$ 776,499
Mayor's Office	\$ 811,701
Community Affairs	\$ 312,601
Building and Grounds	\$ 300,935
Bartlett Station Municipal Center	\$ 389,526
Library	\$ 1,178,048
Finance and Administration	\$ 1,503,992
City Court	\$ 996,400
Personnel	\$ 534,458
Planning and Economic Development	\$ 407,038
Total Administrative	\$ 7,211,198
PUBLIC SAFETY:	
Police Department	\$ 14,257,260
Fire Department	\$ 7,302,527
Ambulance Department	\$ 2,870,013
Code Enforcement	\$ 888,440
Total Public Safety	\$ 25,318,240
PUBLIC WORKS:	
Administration	\$ 581,450
City Shop	\$ 987,444
General Maintenance	\$ 1,418,843
General Services	\$ 339,228
Grounds Maintenance	\$ 1,326,681
Animal Control	\$ 773,798
Engineering Administration	\$ 391,940
Engineering & Inspection	\$ 513,506
Total Public Works	\$ 6,332,890

PARKS AND RECREATION:

Administration	\$	408,785
Community Center	\$	1,096,592
Athletics	\$	764,035
Maintenance	\$	1,301,609
School Ground Maintenance	\$	238,260
Senior Citizen Center	\$	365,696
Recreation Center	\$	1,662,401
Total Parks and Recreation	\$	5,837,378

PERFORMING ARTS:

Performing Arts Center	\$	637,248
Total Performing Arts	\$	637,248

OTHER GENERAL FUND ITEMS /TRANSFERS OUT

Transfer Out Bartlett City School	\$	1,737,826
Transfer Out BCS Capital Projects	\$	950,000
Transfer Out Shelby County Board of Education	\$	608,193
Transfer Out Balance of Sales Tax Half Cent	\$	317,627
Transfer Out DARE Program	\$	42,000
Transfer Out Drainage Fund	\$	100,000
Transfer Out Bartlett Station	\$	100,000
Total Transfers Out	\$	3,855,646

TOTAL GENERAL FUND EXPENDITURES **\$ 49,192,600**

GENERAL FUND REVENUES/TRANSFERS:

Property Taxes	\$	20,492,302
Local Taxes	\$	13,222,946
Licenses & Privileges	\$	1,657,700
Intergovernmental	\$	6,027,000
General Charges for Services	\$	3,985,384
Department Revenues	\$	1,559,579
Court Charges	\$	1,810,000
Other Revenue	\$	176,689
Transfer In from General Improvement Fund	\$	261,000

TOTAL GENERAL FUND REVENUES/TRANSFERS **\$ 49,192,600**

SPECIAL REVENUE FUNDS EXPENDITURES

Street Aid Fund	\$	2,395,000
Solid Waste Fund	\$	6,157,049
General Improvement Fund	\$	662,500
Drug Enforcement Fund	\$	334,400
DEA Enforcement Fund	\$	100,500
Drainage Control Fund	\$	115,711
Park Improvement Fund	\$	90,286

Bartlett City School Fund	\$ 73,528,223
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TOTAL SPECIAL REVENUE FUNDS EXPENDITURES	\$ 83,383,669
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SPECIAL REVENUE FUNDS REVENUES/SOURCES

Special Revenue Funds Revenue	\$ 82,576,272
Use of Fund Balance	\$ 807,397

TOTAL SPECIAL REVENUE FUNDS REV./SOURCES	\$ 83,383,669
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UTILITY FUND EXPENDITURES

Administration	\$ 2,266,785
Water & Wastewater Services	\$ 1,835,509
Plant Operations	\$ 1,867,730
Sewer Treatment	\$ 1,029,377
Total Utility Operation Expenditures	\$ 6,999,401
Utility Debt -- Principal	\$ 1,303,000
Utility Debt -- Interest & Charges	\$ 313,599
Total Utility Debt Expenditures	\$ 1,616,599

Transfer to Capital Improvement Fund	\$ 1,990,000
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TOTAL UTILITY FUND EXPENDITURES	\$ 10,606,000
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UTILITY FUND REVENUES/SOURCES

Utility Fund Revenues	\$ 8,631,000
Retained Earnings	\$ 1,975,000

TOTAL UTILITY FUND REVENUES/SOURCES	\$ 10,606,000
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GENERAL DEBT SERVICE FUND EXPENDITURES

Principal \$	3,477,000
Interest and Other Charges	\$ 1,058,703

TOTAL GENERAL DEBT SERVICE EXPENDITURES	\$ 4,535,703
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GENERAL DEBT SERVICE REVENUES/SOURCES

Debt Service Revenues	\$ 4,304,400
Use of Fund Balance	\$ 231,303

TOTAL GENERAL DEBT SERVICE REV./SOURCES	\$ 4,535,703
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SECTION 2: CAPITAL IMPROVEMENT PLAN -- BE IT FURTHER ORDAINED that "Exhibit A" represents the capital improvements plan for the City of Bartlett, Tennessee. The items listed as 2016-2017 are to be included in the budget, while new projects in future years represent "Planned" expenditures, and will require formal appropriation in future years. Unexpended project revenues and expenditures/expenses for existing projects may be administratively transferred to other CIP projects by the Finance Director with the approval of the Mayor and/or the Chief Administrative Officer.

SECTION 3: CAPITAL IMPROVEMENT PLAN BORROWING -- BE IT FURTHER ORDAINED, that the borrowing required as scheduled with the Capital Improvements Plan will take additional, specific authorization from the Board of Mayor and Aldermen in accordance with Tennessee Law.

SECTION 4: The CITY WATER RATE -- BE IT FURTHER ORDAINED the City Water Rates be assessed according to the following schedule:

	<u>Rates</u>
Residential -- City Customers -- The first 2,000 gallons	\$ 5.80
Residential -- City Customers - Over 2,000 gallons, per 1,000 gallons	\$ 1.80
Residential -- Rural Customers -- The first 2,000 gallons	\$ 8.70
Residential -- Rural Customers -- Over 2,000 gallons, per 1,000 gallons	\$ 2.70
Commercial -- City Customers -- The first 2,000 gallons	\$ 10.88
Commercial -- City Customers - Over 2,000 gallons, per 1,000 gallons	\$ 2.10
Commercial -- Rural Customers -- The first 2,000 gallons	\$ 15.59
Commercial -- Rural Customers -- Over 2,000 gallons, per 1,000 gallons	\$ 3.15

SECTION 5: The CITY SEWER RATE -- BE IT FURTHER ORDAINED the City Sewer Rates be assessed according to the following schedule:

	<u>Rates</u>
Residential -- City Customers -- The first 2,000 gallons	\$ 6.19
Residential -- City Customers -- each additional 1,000 gallons	\$ 1.64
Residential -- Rural Customers -- The first 2,000 gallons	\$ 9.09
Residential -- Rural Customers -- each additional 1,000 gallons	\$ 1.79
Commercial -- City Customers -- The first 2,000 gallons	\$ 14.89
Commercial -- City Customers -- each additional 1,000 gallons	\$ 1.79
Commercial -- Rural Customers -- The first 2,000 gallons	\$ 22.14
Commercial -- Rural Customers -- each additional 1,000 gallons	\$ 1.93

SECTION 6: WATER/SEWER IN LIEU OF AD VALOREM TAX PAYMENTS -- BE IT FURTHER ORDAINED, that the Treasurer is directed to transfer and deliver to the general fund from the Water/Sewer Department, revenues equivalent to the property tax rate per each \$100 of Net Book Value of assets of the Bartlett Water/Sewer Department in lieu of property taxes on the day and date regularly that property taxes are collected.

SECTION 7: CITY FEES SCHEDULE -- BE IT FURTHER ORDAINED, that "Exhibit B" represents the

fiscal year 2016-2017 comprehensive fees schedule for the City of Bartlett, Tennessee and establishes the rates for fiscal year 2016-2017. Any rate or fee not included in the attached 2016-2017 schedule established by previous resolution, ordinance or administrative action will remain in effect.

SECTION 8: INTERNAL SERVICE FUNDS -- BE IT FURTHER ORDAINED, that the Internal Service Funds for Health and Welfare and Worker's Compensation be continued, with the City's portion of the funding to be included in each fund's budget.

SECTION 9: OPERATING BUDGETS EXPIRE AT JUNE 30 -- BE IT FURTHER ORDAINED, that Operating budgets not spent or formally encumbered expire at June 30, 2017. Capital Projects are authorized on a "project" basis -- and the appropriation expires on completion of the project.

SECTION 10: NO APPROPRIATION EXCEEDED -- BE IT FURTHER ORDAINED, that no appropriation listed above may be exceeded without appropriate ordinance action to amend the budget.

SECTION 11: AFTER THE FISCAL YEAR-END -- BE IT FURTHER ORDAINED, that the Mayor is authorized to transfer appropriations within funds as needed to balance the budget after all year-end entries have been recorded in the fiscal year 2017 budget. All transfers will be reported to the Board of Mayor and Aldermen at the time of the reporting of the year-end financial results in the Comprehensive Annual Financial Report for the year ended June 30, 2017.

SECTION 12: DETAILED LINE-ITEM -- BE IT FURTHER ORDAINED, that a detailed line-item financial plan shall be prepared in support of the budget.

SECTION 13: GENERAL FUND OPERATING RESERVES AT JUNE 30 -- BE IT FURTHER ORDAINED, that the policy of the Board of Mayor and Aldermen establishes at 20 percent, the General Fund Balance as a percent of the next year's operations, and \$1,000,000 established as an emergency fund. Below this level, unspent budgets will accrue toward this. Amounts above this level may be used as directed by the Board.

SECTION 14: SEVERABILITY -- BE IT FURTHER ORDAINED, that all Ordinances heretofore passed in conflict herewith are hereby repealed insofar as they are in conflict with this Ordinance.

SECTION 15: EFFECTIVE DATE -- BE IT FURTHER ORDAINED, that this Ordinance becomes effective July 1, 2016.

FIRST READING: May 10, 2016

SECOND READING: May 24, 2016

THIRD READING: June 16, 2016

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

A. Keith McDonald, Mayor

Attest: _____

Stefanie McGee, City Clerk

HISTORY:

05/10/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 05/24/16

05/24/16 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 06/16/16

Exhibit A

CIP PROJECT LINE ITEMS SUMMARY		BARTLETT CAPITAL IMPROVEMENT PROGRAM FY 2017 - FY 2021				
PROJECT	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
FUNDING SOURCES						
General Obligation Bonds	\$ 5,723,000	\$ 7,662,000	\$ 6,732,000	\$ 4,333,000	\$ 3,194,000	\$ 27,644,000
Capital Note	1,127,500	965,000	1,435,000	805,000	830,000	5,162,500
FD311 Transfers-unspent projects	0	0	0	0	0	0
FD311 Use of Fund Balance	66,000	0	0	0	0	66,000
Grant Funds	0	0	500,000	0	500,000	1,000,000
TDOT 80% match	120,000	8,800,000	6,800,000	3,850,000	0	19,570,000
Utility Bonds	0	1,780,000	1,040,000	1,080,000	830,000	4,730,000
Utility Retained Earnings	1,990,000	0	0	0	0	1,990,000
FD312 Use of Fund Balance	15,000	0	0	0	0	15,000
Total Funding Sources	\$ 9,041,500	\$ 19,207,000	\$ 16,507,000	\$ 10,068,000	\$ 5,354,000	\$ 60,177,500
PROJECT COST						
Administrative						
Vehicles & Equipment	\$ 0	\$ 30,000	\$ 0	\$ 30,000	\$ 0	\$ 60,000
Transfer to Debt Service Fund	66,000	0	0	0	0	66,000
Total Administrative	\$ 66,000	\$ 30,000	\$ 0	\$ 30,000	\$ 0	\$ 126,000
Police						
Police Vehicles & Equipment	\$ 335,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 2,075,000
Justice Center Maintenance	0	120,000	120,000	120,000	120,000	480,000
Total Police	\$ 335,000	\$ 555,000	\$ 555,000	\$ 555,000	\$ 555,000	\$ 2,555,000
Fire						
Fire Vehicles	\$ 64,000	\$ 0	\$ 530,000	\$ 0	\$ 30,000	\$ 624,000
Fire Ambulances	0	190,000	0	190,000	0	380,000
Total Fire	\$ 64,000	\$ 190,000	\$ 530,000	\$ 190,000	\$ 30,000	\$ 1,004,000
Codes Enforcement						
Codes Enforcement Vehicles	\$ 25,000	\$ 25,000	\$ 25,000	\$ 0	\$ 25,000	\$ 100,000
Total Code Inspection	\$ 25,000	\$ 25,000	\$ 25,000	\$ 0	\$ 25,000	\$ 100,000

Exhibit A

Exhibit A

CIP PROJECT LINE ITEMS SUMMARY		BARTLETT CAPITAL IMPROVEMENT PROGRAM FY 2017 - FY 2021				
PROJECT	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
Dehumidifier Replacement	165,000	0	0	0	0	165,000
Water Extention Kirby Whitten	0	0	250,000	0	0	250,000
Water Plant Site	0	0	0	250,000	0	250,000
Transfer to Utility Funds	15,000	0	0	0	0	15,000
Total Water	\$ 1,605,000	\$ 880,000	\$ 440,000	\$ 480,000	\$ 230,000	\$ 3,635,000
Sewers						
Sewers in Annexation Area	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
Sewer Rehab	0	100,000	100,000	100,000	100,000	400,000
Sewer Line Upgrades	0	100,000	100,000	100,000	100,000	400,000
Upgrade Sewage Plant #2	0	300,000	0	0	0	300,000
Total Sewers	\$ 400,000	\$ 900,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 3,100,000
TOTAL CIP	\$ 9,041,500	\$ 19,207,000	\$ 16,507,000	\$ 10,068,000	\$ 5,354,000	\$ 60,177,500

TDOT Funding (80%): \$120,000 for Fletcher Creek Greenway in FY 2017.

Grant Funds: We are applying for a \$500,000 grant and will not know if we will receive this grant until 2018 calendar year.

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
BSMC	Municipal Center Rental Fee		
	Weekday, M-F (8:00am-5:00pm)		
	Auditorium (all day)	\$ 510.00	\$85 x 6 (2 hrs. free)
	Banquet Hall (all day)	\$ 690.00	\$115 x 6 (2 hrs. free)
	Boardroom (all day)	\$ 210.00	\$35 x 6 (2 hrs. free)
	Chapel (all day)	\$ 420.00	\$70 x 6 (2 hrs. free)
	Meeting Room (all day)	\$ 180.00	\$30 x 6 (2 hrs. free)
	Reception Hall (all day)	\$ 330.00	\$55 x 6 (2 hrs. free)
	Weekend and Evening Rates		
	Auditorium	\$125/hr.	4-hr. minimum
	Banquet Hall	\$150/hr.	4-hr. minimum
	Boardroom	\$40/hr.	3-hr. minimum
	Chapel	\$95/hr.	4-hr. minimum
	Meeting Room	\$35/hr.	3-hr. minimum
	Reception Hall	\$70/hr.	3-hr. minimum
	Equipment Rental		
	Sound System (Includes Sound Tech)	\$125/\$175	\$125 - R.H./\$175 - B.H. All Day
	Sound Technician	\$ 20.00	Per hour with 4-hr. minimum
	Wedding and Reception Packages		
	Reception only		
	Banquet Hall	\$ 1,050.00	\$150/hr.
	Reception Hall	\$ 490.00	\$70/hr.
	Wedding only		
	Auditorium	\$ 995.00	\$125/hr. + Sound Tech at \$120
	Chapel	\$ 785.00	\$95/hr + Sound Tech at \$120
	Wedding & Reception (Sound Tech Included)		
	Auditorium & Banquet Hall	\$ 2,375.00	7 hrs. in Aud/10 hrs. in B.H.
	Auditorium & Reception Hall	\$ 1,575.00	7 hrs. in Aud/10 hrs. in R.H.
	Chapel & Banquet Hall	\$ 2,165.00	7 hrs. in Chapel/10 hrs. in B.H.
	Chapel & Reception Hall	\$ 1,365.00	7 hrs. in Chapel/10 hrs. in R.H.
Finance	Alcoholic Beverage Application Fee	\$ 500.00	
	Alcoholic Beverage Duplicate License Fee	\$ 10.00	Each
	Alcoholic Beverage Renewal Fee	\$ 500.00	Annual
	Auto Tag Renewal Fee	\$ 25.00	Annual
	Beer Permit Application Fee	\$ 250.00	Each
	Beer Privilege Tax	\$ 100.00	Annual
	City Service Fee	\$ 2.50	Monthly
	Copy fees	\$ 0.15	Only applies to 20 pages and more
	Legal Notice	\$ 100.00	Each
	Liquor Privilege Tax License	\$ 600.00	\$600 - \$1,000 Annual Based on Seating
	Lost Payroll Check Fee	\$ 25.00	Each
	Outdoor Sales Permit Fee	\$ 55.00	Each
	Penalty Personalty Property Taxes	5%	
	Penalty Real Property Taxes	5%	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
City Court	Returned Check Fee	\$ 20.00	Each or Amt of check, whichever is less
	Taxicab Permit Fee, per cab	\$ 80.00	Annual
	Wholesale Beer Tax	17%	Reported Monthly
	Wholesale Liquor Tax	5%	Reported Monthly
	Wine Only Privilege Tax License	\$ 120.00	\$120 - \$200 Annual Based on Seating
	Cable Franchise Fee	5%	Annual(Applied to Gross Revenues)
	Cable Application/Bid Fee	\$ 5,000.00	Per Application
	Cable Bid Copy Fee	\$ 25.00	Per Cable Bid
	Alcohol/Drug Treatment Fee	\$ 100.00	Set by State
	Breath Alcohol Test Charge	\$ 17.50	Set by State
	Cash Bond Forfeiture Fee	\$ 13.75	Set by State
	City Court Costs	\$ 86.00	Set by City
	City Litigation Tax	\$ 13.75	Can be no more that State Lit. Tax
	County Drug Treatment Fee	\$ 70.00	Set by State
	County Veteran Fee	\$ 50.00	Set by State
	Criminal Privilege Tax on Litigation	\$ 29.50	Set by State
	DA Crime Fee	\$ 75.00	Set by State
	DUI-Interlock Fee	\$ 40.00	Set by State
	DUI-Blood Test Charge	\$ 250.00	Set by State
	Drug Test Fee	\$ 10.00	Set by City
	Expungement Fee-City	\$ 100.00	Set by City
	Expungement Fee-State	\$ 350.00	Set by State
	Indigent Tax	\$ 12.50	Set by State
	Probation Fee	\$ 250.00	Set by City
	Reinstatement Fees From State	\$ 10.00	Per person when DL Reinstated
	Sexual Assault Fee	\$ 200.00	Set by State
	State Court Costs (Criminal Charge)	\$ 62.00	Set by State
	State Court Costs (Traffic Charge)	\$ 42.00	Set by State
	State Drug Treatment Fee	\$ 10.00	Set by State
	State Impair Driv. Fund Fees	\$ 5.00	Set by State
	State Litigation Tax	\$ 13.75	Set by State
	State Tax On Crimes Against Person/Crim. Injury Fund	\$ 26.50	Or \$50.00 (Set by State)
	Traffic Privilege Tax on Litigation	\$ 17.75	Set by State
	Traumatic Brain Injury Fund	\$15 or \$30	Set by State
	No Drivers License Fee	\$ 15.00	Set by State
	Late Fee on Traffic Citation-(1st FTA Ord.3-406)	\$ 50.00	Set by City
Planning	11 X 17 COLOR MAPS Copy Fee	\$ 3.00	Each
	Article V – Schedule Of District Regulations Copy Fee	\$ 2.50	Each
	Handbook Copy Fee	\$ 6.00	Each
	Landscape/Tree Ordinance Copy Fee	\$ 3.50	Each
	Re-Record Plat Fees	\$ 50.00	Each
	Sign Ordinance Copy Fee	\$ 18.00	Each
	Sign Summary, Appendix 5 & Chart 1 Copy Fee	\$ 1.25	Each

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Subdivision Ordinance Copy Fee	\$ 7.00	Each
	Zoning Ordinance W/ New Ordinances Copy Fee	\$ 29.25	Each
	Board of Zoning Appeals		
	Variances	\$ 300.00	Each
	Design Review Fees		
	Sign Review	\$ 100.00	Each
	Site Plan Review	\$ 200.00	Each
	Site Plan - Planning Commission		
	Site Plan Review (without contract)	\$ 200.00	Each
	Site Plan Review (with contract)	\$ 300.00	Each
	Subdivision		
	Construction Plan	\$ 100.00	Each
	Plus	\$ 10.00	Per lot
	Dedication of Street	\$ 300.00	Each
	Final Plan	\$ 300.00	Each
	Plus	\$ 20.00	Per lot
	Master Plan	\$ 300.00	Each
	Plus	\$ 20.00	Per lot
	Rerecording	\$ 50.00	Each
	Revocations	\$ 300.00	Each
	Street Name Change	\$ 300.00	Each
	Road, Street, Alley Closure	\$ 300.00	Each
	Zoning		
	Planned Development: Outline Plan	\$ 300.00	Five acres or less, \$30 per acre after first five and maximum fee of \$2,000
	Rerecording	\$ 50.00	Each
	Renotification Fee	\$ 100.00	Up to 100 labels and \$1.00 per label over first 100
		\$ 1.00	
	Reprocessing of Applications	\$ 150.00	Five acres or less, \$15 per acre after first five and maximum fee of \$1,000
	Rezoning and Special Use Permits	\$ 500.00	Five acres or less, \$50 per acre after first five and maximum fee of \$3,000
Police	Background Checks	\$ 15.00	Each
	Beer Server Permits	\$ 10.00	Each
	DUI Tapes/Video	\$ 15.00	Each
	Fingerprints	\$ 15.00	Per card
	Sexual Offender Registry	\$ 150.00	Each
	Sexual Oriented Business Employee Permit Fee	\$ 15.00	Annual
	Sexual Oriented Business Permit Fee	\$ 500.00	Annual
	Tow fees	\$ 125.00	Each

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
Fire	Ambulance Transport Fee for BLS	\$ 650.00	For BLS
	Ambulance Transport Fee for ALS I	\$ 750.00	For ALS I
	Ambulance Transport Fee for ALS II	\$ 850.00	For ALS II
	Plus a mileage fee	\$ 8.00	Per mile
	Copy fees	\$ 0.15	Only applies to 20 pages and more
	CPR Classes	\$ 20.00	Per person per class
Code Enf.	Building Fees		
	Addition not exceeding 400 square feet	\$ 40.00	Minimum fee (1&2 family dwelling)
	Addition of more than 400 square feet	\$ 90.00	Minimum fee (1&2 family dwelling)
	Alteration and repair-per \$1,000	\$ 4.00	One & Two Family Dwelling
	Minimum fee of	\$ 60.00	
	Certificate of Occupancy	\$ 60.00	
	Commercial curb-cuts, driveway entrances & exits	\$ 0.06	Minimum \$30
	Commercial sidewalks	\$ 30.00	On public right of way
	Conveyor Systems, Racking Systems	\$ 60.00	First \$250,000
	Per \$1,000 for more than \$250,000	\$ 1.00	
	Decks & spas	\$ 40.00	
	Demolition-for each 25,000 cubic feet	\$ 7.00	
	Demolition-Maximum Fee	\$ 500.00	
	Demolition-Minimum Fee	\$ 60.00	
	Detached building <= 100 sq ft	\$ 20.00	Minimum fee one story
	Detached building > 600 sq ft	\$ 0.05	Per square feet
	Detached exceeding 100 sq ft <= 600 sq ft	\$ 30.00	Minimum fee one story
	Fees for Amending Permits	\$ 20.00	
	Fees for Issuing Permits	\$ 4.00	
	Fees for miscellaneous construction	\$ 8.00	Per \$1,000
	Fences one-two family dwelling	\$ 10.00	
	Minimum fee	\$ 60.00	
	First Re-inspection Fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	Gates, wall fence, or others	\$ 20.00	Minimum
	Per \$1,000	\$ 4.00	
	Hazardous occupancies	\$ 200.00	
	Imploded Structures-flat fee	\$ 1,000.00	
	New construction & additions	\$ 40.00	Minimum Fee (not 1&2 family dwelling)
	Less than \$25,000-per \$1,000	\$ 4.00	
	\$25,000 to \$1,000,000-per \$1,000	\$ 3.00	Plus one-time \$100
	\$1,000,001 to \$25 million-per \$1,000	\$ 2.00	Plus one-time \$3,025
	\$25,000,001 & above-per \$1,000	\$ 1.50	Plus one-time \$51,025
	New construction of or addition to existing	\$ 0.05	Per square foot (1&2 family dwelling)
	Minimum fee of	\$ 125.00	
	Removal or moving of structures	\$ 200.00	
	Special events	\$ 60.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Temporary construction trailer (6 months)	\$ 60.00	
	Work commencing before permit issued	Double Fee	
	Electrical Permit Fees		
	0-150 amperes	\$ 70.00	
	151-400 amperes	\$ 125.00	
	Over 400 amperes	\$ 250.00	
	277 to 480 volt phase	\$ 2.00	Per Amp
	Amending Permit Fee	\$ 20.00	
	Circuits with capacity of more than 1 KW		
	For the first 5 KW	\$ 5.00	
	For each additional KW	\$ 3.00	
	Empty Conduits	\$ 10.00	For each 50' of conduit or bank of conduits
	Existing Residential Occupancies		
	1 to 5 circuits	\$ 30.00	
	Over 5 circuits	\$ 45.00	
	Fee for issuing permits	\$ 4.00	
	Filing of Board of Appeals	\$ 100.00	
	First Re-inspection fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	General Inspection (not a complaint)	\$ 50.00	
	Installed Motors		
	1st H.P.	\$ 6.00	
	Each additional H.P.	\$ 1.00	
	Fuel Pumps	\$ 20.00	
	Motors moved at same address	\$ 15.00	
	Low Voltage (Non-Residential)	\$ 15.00	Per System/Per Floor
	Minimum permit fee	\$ 15.00	
	Miscellaneous Items		
	Meter Put Back	\$ 15.00	
	Recalls	\$ 15.00	
	Underground or overhead low voltage cable	\$ 20.00	Per 100 ft
	Miscellaneous Fees		
	Battery Charger up to 100 amperes	\$ 15.00	
	Battery Charger-more than 100 amperes	\$ 15.00	
	Electric welder	\$ 25.00	
	Fire Ruling	\$ 50.00	
	Lighting and Convenience Outlet Circuits	\$ 4.00	
	Modular Res. Buildings	\$ 50.00	
	Motion picture machine	\$ 30.00	
	Panels	\$ 15.00	
	Power Rectifier-more than 100 amperes	\$ 3.00	Each unit
	Power Rectifier-up to 100 amperes	\$ 15.00	
	Relocated Houses	\$ 50.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	X-ray unit-120 volt	\$ 15.00	
	X-ray unit-208/240 volt	\$ 50.00	
	Mobile Homes (manufactured)	\$ 50.00	
	Reconnecting Signs		
	1st circuit	\$ 15.00	
	Each additional circuit	\$ 2.00	
	Mercury Vapor Light P.O.L.	\$ 15.00	
	Re-inspection of interior wiring	\$ 50.00	Out of service for 90 days or more
	Residential Low Voltage		
	After Electrical-roughin	\$ 50.00	
	Before Electrical-roughin	\$ 30.00	
	Residential Temporary Meter Center	\$ 25.00	
	Service, Feeder, & Panel Replacement	\$ 50.00	Residential
	Signs and Decorative Circuits		
	1st circuit	\$ 6.00	
	Each additional circuit	\$ 4.00	
	Conduit installed for the sign circuit	\$ 15.00	
	Swimming Pools		
	Above Ground Pools	\$ 30.00	
	Inground Pools	\$ 100.00	
	Transformers & Capacitors		
	Installations-100 watts up to 5 KVA	\$ 15.00	
	Installations-each additional > 5 KVA	\$ 0.50	
	Replacement	\$ 20.00	
	Up to 240 volt phase	\$ 1.00	Per Amp
	Work commencing before permit issued	Double Fee	
	Voltage excess of 480 volts per KVA		
	First 10,000 KVA	\$ 1.50	Per KVA
	Additional KVA over 10,000 up to 50,000	\$ 0.50	Each
	Each additional KVA above 50,000	\$ 0.25	Each
	Gas Permit Fees		
	Fee for Amending Permits	\$ 20.00	
	Fees for issuing permits	\$ 4.00	
	Filing Application for Board of Appeals	\$ 100.00	
	First re-inspection fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	For \$1 to \$1,000 valuation of installation	\$ 15.00	
	For each gas outlet	\$ 2.50	Single Family Residence
	Gas meter put back	\$ 15.00	
	Minimum Permit Fee	\$ 15.00	
	Per each additional \$1,000	\$ 8.00	
	Work commencing before permit issued	Double Fee	
	Liquidation/Special Sale Application Fee	\$ 25.00	Each

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
Mechanical Permit Fees			
	Fee for Amending Permits	\$ 20.00	
	Fees for Issuing permits	\$ 4.00	
	Filing for Board of Appeals	\$ 100.00	
	First re-inspection Fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	For 1st \$1,000	\$ 15.00	
	For 1st \$1,000	\$ 16.00	
	For each additional \$1,000 >\$1 mil	\$ 3.00	
	For each additional \$1,000<\$1 mil	\$ 8.00	
	Minimum Permit Fee	\$ 15.00	
	Work commencing before permit issued	Double Fee	
	Plan Review Fee		
	\$0-\$25,000 total valuation	\$ 50.00	
	\$25,001-\$50,000 total valuation	\$ 100.00	
	\$50,001-\$100,000 total valuation	\$ 150.00	
	\$100,001-\$200,000 total valuation	\$ 200.00	
	\$200,001-\$300,000 total valuation	\$ 300.00	
	\$300,001-\$400,000 total valuation	\$ 400.00	
	\$400,001-\$500,000 total valuation	\$ 500.00	
	\$500,001 and up	\$ 600.00	
	Signs (New)	\$ 25.00	
Plumbing Permit Fees			
	Amending Permit Fee	\$ 20.00	
	Fees for issuing permits	\$ 4.00	
	Filing to Board of Appeals	\$ 100.00	
	First re-inspection fee	\$ 30.00	
	2+ Re-inspection Fee	\$ 50.00	
	Installation of Plumbing Fixtures	\$ 7.50	
	Minimum Permit fee	\$ 15.00	Each Fixture
	Sewer Repair	\$ 100.00	
	Per \$1,000	\$ 8.00	Commercial Minimum
	Sewer Replacement or Connections	\$ 30.00	
	Sewer Turnaround	\$ 1,500.00	
	Water Heater	\$ 15.00	
	Water Service-< 1 inch > 2 inch	\$ 30.00	
	Water Service-< 2 inch	\$ 200.00	
	Water Service-> 1 inch	\$ 20.00	
	Work commencing before permit issued	Double Fee	
Public Works	Adoption Fee	\$ 65.00	Each
	Animal License Fee	\$ 6.00	Each (altered)
		\$ 16.00	Each (non-altered)
		\$ 3.00	Replacement Cost
	Boarding Fees	\$ 10.00	Per Day

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Capture Fees		
	1st offense	\$ 30.00	Each
	2nd offense	\$ 60.00	Each
	3rd offense	\$ 90.00	Each
	Grass Cutting of Vacant Houses	Actual Cost	Materials, Equipments & Labor Cost
	Shelter Misc. Revenue	\$ 25.00	Owner surrender
		\$ 25.00	Cremation fee
		\$ 15.00	Micro-chipping
Solid Waste	Appliance Pickup	\$ 25.00	Each
	Commercial Pickup-Set Up Fee	\$ 15.00	Each
	Commercial Pickup - Charge for Cart	\$ 50.00	Each
	Commercial Pickup - Monthly Charges:		
	For 1 Cart	\$ 23.00	Monthly
	For 2 Carts	\$ 28.00	Monthly
	For 3 Carts	\$ 33.00	Monthly
	Residential Cart Replacement Cost	\$ 50.00	Each
	Residential Cart Additional Purchase	\$ 50.00	Each
	Residential Pickup	\$ 25.00	Monthly
	Special Pickup:	\$ 250.00	Each - based on full brush truck
	Yard Waste Cart Purchase	\$ 50.00	Each - While Grant carts are available
Water/Wastewater			
	Barrel Locks to Contractors	\$ 7.50	Each
	Refundable User Fee for Fire Hydrant Meter	\$ 1,000.00	Each
	Rental for Fire Hydrant Meter	\$ 25.00	Monthly
	Water useage of Fire Hydrant Meter		Current City rates for water useage
	City Water Rates		
	Residential -- City Customers	\$ 5.80	The first 2,000 gallons
	Residential -- City Customers	\$ 1.80	each additional 1,000 gallons
	Residential -- Rural Customers	\$ 8.70	The first 2,000 gallons
	Residential -- Rural Customers	\$ 2.70	each additional 1,000 gallons
	Commercial -- City Customers	\$ 10.88	The first 2,000 gallons
	Commercial -- City Customers	\$ 2.10	each additional 1,000 gallons
	Commercial -- Rural Customers	\$ 15.59	The first 2,000 gallons
	Commercial -- Rural Customers	\$ 3.15	each additional 1,000 gallons
	City Sewer Rates		
	Residential -- City Customers	\$ 6.19	The first 2,000 gallons
	Residential -- City Customers	\$ 1.64	each additional 1,000 gallons
	Residential -- Rural Customers	\$ 9.09	The first 2,000 gallons
	Residential -- Rural Customers	\$ 1.79	each additional 1,000 gallons
	Commercial -- City Customers	\$ 14.89	The first 2,000 gallons
	Commercial -- City Customers	\$ 1.79	each additional 1,000 gallons
	Commercial -- Rural Customers	\$ 22.14	The first 2,000 gallons
	Commercial -- Rural Customers	\$ 1.93	each additional 1,000 gallons

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
Engineering	Fee for Plans and Specifications (for copies)		
	From \$100,000 to \$250,000	\$ 25.00	
	From \$250,001 to \$500,000	\$ 50.00	
	From \$500,001 to \$750,000	\$ 75.00	
	Greater than \$750,000	\$ 100.00	
	Commercial & Industrial		
	City Subdivision Inspection		
	Minimum, per lot	\$ 300.00	Whichever is greater
	Or % of Development Cost	3.0%	Whichever is greater
	Drainage Control Fee		
	For those lots not served by a detention basin	\$ 500.00	Per half acre
	For those lots served by a detention basin	\$ 250.00	Per half acre
	Sewer Connection Charge		
	Per Acre	\$ 2,333.00	Whichever is greater
	Per Front Foot	\$ 33.00	Whichever is greater
	Sewer Review Fee		
	Minimum	\$ 25.00	Per contract
	Per lot	\$ 10.00	Whichever is greater
	Per 250 feet of Sewer line Extension	\$ 25.00	Whichever is greater
	Subdivision and site plan review		
	Minimum	\$ 175.00	Whichever is greater
	Or % of Public Improvement Cost	1.5%	Whichever is greater
	Water Connection Fee	\$ 3,000.00	Per lot
	Water Plant Expansion % of Water Main Cost	15%	
	Water System Engineering % of Water Main Cost	6%	
	Residential		
	City Subdivision Inspection		
	Minimum, per lot	\$ 300.00	Whichever is greater
	Or % of Development Cost	3.0%	Whichever is greater
	Drainage Control Fee		
	For those lots not served by a detention basin	\$ 500.00	Per lot
	For those lots served by a detention basin	\$ 250.00	Per lot
	Park Land Development Fee	\$ 700.00	Per lot
	Sewer Connection Charge	\$ 2,000.00	
	Sewer Review Fee		
	Minimum	\$ 25.00	Per contract
	Per lot	\$ 10.00	Whichever is greater
	Per 250 feet of Sewer line Extension	\$ 25.00	Whichever is greater
	Subdivision and site plan review	\$ 175.00	Per lot
	Water Connection Fee	\$ 2,000.00	Per lot
	Water Plant Expansion Percent of Water Main Cost	15%	
	Water System Engineering % of Water Main Cost	6%	
	Street Cut Permit per 25 feet of cut	\$ 10.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
Parks	Facility Rental		
	Dixon-Brewer Park Gazebo	\$ 40.00	Residents (1/2 day/\$80 all day)
		\$ 60.00	Non-Residents(1/2 day/\$120 all day)
	Ellendale Park Pavilion	\$ 50.00	Residents (1/2 day/\$90 all day)
		\$ 70.00	Non-Residents (1/2 day/\$140 all day)
	W. J. Freeman Park - Gazebo	\$ 30.00	Residents (1/2 day/\$60 all day)
		\$ 45.00	Non-Residents(1/2 day/\$90 all day)
	W. J. Freeman Park - Pavilion	\$ 50.00	Residents(1/2 day/\$100 all day)
		\$ 75.00	Non-Residents(1/2 day/\$150 all day)
Athletics	Adult Sports	\$ 500.00	Softball
		\$ 400.00	Fall Softball
		\$ 500.00	Basketball
		\$ 210.00	Volleyball
	Facility Rental		
	Deermont	\$ 2,000.00	Weekend
	Ellendale, Freeman & Appling	\$ 100.00	Per field per day
	Late Registration	\$ 20.00	Per person
	Lights	\$ 15.00	Per 1.5hr
	Tennis/Cricket & non BPRD group	\$ 15.00	Per player
	Tournament Fees	\$ 200.00	Per team
	Youth Sports-per person	\$ 75.00	Baseball, Softball & Basketball
		\$ 50.00	Volleyball
	Plus Non-Resident fee	\$ 30.00	Per person
	Youth Sports-per team		
	6 & u basketball	\$ 250.00	
	8 & u to 14&u basketball	\$ 350.00	
	17 & u basketball	\$ 500.00	
	6 & u 8 & u baseball	\$ 300.00	
	10 & u to 14 & u baseball	\$ 400.00	
	Per person fees for non BPRD Programs	\$ 15.00	per person
Singleton C.C.	Adult Classes		
	Bench Aerobics	\$ 5.00	Per class
	Belly Dancing	\$ 75.00	Resident per session
		\$ 80.00	Nonresident per session
	Zumba	\$ 5.00	Resident & Non Res. Per Class
	Yoga	\$ 5.00	Per class
	Chair Yoga	\$ 5.00	Per class
	Line Dancing	\$ 25.00	Resident per Month
		\$ 30.00	Non-Resident per Month
	Clogging	\$ 25.00	Resident per month
		\$ 30.00	Nonresident per month
		\$ 15.00	Senior per month

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2016-2017**

Department	Type	Amount	Frequency/Notes/Description
	Pottery with Susie	\$ 145.00	Resident per session
		\$ 150.00	Nonresident per session
Art Programs			
	Toddler Art	\$ 60.00	Per Session
	Children's Art Classes	\$ 275.00	Resident Per session (Ages 9-14)
		\$ 275.00	Nonresident Per session (Ages 9-14)
		\$ 225.00	Resident per session (Ages 5-8)
		\$ 225.00	Nonresident per session (Ages 5-8)
	Saturday Artists	\$ 225.00	Resident Per Session (Ages 5-8)
		\$ 225.00	Non Res. Per Session (Ages 5-8)
		\$ 250.00	Resident Per Session (Ages 9-14)
		\$ 250.00	Non Res. Per Session (Ages 9-14)
Dance			
	Bartlett Dance Factory	\$ 45.00	Resident per month
		\$ 50.00	Non-resident per month
	Bartlett Dance Factory - Summer Dance	\$ 90.00	Resident per session
		\$ 100.00	Non-resident per session
	Fall Break Camp	\$ 125.00	Resident/Non-Resident per week
	Spring Break Camp	\$ 125.00	Resident/Non-Resident per week
	Summer Day Camp	\$ 800.00	Resident
		\$ 850.00	Non-resident
Facility Rental			
	Regular Hours		
	Classroom	\$ 30.00	Resident per hour
		\$ 40.00	Non-resident per hour
	Stage Room	\$ 40.00	Resident per hour
		\$ 50.00	Non-resident per hour
	Auditorium	\$ 60.00	Resident per hour
		\$ 70.00	Non-resident per hour
	Kitchen	\$ 50.00	Resident per hour
		\$ 60.00	Non-resident per hour
	Gymnasium, one side only	\$ 65.00	Resident per hour
		\$ 75.00	Non-resident per hour
	Gymnasium, whole gym	\$ 130.00	Resident per hour
		\$ 150.00	Non-resident per hour
	Concession Stand	\$ 100.00	Resident Flat Fee
		\$ 125.00	Non-Resident Flat Fee
	Basketball Tournament	\$ 1,750.00	3 Day Resident
		\$ 1,900.00	3 Day Non-Resident
After Hours			
	Classroom	\$ 65.00	Resident per hour
		\$ 75.00	Non-resident per hour
	Stage Room	\$ 80.00	Resident per hour
		\$ 90.00	Non-resident per hour

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Auditorium	\$ 125.00	Resident per hour
		\$ 145.00	Non-resident per hour
	Kitchen	\$ 60.00	Resident per hour
		\$ 70.00	Non-resident per hour
	Gymnasium, one side only	\$ 145.00	Resident per hour
		\$ 165.00	Non-resident per hour
	Gymnasium, whole gym	\$ 290.00	Resident per hour
		\$ 350.00	Non-resident per hour
	Deposit Auditorium, Classrooms, Gym & Stage Rm	\$ 200.00	
	Deposit Teen Parties	\$ 500.00	Cash
	Rectangle Tables	\$ 6.00	
	Round Tables	\$ 8.00	
	Metal Chairs	\$ 0.75	
	White Chairs	\$ 1.00	
	Flamingo's	\$ 45.00	
	IDs	\$ 25.00	Resident per year
		\$ 40.00	Non-resident per year
		\$ 5.00	Day Pass
	Martial Arts		
	Kendo	\$ 25.00	Per month
	Preschool		
	Literature-4 & 5 yrs old (Fridays)	\$ 50.00	Resident per session
		\$ 55.00	Non-resident per session
	Preschool-2 yrs old	\$ 100.00	Resident per month
		\$ 105.00	Non-resident per month
	Preschool-3 & 4 yrs old	\$ 90.00	Resident per month
		\$ 95.00	Non-resident per month
	Preschool Summer Funtime-2 & 3 yrs old	\$ 90.00	Resident per month
		\$ 95.00	Non-resident per month
	Preschool Summer Funtime - 4-5 yrs old	\$ 90.00	Resident per month
		\$ 95.00	Non-resident per month
	Special Events		
	Halloween	\$ 1.00	Per adult
	Pet Show	\$ 10.00	Each pet
	Valentine's 5K/10K Run	\$ 20.00	Each
	Valentine's 5K/10K Run	\$ 35.00	Couples
	Turkey Shoot	\$ 1.00	Each
	Youth Classes		
	Acrobatics & Tumbling	\$ 15.00	Resident Per class
		\$ 20.00	Nonresident per class
	Babysitter Workshop	\$ 85.00	Per session
	Beginner Guitar	\$ 20.00	Per 1/2 hr session

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Baton	\$ 109.00	Resident per Session
		\$ 114.00	Non-Resident per Session
		\$ 35.00	Non-Resident per session
	Drawing - Children	\$ 90.00	
		\$ 95.00	
	ACT Prep	\$ 200.00	Resident per session
		\$ 205.00	Nonresident per session
	Adult Art	\$ 105.00	Resident per session - 4 weeks
		\$ 105.00	Non-resident per session - 4 weeks
	Driver Education	\$ 460.00	Resident per session
		\$ 465.00	Nonresident per session
	Piano with Shirley (Ages 6-High School)	\$ 20.00	Per 1/2 hr session
	Piano with with Vickie (Ages 6-Adults)	\$ 80.00	Per Month
	Tennis (Ages 7-17)	\$ 60.00	Resident - 1 Lesson Per Week
		\$ 65.00	Non Resident - 1 Lesson Per Week
	Tutoring/Elementary	\$ 325.00	per semester
	Tutoring/Middle School	\$ 325.00	per semester
	Summer Tutoring	\$ 30.00	Per Week
	Tutoring/High School	\$ 325.00	per semester
	Beginner Running	\$ 45.00	Resident - New Class
		\$ 55.00	Non-Resident - New Class
	Fun with Drums	\$ 60.00	Resident - New Class
		\$ 65.00	Non-Resident - New Class
	Stained Glass Class	\$ 130.00	Resident - New Class
		\$ 135.00	Non-Resident - New Class
Senior Center	AM Stretch Exercise Class	\$ 3.00	Per Class
	Ballroom Dance Day Class	\$ 3.00	Per class
	Ballroom Dance Night Class	\$ 10.00	Per Class
	Belly Dancing	\$ 3.00	Per Class
	Bridge Lessons	\$ 6.00	Per Class
	Calligraphy Workshops	\$ 35.00	Per Session
	Ceramics	\$ 10.00	Per month
	Computer Class	\$ 50.00	Per Session
	Computer Workshop	\$ 40.00	4-8 hours
	Computer Workshop	\$ 25.00	4 hours or less
	Dance - Afternoon	\$ 3.00	Members Per Dance
		\$ 5.00	Non-Members Per Dance
	Dance - Evening	\$ 5.00	Members Per Dance
		\$ 6.00	Non-Members Per Dance
	Duplicate Bridge	\$ 1.00	Per session
	Duplicate Bridge Additional Fee	\$ 1.50	Non-Members per Session
	Exercise Punch Card	\$ 30.00	Per Punch Card

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2016-2017**

Department	Type	Amount	Frequency/Notes/Description
	Facility Rental		
	Classroom (except #2)	\$ 40.00	Resident Per Hour / Two Hour Min.
		\$ 45.00	Non-Resident Per Hour / 2 Hr Min.
	Classroom # 2	\$ 45.00	Resident Per Hour / Two Hour Min.
		\$ 50.00	Non-Resident Per Hour / 2 Hr Min.
	Auditorium	\$ 90.00	Resident Per Hour / Two Hour Min.
		\$ 95.00	Non-Resident Per Hour / 2 Hr Min.
	Auditorium Deposit	\$ 200.00	Per Auditorium Rental
	Classroom & Room 2 Deposit	\$ 50.00	Per Classroom or Room 2 Rental
	Kitchen (Type-Catering)	\$ 75.00	Additional Flat Fee for Rental
	For Profit Rentals	\$ 5.00	Per Hour Added to Standard Rental Fee
	Equipment - Podium	\$ 25.00	Additional Flat Fee for Rental
	Equipmt - Mic over PA	\$ 25.00	Additional Flat Fee for Rental (Aud. Only)
	Equipmt - TV w/ DVD	\$ 50.00	Additional Flat Fee for Rental
	Rental Cleanup - Classroom	\$ 25.00	Additional Flat Fee Per Classroom Rental
	Rental Cleanup - Room 2	\$ 50.00	Additional Flat Fee Per Rm 2 Rental
	Rental Cleanup - Auditorium	\$ 95.00	Additional Flat Fee Per Auditorium Rental
	Jewelry Class	\$ 3.00	Per class
	Language Classes	\$ 30.00	Per Session
	Leather Class	\$ 3.00	Per class
	Line Dance Class	\$ 3.00	Per class
	Manicures	\$ 12.00	Per appointment
	Massage - Chair		
	15-minutes	\$ 16.00	Per 15-minute appointment
	30-minutes	\$ 32.00	Per 30-minute appointment
	Memberships	\$ 15.00	Per year
	Newsletter Ad Space		
	Business card size ad	\$ 15.00	Per issue
	Quarter page ad	\$ 25.00	Per issue
	Half page ad	\$ 45.00	Per issue
	Full page ad	\$ 80.00	Per issue
	Half page ad - outside back cover	\$ 100.00	Per issue
	Oil Painting Class	\$ 10.00	Per Month
	Pedicures	\$ 18.00	Per appointment
	Photography Workshop	\$ 35.00	Per Session
	Piano/Music Lessons	\$ 80.00	Per Month
	Pottery Class	\$ 15.00	Per Month
	Sketching/Art Class	\$ 10.00	Per Month
	Sewing Class	\$ 10.00	Per Month
	Spanish Lessons	\$ 30.00	Per Session
	Tai Chi	\$ 3.00	Per class
	Yoga	\$ 3.00	Per class
	Zumba Class	\$ 3.00	Per class

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
Recreation Center			
	Corporate Family	\$ 605.00	Yearly
	Corporate Senior Family	\$ 508.00	Yearly
	Corporate Senior Single	\$ 335.00	Yearly
	Corporate Single	\$ 400.00	Yearly
	Employee Family	\$ 384.00	Yearly
	Employee Senior Family	\$ 276.00	Yearly
	Employee Senior Single	\$ 192.00	Yearly
	Employee Single	\$ 252.00	Yearly
	Non-Resident College Membership	\$ 161.00	Yearly
	Non-Resident Day Pass Daily	\$ 15.00	Daily
	Non-Resident Day Pass Weekly	\$ 35.00	Weekly
	Non-Resident Family	\$ 734.00	Yearly
	Non-Resident Senior Family	\$ 659.00	Yearly
	Non-Resident Senior Single	\$ 432.00	Yearly
	Non-Resident Single	\$ 486.00	Yearly
	Resident College Membership	\$ 143.75	Yearly
	Resident Day Pass Daily	\$ 10.00	Daily
	Resident Day Pass Weekly	\$ 23.00	Weekly
	Resident Family	\$ 486.00	Yearly
	Resident Senior Family	\$ 356.00	Yearly
	Resident Senior Single	\$ 238.00	Yearly
	Resident Single	\$ 313.00	Yearly
	Resident Single	\$ 99.00	3-Month
	Resident Family	\$ 156.00	3-Month
	Resident Senior Single	\$ 75.00	3-Month
	Resident Senior Family	\$ 114.00	3-Month
	Non-Resident Single	\$ 156.00	3-Month
	Non-Resident Family	\$ 234.00	3-Month
	Non-Resident Senior Single	\$ 138.00	3-Month
	Non-Resident Senior Family	\$ 210.00	3-Month
	Corporate Single	\$ 129.00	3-Month
	Corporate Family	\$ 192.00	3-Month
	Corporate Senior Single	\$ 108.00	3-Month
	Corporate Senior Family	\$ 162.00	3-Month
Aquatics			
	Splash Pad Resident - Daily	\$ 5.00	Daily
	Splash Pad Non-Resident - Daily	\$ 12.00	Daily
	Splash Pad Resident - Yearly	\$ 90.00	Yearly
	1 student 1 lesson per mem	\$ 35.00	
	1 student 1 lesson per non-mem	\$ 60.00	
	1 student 4 lessons per mem	\$ 85.00	
	1 student 4 lessons per non-mem	\$ 110.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Lifeguard Instructor mem	\$ 195.00	
	Lifeguard Instructor non- mem	\$ 220.00	
Aquatics			
	1 student 1 lesson per mem	\$ 35.00	
	1 student 1 lesson per non-mem	\$ 60.00	
	1 student 4 lessons per mem	\$ 85.00	
	1 student 4 lessons per non-mem	\$ 110.00	
	Lifeguard Instructor mem	\$ 195.00	
	Lifeguard Instructor non- mem	\$ 220.00	
	Lifeguard recert mem fee	\$ 65.00	
	Lifeguard recert non-mem fee	\$ 90.00	
	Lifeguard training mem fee	\$ 175.00	
	Lifeguard training non-mem fee	\$ 200.00	
	Masters swim mem daily	\$ 35.00	Monthly
	Masters swim non-mem daily	\$ 50.00	Monthly
	Swim class member fee	\$ 70.00	
	Swim class non-member fee	\$ 95.00	
	Swim club registration	\$ 10.00	
	WSI class mem	\$ 195.00	
	WSI class non-mem	\$ 220.00	
Daycare			
	Daycare mem 12 sessions	\$ 20.00	
	Daycare mem 6 sessions	\$ 10.00	
	Daycare mem daily	\$ 2.00	
	Daycare non-mem 12 sessions	\$ 20.00	
	Daycare non-mem 6 sessions	\$ 10.00	
	Daycare non-mem daily	\$ 2.00	
	Unlimited childcare 1 mo.	\$ 30.00	
Facility Rental			
	Basketball court rental	\$ 35.00	1 goal resident -per hour
		\$ 40.00	1 goal non-resident-per hour
		\$ 50.00	1/2 Court - 1 Hour Member
		\$ 65.00	1/2 Court - 2 Hour Member
		\$ 75.00	1/2 Court - 2 Hour Non-Member
		\$ 95.00	1/2 Court - 1 Hour Non-Member
		\$ 95.00	Full Court - 1 Hour Member
		\$ 145.00	Full Court - 2 Hour Member
		\$ 125.00	Full Court - 2 Hour Non-Member
		\$ 185.00	Full Court - 1 Hour Non-Member
	Large Meeting Room Rental	\$ 110.00	2 hour Member
		\$ 135.00	3 hour Member
		\$ 160.00	4 hour Member
		\$ 135.00	2 hour Non-Member

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
		\$ 160.00	3 hour Non-Member
		\$ 185.00	4 hour Non-Member
Meeting Room 2		\$ 85.00	2 hour Member
		\$ 110.00	3 hour Member
		\$ 135.00	4 hour Member
		\$ 110.00	2 hour Non-Member
		\$ 135.00	3 hour Non-Member
		\$ 160.00	4 hour Non-Member
Choose 1 Package		\$ 100.00	Member
		\$ 130.00	Non-Member
Choose 2 Package		\$ 130.00	Member
		\$ 175.00	Non-Member
Home School Swim		\$ 3.00	
HS Lap Lane Rental fee		\$ 6.00	
Lock-In Rental Balance		\$ 700.00	
Lock-In Rental Deposit		\$ 100.00	
Pantry room		\$ 20.00	
Pool Lane Rental member		\$ 15.00	
Pool Lane Rental nonmember		\$ 20.00	
Racquetball court rental		\$ 25.00	Per hour
Scuba		\$ 10.00	Per person
Volleyball court rental		\$ 90.00	Per hour
Yearly locker rental		\$ 60.00	
Inflatable - Giant Slide - Member		\$ 85.00	
Inflatable - Castle - Member		\$ 60.00	
Inflatable - Basketball Hoops - Member		\$ 50.00	
Inflatable - Giant Slide - Non-Member		\$ 110.00	
Inflatable - Castle - Non-Member		\$ 80.00	
Inflatable - Basketball Hoops - Non-Member		\$ 65.00	
Rental Security Deposit (Refundable)		\$ 150.00	
Fitness		\$ 120.00	Fire Workout - 4 Weeks - Member
		\$ 140.00	Fire Workout - 4 Weeks - Non-Member
		\$ 20.00	Fire Workout - 1 Class - Member
		\$ 25.00	Fire Workout - 1 Class - Non-Member
		\$ 130.00	Golf Fitness - Member
		\$ 170.00	Golf Fitness - Non-Member
1 Hr Personal Training Member		\$ 50.00	
1 Hr Personal Training Non-Member		\$ 65.00	
12 Hrs Personal Training Member		\$ 513.00	
12 Hrs Personal Training Non-Member		\$ 684.00	
2 Hr Update Personal Training		\$ 75.00	
20 Hrs Personal Training Member		\$ 800.00	
20 Hrs Personal Training Non-Member		\$ 1,000.00	
20/20/20 Senior Member		\$ 130.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	20/20/20 Senior Non-Member	\$ 170.00	
	3 Hr Personal Training Member	\$ 100.00	
	3 Hr Personal Training Non-Member	\$ 145.00	
	30 Hrs Personal Training Member	\$ 1,050.00	
	30 Hrs Personal Training Non-Member	\$ 1,350.00	
	6 Hrs Personal Training Member	\$ 270.00	
	6 Hrs Personal Training Non-Member	\$ 360.00	
	Eager To Exercise Mem	\$ 30.00	
	Eager To Exercise Non-Mem	\$ 40.00	
	Fast Track	\$ 225.00	
	Fitness Assessment	\$ 25.00	
	Indoor Triathlon	\$ 20.00	
	Just For Teens Member	\$ 65.00	
	Just For Teens Non-Member	\$ 85.00	
	Just For Women Member	\$ 130.00	
	Just For women Non-Member	\$ 170.00	
	Quest 4 Fitness member	\$ 65.00	
	Quest 4 Fitness nonmember	\$ 85.00	
	Sports Conditioning member	\$ 65.00	
	Sports Conditioning nonmember	\$ 85.00	
	Team Training 1 Mem & 1 Non- Mem 1session	\$ 65.00	
	Team Training 1 Mem & 1 Non-Mem 8 sessions	\$ 440.00	
	Team Training 1 Mem & 1 Non-Mem 12 sessions	\$ 540.00	
	Team Training 2 Members 1 session	\$ 60.00	
	Team Training 2 Members 8 sessions	\$ 400.00	
	Team Training 2 Members 12 sessions	\$ 480.00	
	Team Training 2 Non-Mem 1 session	\$ 70.00	
	Team Training 2 Non-mem 8 sessions	\$ 480.00	
	Team Training 2 Non-mem 12 sessions	\$ 600.00	
	Martial Arts Contract Monthly	\$ 400.00	New contract
	Other Recreation Center		
	Basketball league registration	\$ 40.00	
	Camp 1 wk mem	\$ 125.00	
	Camp 1 wk mem 1st sibling	\$ 115.00	
	Camp 1 wk mem 2nd sibling	\$ 100.00	
	Camp 1 wk non-mem	\$ 150.00	
	Camp 1 wk non-mem 1st sibling	\$ 140.00	
	Camp 1 wk non-mem 1nd sibling	\$ 125.00	
	Camp day rate member	\$ 30.00	
	Camp day rate non-member	\$ 35.00	
	Health Non-Profit Booth	\$ 25.00	
	Health Profit Booth	\$ 35.00	
	Junior Youth members	\$ 20.00	
	JYM special	\$ 50.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Kickball Team	\$ 375.00	
	Kids Night Out mem	\$ 10.00	
	Kids Night Out Non-Mem	\$ 15.00	
	Lock-in Member	\$ 20.00	
	Lock-in member additional child	\$ 15.00	
	Lock-in non member	\$ 25.00	
	Lock-in non member additional child	\$ 20.00	
	Racquetball league mem	\$ 20.00	
	Racquetball league non-mem	\$ 25.00	
	Racquetball slam add level	\$ 10.00	
	Racquetball slam mem	\$ 20.00	
	Softball registration	\$ 45.00	
	Tanning 1 session	\$ 5.00	
	Tanning punch card 10 sessions	\$ 30.00	
	Tanning unlimited tanning 1 mo.	\$ 30.00	
	Triathlon individual	\$ 25.00	
	Triathlon insurance individual	\$ 10.00	
	Triathlon late fee individual	\$ 5.00	
	Trunk N Treat	\$ 25.00	
	Swim Competition		
	BXST 101 Member	\$ 35.00	
	BXST 101 Member - 2nd	\$ 25.00	
	BXST 101 Non-Member	\$ 50.00	
	BXST 101 Non-Member - 2nd	\$ 40.00	
	Late fee	\$ 10.00	
	Black team mem	\$ 55.00	Monthly
	Black team non-mem	\$ 70.00	Monthly
	Black 2nd swimmer mem	\$ 45.00	Monthly
	Black 2nd swimmer non-mem	\$ 60.00	Monthly
	Red team mem	\$ 65.00	Monthly
	Red team non-mem	\$ 80.00	Monthly
	Red 2nd swimmer mem	\$ 55.00	Monthly
	Red 2nd swimmer non-mem	\$ 70.00	Monthly
	Senior member	\$ 75.00	Monthly
	Senior non-mem	\$ 90.00	Monthly
	Senior 2nd swimmer mem	\$ 65.00	Monthly
	Senior 2nd swimmer non-mem	\$ 80.00	Monthly
	USS transfer fee in LSC	\$ 5.00	
	USS transfer fee out of LSC	\$ 10.00	
	White team mem	\$ 40.00	Monthly
	White team non-mem	\$ 60.00	Monthly
	White 2nd swimmer mem	\$ 35.00	Monthly
	White 2nd swimmer non-mem	\$ 50.00	Monthly

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Yearly registration fee	\$ 110.00	
	Yearly US reg fee	\$ 64.00	
Performing Arts	Box Office		
	Credit card processing - per subscription	\$ 3.00	
	Credit card processing - per ticket	\$ 2.00	
	Tickets - "Pick 10" (season)	\$ 180.00	
	Tickets - Subscribers- Legend Series	\$ 45.00	
	Tickets - Client - design/print only	\$ 50.00	
	Tickets - Client - design/print/pre-sell	\$ 100.00	
	Tickets - Client - pre-sell only	\$ 50.00	
	Tickets - Public - DinnerStages	\$ 40.00	dinner & show
	Tickets - Public - Family Series	\$ 10.00	
	Tickets - Public - Premium Engagement	\$ 25.00	
	Tickets - Public - Showcase Series	\$ 25.00	
	Tickets - Subscriber - DinnerStages	\$ 20.00	to cover food portion of ticket
	Tickets - Subscriber - Family Series	\$ 10.00	
	Tickets - Subscriber - Showcase Series	\$ 18.00	
	Tickets-Theatrestage Series	\$ 10.00	
	Tickets-TheatreKids Conservatory Series	\$ 10.00	
	Classes & Instruction		
	TheatreKids Conservatory tuition	\$ 100.00	
	Summer camp - per participant	\$ 125.00	Total fee (includes deposit)
	Instruction/class non-refundable deposit	\$ 50.00	
	Concessions		
	BPACC events - per item	\$ 2.00	
	Client coffee refills - each	\$ 5.00	
	Client coffee station - per event	\$ 20.00	
	Client concessions - per event	\$ 35.00	
	Client reception fee	\$ 100.00	
	Client merchandise - per event	\$ 30.00	
	Equipment Rental		
	Audio recording - per event	\$ 50.00	
	Banquet table w/cloth & skirt - per event	\$ 20.00	
	Banquet table with cloth only - per event	\$ 15.00	
	Corded microphones > 10 - per event	\$ 18.00	
	Facility piano & bench - per event	\$ 50.00	
	Facility piano tuning - per event	\$ 150.00	
	Follow spot light - per event	\$ 10.00	Operator additional @\$18/hr
	Lecturn only - per event	\$ 5.00	
	Lecturn with microphone - per event	\$ 15.00	
	Removal of seats - per row/event	\$ 50.00	
	Stage lighting & audio/design (color) - per hour	\$ 25.00	
	Stage risers - per event	\$ 75.00	
	Stage screen only - per event	\$ 15.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2016-2017

Department	Type	Amount	Frequency/Notes/Description
	Video recording and sale - per event	\$ 50.00	
	Video/data projector/screen - per event	\$ 250.00	
	Wireless microphones - per event	\$ 50.00	
	Performance Rental Space		
	Auditorium (per hr, 4-hour minimum)	\$ 75.00	\$104 includes House Manager
	Green Room (per hr, 4-hour minimum)	\$ 35.00	
	Studio (per hr, 4-hour minimum)	\$ 55.00	
	Conference Room (per hr, 4-hr minimum)	\$ 45.00	
	Sponsorship		
	Per agreement - minimum	\$ 1,000.00	

Attachment: ExhibitABOrd17.pdf (1783 : Ord 16-05, budget)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 1781)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1781

Ordinance 16-06, 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 2016.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, hereinafter referred to as the 2016 Tax Rate Ordinance to provide as follows:

SECTION 1: TAX RATE -- There is hereby levied upon all real property in the City of Bartlett pursuant to TCA 67-5-101 et sec., a tax calculated upon a rate of \$1.62 for each \$100.00 of assessed valuation and there is hereby levied upon all taxable personal property a tax calculated upon a rate of \$1.62 for each \$100.00 of assessed valuation.

SECTION 2: SEVERABILITY -- to the extent that any prior Ordinance, assessment or tax rate specification conflicts with this Ordinance the same is repealed.

SECTION 3: EFFECTIVE DATE -- Be it further ordained that this Ordinance take effect July 1, 2016.

FIRST READING: May 10, 2016

SECOND READING: May 24, 2016

THIRD READING: June 16, 2016

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

HISTORY:

05/10/16 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 05/24/16

05/24/16 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 06/16/16

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Weekly Mountain Bike Time Trial Series.



APPLICATION FOR SPECIAL EVENT

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

5260
NESBIT PARK YALE RD
Address Zip Code

Wednesday Evenings (weekly) July 27 - Aug 17, 2016
Dates of the Event Hours of the Event

MTB RACE, Food Truck will be available
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

VICTOR GASIOR 6650 E EASEWAY CV BARTLETT, TN 38135
Special Event Permit Applicant Address of Applicant

901-604-1604
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
64.00 Total 1055

VA GASIOR 6/3/15
Responsible Person 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: Weekly MT Bike Time Trial Series
 Location: NESBIT PARK
 Dates: JULY 27, AUG 3, AUG 10, AUG 17

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			✓	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	✓			<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	✓			The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6	✓			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	✓			<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8	✓			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				<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				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				<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.	PAGE 2 Rec Approved 4 weeks										

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	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		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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.	

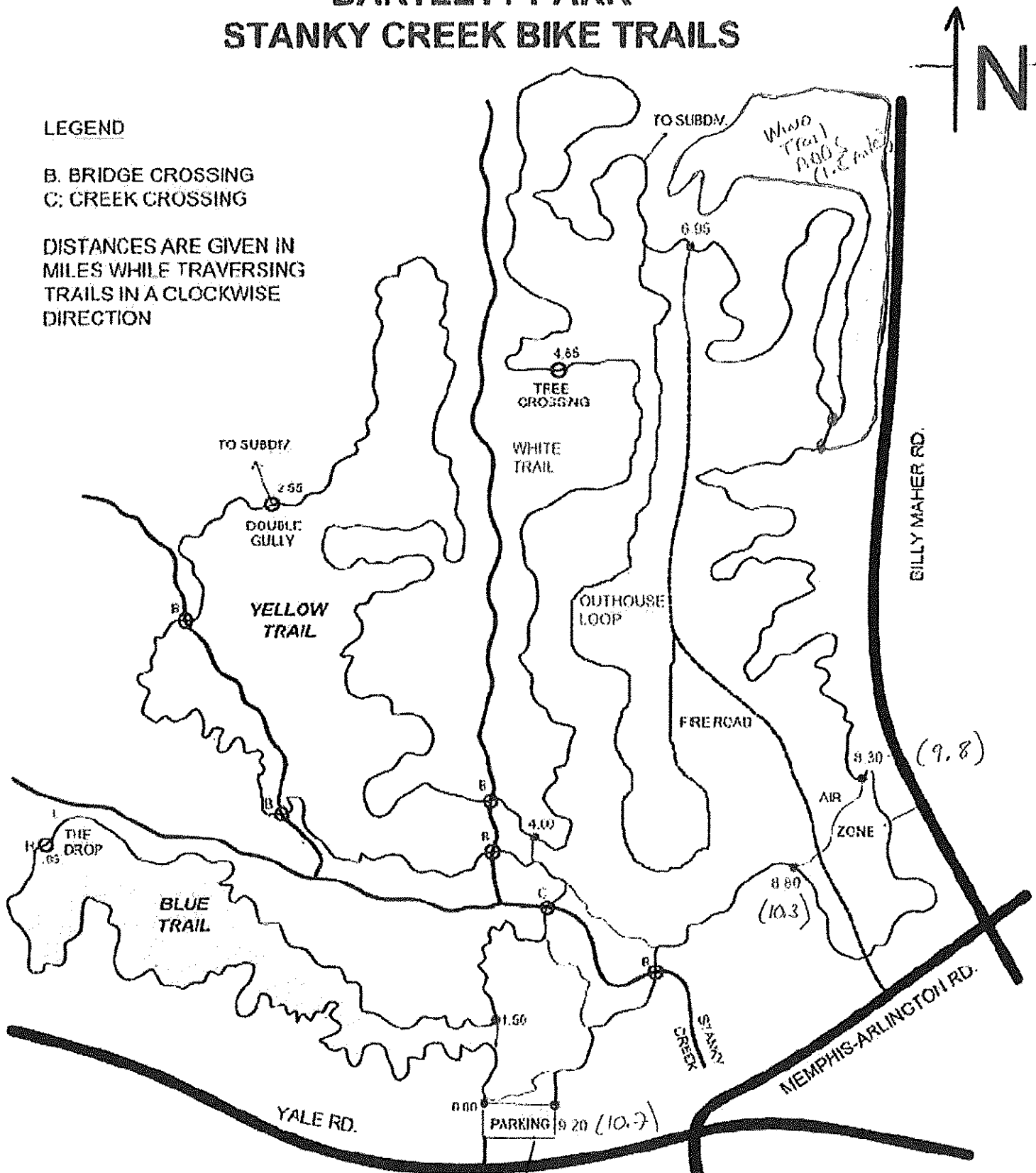
BARTLETT PARK STANKY CREEK BIKE TRAILS

LEGEND

B. BRIDGE CROSSING

C. CREEK CROSSING

DISTANCES ARE GIVEN IN
MILES WHILE TRAVERSING
TRAILS IN A CLOCKWISE
DIRECTION



Event will be
based out of parking lot

updated by Chuckie kona1611@yahoo.com

Stanky Creek Cycling

Presents

2016 Summer Weekday Mountain Bike Series

Time Trial/Short Track Series:

Wed, July 27 – Short Track Race (timed)

Wed, Aug 3 – TT Race (full loop CW)

Wed, Aug 10 – TT Race (full Loop CCW)

Wed, Aug 17 – Short Track Race (laps)

All races start at 6:30pm at Stanky Creek (Nesbit Park)

Registration from 5:30pm-6:15pm before each race, full series registration will be available prior to first race.

\$10 entry fee per race, \$30 full series registration available up to July 27.

USAC Annual License required or,

\$5 one day license available (required to purchase for each race entered)

No individual race awards, Series only awards to be presented after the last race on Wed, Aug 17.

Series Categories (prizes 3 deep)

Men Under 40

Men 40+

Single Speed

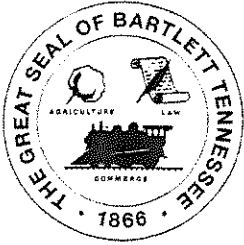
Women (All)

***Series points will be based on individuals Top 3 races (lowest finish of 4 races is thrown out)**



Questions or Comments:

Contact: Victor Gasior; 901-604-1604 or stankycreek@gmail.com



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D Thompson, Parks Director

May 16, 2016

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

The Stanky Creek Cycling Group has requested to use Nesbit Park on the following dates for their Summer Series of Weekday Races 6:00 p.m. until 8:00 p.m.:

Wednesday, July 27
Wednesday, August 3
Wednesday, August 10
Wednesday, August 17

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

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

cc: Victor Gasior
Stanky Creek Cycling
gasiory@yahoo.com

Attachment: Weekly Mountain Bike Race-2016 (1808 : Weekly Mountain Bike Time Trial Series)



CERTIFICATE OF LIABILITY INSURANCE

USACYCL-01 MRODRIGUEZ

7.1.a

DATE (MM/DD/YYYY)

5/17/2016

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

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

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102		CONTACT NAME: Fairly Group Certificates PHONE (A/C, No, Ext): (806) 376-4761 FAX (A/C, No): (806) 337-1859 E-MAIL ADDRESS: certs@fairlygroup.com		
INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Lexington Insurance Company		19437
		INSURER B:		
		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 ☐ PRO-JECT ☐ LOC ☒ OTHER: EVENT			015375404	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Job 2016-2081

Endorsement NAMEDINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement LX4309 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

City of Bartlett
5868 Stage Road
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

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ENDORSEMENT # 006

This endorsement, effective 12:01 AM 12/31/2015

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

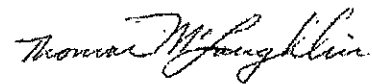
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM

Department: Parks and Recreation

Category: Proposal

Prepared By: Stefanie McGee

Department Head: David Thompson

Annual Bartlett Kids' Triathlon.



City of Bartlett

RECREATION CENTER

A. Keith McDonald, *Mayor*
 David D Thompson, *Parks Director*
 Michael Goldberg, *Facility Manager*

To: Mayor and Board of Aldermen
 From: Michael Goldberg
 CC: David Thompson, Shan Criswell
 Date: 5/25/2016
 Re: 15th Annual Bartlett Kid's Triathlon

The following information has been submitted to the appropriate personnel regarding the 15th Annual Bartlett Kid's Triathlon. The proposed date is Saturday, October 1, 2016. It will begin at 7:30am.

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

As in the previous fourteen (14) years, the BRC will remain closed until 11:00am on the day of the event.

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

Sincerely,

Michael Goldberg
 Facility Manager
 Bartlett Recreation Center
 (901) 385-6470 - Office
 (901) 385-6405 - Fax
mgoldberg@cityofbartlett.org



City of Bartlett

RECREATION CENTER

A. Keith McDonald, *Mayor*
 David D Thompson, *Parks Director*
 Michael Goldberg, *Facility Manager*

To: David Thompson, Shan Criswell
 From: Michael Goldberg
 CC: Mayor and Board of Aldermen
 Date: 5/31/2016
 Re: 15th Annual Bartlett Kid's Triathlon

To keep you informed on the status and flow of the Bartlett Kid's Triathlon, I have compiled this list for you:

- The proposed date is Saturday, October 1, 2016, 7:30am.
- Eligible age is 7-15 years of age. Junior Division is ages 7 – 10, Senior Division is ages 11 – 15.
- Senior division will begin first with the Junior division following. Once the last Senior has finished the bike portion of the event, the juniors begin. The sequence of the triathlon begins with the swim, followed by the bike course and finishing with the run. Total estimated for the actual race is two (2) hours. (Based on 125 participants. Actual race time could vary depending on the number of participants).
- An estimated number of (30) personnel consisting of volunteers and BRC staff will be utilized.
- **The Facility will be closed to the members until 11:00am. Notification will be given (1) month in advance. This is needed to ensure the safety of the participants, spectators, and staff.**
- Volunteers and Personnel will be located at water stations, along the run course, along the bike course, at every change in direction/intersection. There will be at least (6) personnel on "bike patrol" riding with the participants
- Residents along the course will be given notification of the event via a flyer.

The week of the event, the maintenance crew will "scalp" a path from the paved track to building in order to mark any possible trip hazards. Trip hazards will be marked with spray chalk or paint.

If you have any other questions or concerns please do not hesitate to ask.

Sincerely,

Michael Goldberg
 Facility Manager
 Bartlett Recreation Center
 (901) 385-6470 - Office
 (901) 385-6405 - Fax
mgoldberg@cityofbartlett.org



City of Bartlett

RECREATION CENTER

A. Keith McDonald, *Mayor*
 David D Thompson, *Parks Director*
 Michael Goldberg, *Facility Manager*

To: Inspector Jeff Cox
 From: Michael Goldberg
 CC: Mayor and Board of Aldermen
 Date: 5/31/2016
 Re: 15th Annual Bartlett Kid's Triathlon

Please accept this memo as confirmation of previous discussions. In regards to traffic control for the Bartlett Kid's Triathlon, assistance will be provided by the Police Department, Reservists and Patrolman and possibly the motorcycle division if available at that time.

I am also confirming the date to be Saturday, October 1, 2016; pending Mayor and Board approval. The event will begin at seven thirty in the morning (7:30 a.m.). Senior division will begin first, followed by the Junior division. Estimated time needed for traffic control should not exceed (2) two hours maximum.

Final maps of the course are attached for your viewing. Areas of utmost concern include the intersection of Flaherty and Appling where participants will enter onto Appling, Windersville and Germantown, and Brother and Germantown. Additional maps will be available to your patrol before race time.

If you have any questions or concerns, please feel free to contact me anytime. The Bartlett Recreation Center thanks you for your assistance in this event.

Sincerely,

Michael Goldberg
 Facility Manager
 Bartlett Recreation Center
 (901) 385-6470 - Office
 (901) 385-6405 - Fax
mgoldberg@cityofbartlett.org



City of Bartlett

RECREATION CENTER

A. Keith McDonald, *Mayor*
 David D Thompson, *Parks Director*
 Michael Goldberg, *Facility Manager*

To: Asst. Chief Danny Baxter
 From: Michael Goldberg
 CC: Mayor and Board of Aldermen
 Date: 5/31/2016
 Re: 15th Annual Bartlett Kid's Triathlon

I am writing to confirm a previous discussion regarding the use of (1) ambulance unit during the Bartlett Kid's Triathlon. The Bartlett Recreation Center hosts the event, with the bike and run course held "off-site" in close proximity to the facility.

I am also confirming the date to be October 1, 2016 pending Mayor and Board approval. The event will begin at 7:30am and cannot begin until an EMS team is on-site. The first event will be the swim, in which a fully staffed team of certified lifeguards will be monitoring all participants.

Final maps of the course are attached for your viewing. Additional maps will be available to your paramedics upon arrival the day of the race.

If you have any questions or concerns, please feel free to contact me anytime. The Bartlett Recreation Center thanks you for your assistance in this event.

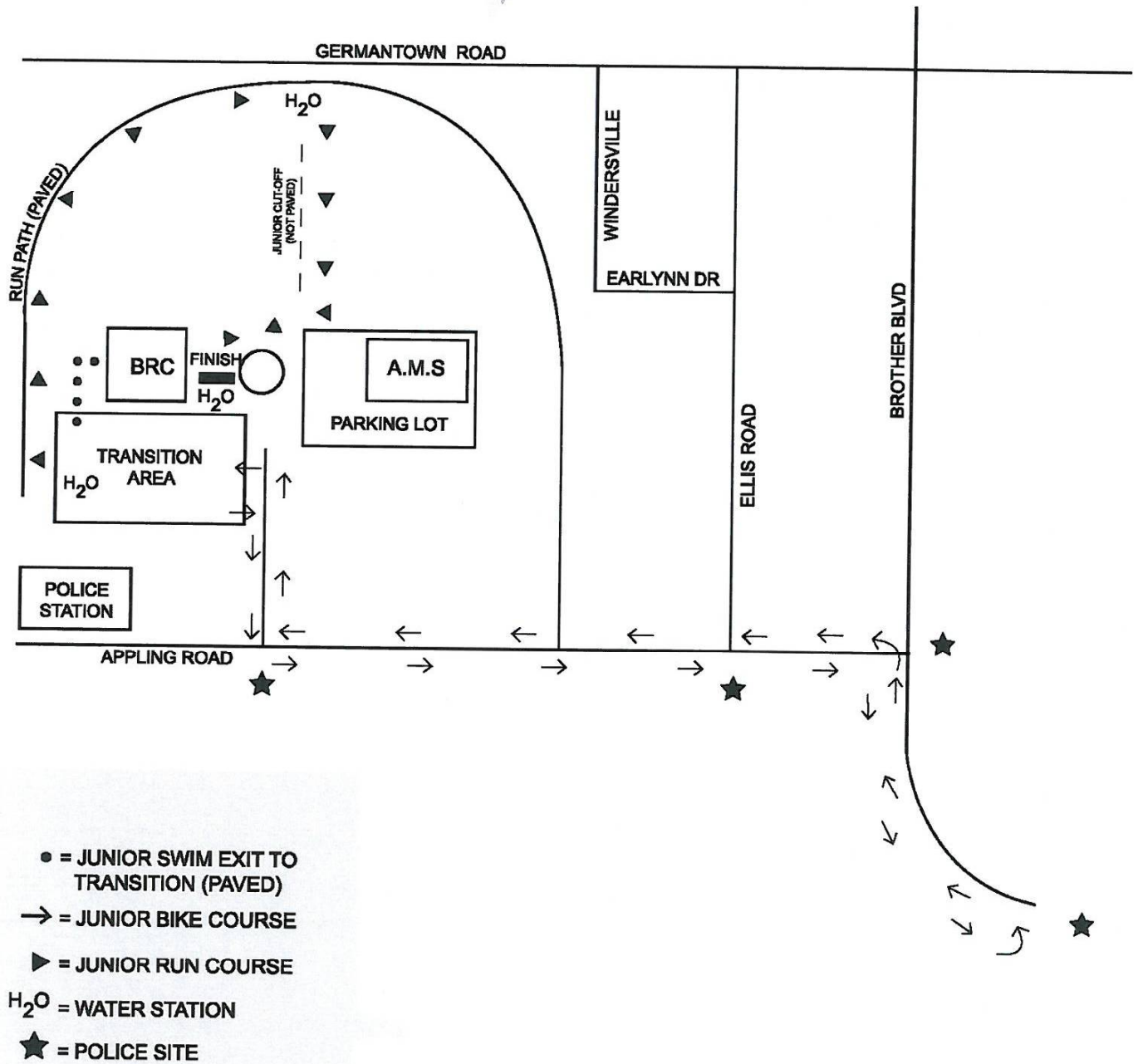
Sincerely,

Michael Goldberg
 Facility Manager
 Bartlett Recreation Center
 (901) 385-6470 - Office
 (901) 385-6405 - Fax
mgoldberg@cityofbartlett.org

Attachment: Triathlon supporting docs (1822 : 15th Annual Bartlett Kid's Triathlon)

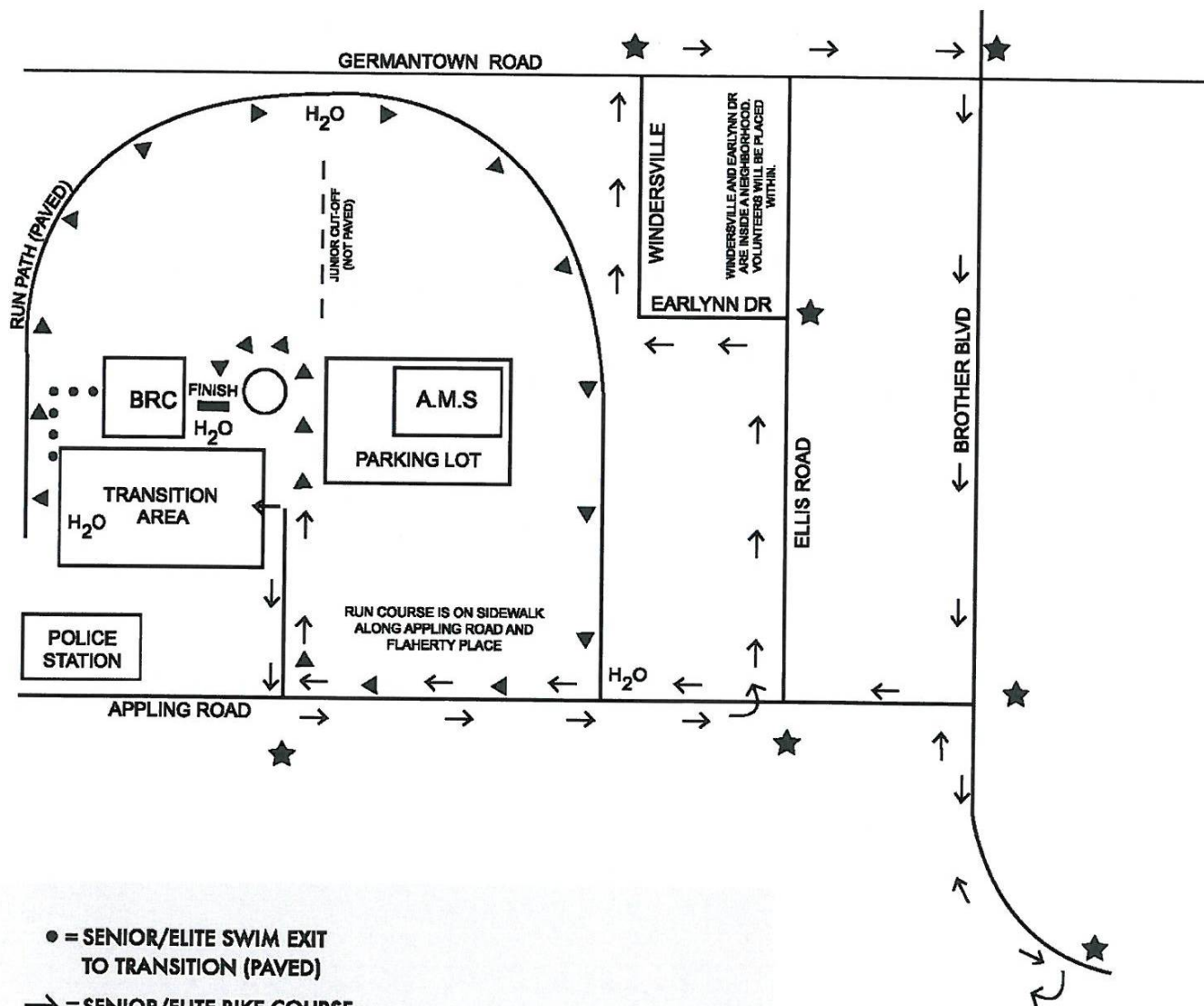


BARTLETT KIDS TRIATHLON JUNIOR RACE COURSE MAP





BARTLETT KIDS TRIATHLON SENIOR RACE COURSE MAP



- = SENIOR/ELITE SWIM EXIT TO TRANSITION (PAVED)
- = SENIOR/ELITE BIKE COURSE
- ▶ = SENIOR/ELITE RUN COURSE
- H₂O = WATER STATION
- ★ = POLICE SITE

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM

Department: Parks and Recreation

Category: Report

Prepared By: Debbie Christopher

Department Head: David Thompson

Baseball and softball tournament schedule for 2016.**Baseball and Softball Tournament Request for 2016**

June 18 - APPLING

Softball Tournament-Softball

June 25 - APPLING

ISA Softball-Softball

July 9 - APPLING

Softball Tournament-Softball

July 29 & 30 - APPLING

USSSA-Softball

August 13 - APPLING

7th Annual Fall Classic

August 26-28 - APPLING

ISA Softball-Softball

September 10 - APPLING

Draft Tournament-Softball

September 24 - APPLING

Draft Tournament-Softball

October 8 - APPLING

Draft Tournament-Softball

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM

Department: Public Works

Category: Grant

Prepared By: Judy Willis

Department Head: Bill Yearwood

Bid for Animal Control operational supplies.

On April 6, 2016, an ad was placed in *The Daily News*. On April 21, 2016, the City of Bartlett held a bid opening at City Hall, and only one bid was received.

We recommend the bid be awarded to Animal Core Equipment & Services (ACES) for a total price of \$15,890.42.

On Feb. 9, 2016, a resolution was passed by the Board of Mayor and Aldermen to accept a grant from PetSmart in the amount of \$16,755.31. This grant will be used to fully fund this purchase.

Funds are available in Account 131.43000.341.062.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/16/16 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Judy Willis

Department Head: Bill Yearwood

Proposal for vehicle maintenance software.

On March 10, 2016, an ad was placed in *The Daily News*. On March 24, 2016, the City of Bartlett received four proposals, which were opened at City Hall. Since this was a RFP, no bid tabulation sheet was required.

Bids were received from the following companies:

Collective Data	
Dossier Systems	
Ron Turley Associates	\$30,364.50
Tyler Technologies	

We recommend the bid be awarded to Ron Turley Associates for a total price of \$30,364.50.

Funds are available in Account 311.48311.785.30716.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/16/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid to replace Germantown Road Water Plant dehumidifier.

On May 12, 2016 an ad was placed in *The Daily News*. On June 2, 2016 the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

National HVAC Service	\$54,917
Metro Mechanical	\$55,546

This will replace a 26 year old unit.

We recommend the bid be awarded to National HVAC Service for a total price of \$54,917.

Funds are available in Account 510.51200.945.

Thank you for your consideration.



June 06, 2016

Rick McClanahan, P.E.
Department of Engineering
6382 Stage Road
Bartlett, TN 38134

RE: FY2016-05-056 Germantown Road Water Plant Dehumidifiers
Bartlett, TN

A2H # 15359.01

Dear Mr. McClanahan, PE,

We have completed our review of the bids submitted on June 2, 2016, for the above referenced project. The bids received were complete. We recommend the contract be awarded to the low bidder, National HVAC Service of Memphis, TN in the amount of **\$54,917.00**.

A copy of the bid tabulation of all bids received is attached for your review. If you have questions or require additional information, please contact me at any time.

Sincerely,

A2H, Inc.

Ben Allen, PE
Senior Mechanical Engineer



LUMP SUB BID TABULATION

PROJECT

Name: FY2016-05-056 Germantown Rd
 Water Plant Dehumidifiers
 A2H #: 15359.01
 A2H PM: Ben Allen

DETAILS

Date: June 2, 2016
 Time: 2:00 PM
 Location: City of Bartlett

COMPANY	TOTAL LUMP SUM BID	DELIVERY TIME	MODEL NUMBER
National HVAC Service	\$54,917.00	6-8 Weeks	DCA-MHDCA900T
Metro Mechanical Contractors, Inc.	\$55,546.00	49 Days	DCA-DCA 900T/LORC-3

I hereby certify that the above Lump Sum Bid Tabulation is true and correct to the best of my knowledge.

Ben Allen, PE
 Senior Mechanical Engineer

Attachment: SKMBT_28316060711090.pdf (1818 : Germantown Road Dehumidifiers Replacement)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/16/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bids for Fletcher Creek Greenway Bike and Pedestrian Trail.

On March 17, 2016, the City placed an ad in The Daily News. On April 21, 2016, the City received three bids, which were opened at City Hall.

The City received bids for the first phase of Fletcher Creek Greenway Bike & Pedestrian Trail on April 21, 2016. The following bids were submitted:

Barnes & Brower	\$1,110,614.29
Rose Construction	\$1,066,684.51
Vucon, LLC	\$932,787.20

Please award the bid to Vucon, LLC in the amount of \$932,787.20 with a contingency amount of \$70,000 for a total \$1,002,787.20. Funding is 80 percent federal and 20 percent local, so the local match is \$200,557.44. Funding to come from Fletcher Creek Greenway Bike & Pedestrian Account 311.48311.780.451.

BID TABULATION											
TRANSPORTATION ENHANCEMENT PROJECT - FLETCHER CREEK GREENWAY - PHASE I											
PIN: 112841.00; FEDERAL #: STP-M-9409(1220); STATE #: 79PLM-F2-409											
CITY OF BARTLETT, TENNESSEE											
BID NO. FY2016-03-045											
APRIL 21, 2016											
BWSC No. 34758-02											
BARGE, JAMES WAGGONER CANNON, INC.											
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	ENGINEER'S ESTIMATE		VicCon, LLC		Rose Construction, Inc.		Barnes & Brower, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID											
105-01	CONSTRUCTION STAKES, LINES, AND GRADES	1	LS	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00	\$32,376.35	\$32,376.35	\$55,000.00	\$55,000.00
201-01	CLEARING AND GRUBBING	1	LS	\$50,000.00	\$50,000.00	\$20,600.00	\$20,600.00	\$30,678.71	\$30,678.71	\$97,250.00	\$97,250.00
203-06	WATER	50	MG	\$10.00	\$500.00	\$10.00	\$500.00	\$86.69	\$4,334.50	\$112.34	\$5,617.00
203-10	EMBANKMENT	1500	CY	\$10.00	\$15,000.00	\$21.85	\$32,775.00	\$17.56	\$26,340.00	\$12.36	\$18,540.00
209-05	SEDIMENT REMOVAL	20	CY	\$10.00	\$200.00	\$59.00	\$1,180.00	\$50.52	\$1,010.40	\$33.70	\$674.00
209-06-02	TEMPORARY SILT FENCE (WITH BACKING)	4340	LF	\$5.00	\$21,700.00	\$4.00	\$17,360.00	\$4.91	\$21,309.40	\$7.81	\$33,895.40
209-09-01	CURB INLET PROTECTION (TYPE 2)	1	EA	\$150.00	\$150.00	\$285.00	\$285.00	\$435.24	\$435.24	\$281.00	\$281.00
209-40-41	CATCH BASIN PROTECTION	4	EA	\$160.00	\$640.00	\$294.00	\$1,176.00	\$214.99	\$859.96	\$260.75	\$1,043.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	1,750	TON	\$40.00	\$70,000.00	\$27.00	\$47,250.00	\$43.85	\$76,379.50	\$37.07	\$64,872.50
303-20	PEA GRAVEL (ASTM #6 STONE)	45	TON	\$30.00	\$1,350.00	\$21.00	\$945.00	\$50.44	\$2,268.80	\$249.62	\$11,132.90
304-01-03	PROCESSING (SOIL-CEMENT BASE)	1,000	SY	\$25.00	\$25,000.00	\$11.75	\$11,750.00	\$12.68	\$12,680.00	\$13.48	\$13,480.00
307-01-08	ASPHALT CONCRETE MIX (PG64-22)(PMB-HM) GRADING B-M2	90	TON	\$85.00	\$7,650.00	\$165.00	\$14,850.00	\$169.13	\$15,221.70	\$157.27	\$14,154.30
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	1	TON	\$750.00	\$825.00	\$2,940.00	\$3,234.00	\$3,020.18	\$3,322.20	\$2,808.18	\$3,089.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	0.08	TON	\$1,000.00	\$80.00	\$1,785.00	\$1,065.00	\$1,812.17	\$1,087.33	\$1,683.33	\$1,010.00
411-01-10	ACS MIX (PG64-22) GRADING D	80	TON	\$115.00	\$9,200.00	\$212.00	\$17,760.00	\$217.45	\$17,397.00	\$202.20	\$16,176.00
411-01-11	ACS MIX (PG64-22) GRADING E ROW	600	TON	\$108.00	\$64,800.00	\$111.00	\$66,600.00	\$114.16	\$68,498.00	\$106.16	\$63,696.00
602-03-02	PEDESTRIAN BRIDGE	2	EA	\$230,000.00	\$460,000.00	\$148,600.00	\$297,200.00	\$150,034.29	\$300,068.58	\$142,776.50	\$285,553.00
604-03-01	CLASS A CONCRETE (BRIDGES)	34	CY	\$416.00	\$14,144.00	\$1,000.00	\$34,000.00	\$1,026.86	\$34,913.24	\$954.82	\$32,463.88
604-03-02	STEEL BAR REINFORCEMENT (BRIDGES)	2,642	LB	\$0.82	\$2,169.44	\$1.00	\$4,227.20	\$1.03	\$4,308.46	\$1.02	\$4,015.84
606-09-01	TEST PILES (PRECAST CONCRETE SIZE 1)	170	LF	\$133.00	\$22,610.00	\$100.00	\$17,000.00	\$102.69	\$17,457.30	\$95.48	\$16,231.60
606-09-02	LOADING TEST (PRECAST CONCRETE SIZE 1)	4	EA	\$6,900.00	\$27,600.00	\$3,530.00	\$14,120.00	\$3,624.22	\$14,498.88	\$3,370.00	\$13,480.00
606-09-03	PRECAST CONCRETE PILES (SIZE 1)	390	LF	\$38.00	\$14,820.00	\$56.50	\$22,055.00	\$57.99	\$22,616.10	\$53.92	\$21,028.80
610-11-10	15" HDPE PIPE	558	LF	\$24.00	\$13,392.00	\$42.50	\$23,715.00	\$33.50	\$18,748.80	\$38.19	\$21,310.02
611-01-02	MANHOLE, 4'-8" DEPTH	1	EA	\$4,000.00	\$4,000.00	\$3,400.00	\$3,400.00	\$3,019.22	\$3,019.22	\$2,921.00	\$2,921.00
611-07-30	CITY OF MEMPHIS TYPE "D" HEADWALL FOR 15" PIPE	11	EA	\$2,500.00	\$27,500.00	\$960.00	\$10,460.00	\$1,220.96	\$13,430.56	\$1,085.00	\$11,935.00
611-12-02	#12 INLET (4' - 8' DEEP)	1	EA	\$4,000.00	\$4,000.00	\$3,525.00	\$3,525.00	\$3,160.67	\$3,160.67	\$3,258.00	\$3,258.00
611-90-01	CITY OF MEMPHIS 3070 INLET (4' - 8' DEEP)	3	EA	\$4,000.00	\$12,000.00	\$2,640.00	\$7,920.00	\$2,388.82	\$7,186.46	\$2,696.00	\$8,088.00
611-90-02	CITY OF MEMPHIS #10 INLET (4' - 8' DEEP)	1	EA	\$4,200.00	\$4,200.00	\$2,820.00	\$2,820.00	\$2,367.82	\$2,367.82	\$2,686.00	\$2,686.00
701-01-01	CONCRETE SIDEWALK (4" THICK)	2,322	SF	\$8.00	\$18,576.00	\$10.00	\$23,220.00	\$19.60	\$45,511.20	\$8.07	\$18,738.54
701-02	CONCRETE DRIVEWAY CURB CUT	1,056	SF	\$8.10	\$8,654.40	\$12.90	\$13,622.40	\$23.78	\$25,111.68	\$8.66	\$9,144.96
701-02-03	CONCRETE HANDICAP RAMP	50	SF	\$8.00	\$400.00	\$27.50	\$1,375.00	\$91.93	\$4,596.50	\$12.02	\$601.00
701-02-20	CLASS A CONCRETE CROSSWALK (8" THICK)	220	SF	\$7.00	\$1,540.00	\$16.50	\$3,630.00	\$46.55	\$10,241.00	\$16.95	\$3,729.00
702-03-01	6-18 CURB AND GUTTER	480	LF	\$18.00	\$8,640.00	\$27.00	\$12,960.00	\$27.48	\$13,180.40	\$26.56	\$12,768.00
707-08-01	FENCE (WOOD SPLIT RAIL)	558	LF	\$11.00	\$6,138.00	\$17.00	\$9,486.00	\$51.95	\$29,098.10	\$48.30	\$26,951.40
707-08-11	HIGH VISIBILITY CONSTRUCTION FENCE	1000	LF	\$2.00	\$2,000.00	\$4.20	\$4,200.00	\$2.10	\$2,100.00	\$3.15	\$3,150.00
709-05-05	MACHINED RIP-RAP (CLASS A-3)	130	TON	\$50.00	\$6,500.00	\$49.50	\$6,435.00	\$81.90	\$10,647.00	\$75.61	\$9,825.30
709-05-06	MACHINED RIP-RAP (CLASS A-1)	45	TON	\$50.00	\$2,250.00	\$49.00	\$2,205.00	\$69.83	\$3,142.35	\$60.51	\$3,622.95
709-05-08	MACHINED RIP-RAP (CLASS B)	850	TON	\$32.00	\$27,200.00	\$47.50	\$40,375.00	\$77.62	\$65,977.00	\$73.41	\$62,386.50
712-01	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	\$470.00	\$470.00	\$5,703.43	\$5,703.43	\$449.00	\$449.00
712-04-01	FLEXIBLE DRUMS (CHANNELIZING)	39	EA	\$30.00	\$1,170.00	\$35.30	\$1,376.70	\$36.24	\$1,413.36	\$33.69	\$1,313.91
712-06	SIGNS (CONSTRUCTION)	120.5	SF	\$8.00	\$964.00	\$10.00	\$1,205.00	\$10.27	\$1,237.54	\$9.55	\$1,190.78
712-07-03	TEMPORARY BARRICADES TYPE (III)	32	LF	\$15.00	\$480.00	\$16.00	\$512.00	\$16.31	\$521.92	\$15.16	\$465.12
713-16-20	SIGNS (HANDICAP)	2	EA	\$140.00	\$280.00	\$325.00	\$650.00	\$332.22	\$664.44	\$309.00	\$618.00
716-05-01	PAINTED PAVEMENT MARKING (4")	1	LS	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$906.06	\$906.06	\$786.00	\$786.00
717-01	MOBILIZATION	1	LS	\$60,000.00	\$60,000.00	\$42,500.00	\$42,500.00	\$37,514.16	\$37,514.16	\$50,000.00	\$50,000.00
801-01	SEEDING (WITH MULCH)	2	AC	\$2,500.00	\$5,000.00	\$2,180.00	\$4,360.00	\$3,865.83	\$7,731.66	\$4,626.00	\$9,252.00
801-03	WATER (SEEDING & SODDING)	50	MG	\$10.00	\$500.00	\$118.00	\$5,900.00	\$60.40	\$3,020.00	\$112.34	\$5,617.00
802	LANDSCAPING	1	LS	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00	\$18,845.94	\$18,845.94	\$10,683.00	\$10,683.00
803-01	SODDING (NEW SOD)	2360	SY	\$6.00	\$14,160.00	\$2.95	\$6,962.00	\$4.83	\$11,368.80	\$5.46	\$12,932.60
900-10	WHEEL STOPS	10	EA	\$200.00	\$2,000.00	\$176.00	\$1,760.00	\$94.29	\$942.90	\$112.30	\$1,123.00
920-10-04	ENTRANCE SIGNS	2	EA	\$900.00	\$1,800.00	\$3,840.00	\$7,680.00	\$1,714.71	\$3,429.42	\$2,006.50	\$5,617.00
920-11-04	INFORMATION KIOSK	2	EA	\$3,500.00	\$7,000.00	\$6,800.00	\$13,600.00	\$5,377.57	\$10,755.14	\$16,597.50	\$33,195.00
920-12-04	TRASH RECEPTACLE	2	EA	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$1,057.47	\$2,114.94	\$1,124.00	\$2,248.00
TOTAL BID				\$1,080,569.04		\$932,787.20		\$1,006,694.51		\$1,110,614.29	

I hereby certify that the above is a true and correct tabulation of the bids received.

CERTIFIED

Bryant Bondurant
PE# 10032

Rick McClanahan

From: Lisa Dunn <Lisa.Dunn@tn.gov>
Sent: Monday, May 23, 2016 1:37 PM
To: 'Russ.Brasfield@bwsc.net'
Cc: Rick McClanahan; Mitch Blankenship; Richard Adkisson; Mary Howard; Amanda Marrs; Tabitha Cavaness; Jason Baker
Subject: RE: PIN 112841.00 Fletcher Creek Greenway

Follow Up Flag: Follow up
Flag Status: Flagged

I am pleased to announce that TDOT has approved VuCon, LLC as the lowest responsive bidder. You are hereby approved to inform them that they are the lowest responsive bidder and set up the mandatory pre-construction meeting.

At this mandatory pre-construction meeting, TDOT representatives from Materials & Tests and Construction must be present. Please contact Mr. Mitch Blankenship, (Region 4 Materials and Tests) at 731-935-0215 or via e-mail at mitch.blankenship@tn.gov. Mitch will need a copy of the detailed cost estimate showing TDOT line item numbers, plans and bid specifications prior to the pre-construction meeting. Also contact Mr. Richard Adkisson (Region 4 Construction) at 731-935-0207 or via e-mail at richard.adkisson@tn.gov. Richard will need a copy of the final design plans, bid specifications and detailed engineer's cost estimate showing TDOT line item numbers prior to the pre-construction meeting. Both of these individuals need a minimum of 14 days' notice of the pre-construction meeting.

In addition, I must also have a copy of the letter that is sent to VuCon, LLC advising them they are the successful bidder. I will need a copy of the notice to proceed to construction/work order to VuCon, LLC from the local agency, a copy of the contract between VuCon, LLC and the local agency, and a copy of all sub-contractor contracts (sub contracts need to be sent electronically).

Please let me know if you have any questions.

Thanks,



Lisa Dunn | Program Monitor Supervisor
 Local Programs Development Office
 James K. Polk Building, 6th Floor
 505 Deaderick Street, Nashville, TN 37243
 p. 615-253-2684
lisa.dunn@tn.gov
www.tn.gov/tdot/topic/tap

From: Russ.Brasfield@bwsc.net [<mailto:Russ.Brasfield@bwsc.net>]
Sent: Friday, May 06, 2016 3:37 PM
To: Lisa Dunn
Cc: Rick McClanahan (rmccclanahan@cityofbartlett.org)
Subject: RE: PIN 112841.00 Fletcher Creek Greenway

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. ***

Lisa – I have attached information for Fletcher Creek Greenway as requested below. Will you be in on Monday? I'd like to try and reach you on the phone.

russ

Russ Brasfield, PE, LEED AP
Barge Waggoner Sumner & Cannon, Inc.
 (901) 244-5517 direct
 (901) 237-3441 mobile

From: Lisa Dunn [<mailto:Lisa.Dunn@tn.gov>]
Sent: Tuesday, April 26, 2016 3:02 PM
To: Russ Brasfield
Subject: RE: PIN 112841.00 Fletcher Creek Greenway

Russ:

The following has to be submitted with the bid tabs:

- 1) Bid tabs on an Excel spreadsheet showing bid items, engineers estimate, bidder 1, bidder 2, etc. **ATTACHED**
- 2) Copies of the complete bid specs submitted by the 3 lowest responsive bidders **ATTACHED**
- 3) Letter from local agency on their letterhead requesting TDOT's concurrence with the name of the bidder and bid amount **ATTACHED**
- 4) Copies of any Power of Attorneys **INCLUDED IN BID PACKAGES**
- 5) Copies of any Addendums, not already sent to TDOT **ONLY ONE ADDENDUM, PREVIOUSLY SUBMITTED**
- 6) Copies of all the bid advertisements **ATTACHED**
- 7) TDOT Form 8-5 DBE Participation for the lowest responsive bidder **ATTACHED**

Thanks,



Lisa Dunn | Program Monitor Supervisor
 Local Programs Development Office
 James K. Polk Building, 6th Floor
 505 Deaderick Street, Nashville, TN 37243
 p. 615-253-2684
lisa.dunn@tn.gov
www.tn.gov/tdot/topic/tap

Attachment: SKMBT_28316060708570.pdf (1814 : Bids for Fletcher Creek Greenway Bike & Pedestrian Trail)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/16/16 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Contract Administration for Fletcher Creek Greenway Bike and Pedestrian Trail.

The City will be constructing the Fletcher Creek Greenway Bike & Pedestrian Trail as outlined in the previous item. Barge Waggoner Sumner & Cannon (BWSC) will perform this inspection work and contract administration for this federally funded project. The proposal is attached and is broken down as follows:

Construction, Engineering, Inspection & Contract Administration	\$172,076
Concrete Testing & QA Testing	\$ 40,000
TDOT QA Testing	\$ 10,000
TOTAL	\$222,076

This is funded at 80 percent federal and 20 percent local. Bartlett's local match is \$44,415.20. Please award this contract to BWSC for \$212,076 and TDOT for \$10,000. Funding to come from Fletcher Creek Greenway Bike & Pedestrian Trail Account 311.48311.780.451.



April 4, 2016
BWSC Project No.: 3475802

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

RE: Fletcher Creek Greenway CEI

Dear Mr. McClanahan:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) encloses the details of our proposal in the Professional Services Agreement and our proposed scope of work (Attachment A) for the project named above.

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have other questions regarding the proposal, please advise me immediately by calling (901) 244-5517.

Please have the party responsible for our fee sign the last page of the enclosed Agreement and return both copies to us as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,

Chris Triplett
Vice President

Copy to: file

Attachment: SKMBT_28316060709320.pdf (1817 : Contract Administration for Fletcher Creek Greenway Bike Trail)

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of April 4, 2016 by and between City of Bartlett (**Client**) and Barge Waggoner Sumner & Cannon, Inc. (**BWSC**) for professional services for the assignment described as follows:

Project: Fletcher Creek Greenway CEI

Location: City of Bartlett

Description of Project:

Construction Engineering & Inspection for the previously designed 10-foot wide trail starting at a new trailhead north of Highway 64, just west of Fletcher Creek, and terminating at another trailhead at the northwest corner of Yale and Brother Boulevard. The new trail will cross Fletcher Creek in two (2) locations, which will require two (2) bridges. The north bridge will be designed to support pedestrian/bike traffic and the southern bridge will also support periodic maintenance vehicle traffic.

- I. **PROFESSIONAL SERVICES:** **BWSC** agrees to perform the following Basic Services under this contract:

See Attachment A.

- II. **COMPENSATION:** **Client** shall compensate **BWSC** for the Basic Services as follows:

☐	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
☐	Estimated Fee	\$ Amount	or Maximum Fee \$ Amount
☒	Lump Sum	\$ <u>212,076.00</u>	
☐	Percentage of Construction Cost	Figure %	Estimated Fee \$ Amount
☐	Other (specify)		

In addition, **Client** shall pay **BWSC** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule, provided as requested.

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BWSC** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

- IV. **TIME:** Unless agreed otherwise in writing, **BWSC** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BWSC** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BWSC's** control. If such delay or suspension extends more than six months (cumulatively), **BWSC's** compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BWSC** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BWSC** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BWSC** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BWSC** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BWSC**. The parties further agree that **BWSC** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BWSC**, **Client** shall pay **BWSC** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BWSC** all drawings, reports, documents, and other instruments of professional services prepared by **BWSC**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BWSC** pursuant to this Agreement are instruments of professional service. **BWSC** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BWSC** shall be at **Client's** sole risk and without liability to **BWSC**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BWSC** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BWSC** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BWSC** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BWSC** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BWSC** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

- X. **INSURANCE:** BWSC shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect BWSC from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both Client and BWSC, to the fullest extent permitted by law, the parties agree to allocate the risks such that BWSC's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of BWSC's services under this Agreement from any cause or causes shall not exceed the amount of BWSC's fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. **DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by BWSC represents the judgment of one or more BWSC design professionals and is supplied for general guidance of Client. Since BWSC has no control over the construction marketplace and does not use the same pricing methods used by contractors, BWSC does not guarantee the accuracy of such opinions.
- XIV. **GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

Client	Barge Waggoner Sumner & Cannon, Inc.
By:	By:
Printed Name:	Printed Name: Chris Triplett
Title:	Title: Vice President
Address: 6382 Stage Road Bartlett, TN 38134	Address: 60 Germantown Court, Suite 100 Memphis, TN 38018
Date Signed:	Date Signed:
Tax I.D. Number:	

ATTACHMENT A

Fletcher Creek Greenway CEI Services

City of Bartlett Government

April 4, 2016

This proposal is presented in the following elements:

1. **Project Description**
2. **Scope of Services**
3. **Assumptions**
4. **Time of Performance**
5. **Owner's Responsibilities**
6. **Deliverables**
7. **Compensation**

1. **PROJECT DESCRIPTION**

The Fletcher Creek Greenway includes approximately 0.922 miles of greenway from the new trailhead north of Highway 64 to west of Fletcher Creek. The new ten (10) foot wide trail will run north-northeast in the Fletcher Creek Greenway to another new trailhead at the northwest corner of Yale and Brother Boulevard. The new trail will cross Fletcher Creek in two (2) locations, which will require two (2) bridges. The north bridge will be designed to support pedestrian/bike traffic and the southern bridge will also support periodic maintenance vehicle traffic.

This document describes a proposal for the duties necessary for the administration of this TDOT-funded construction contract. The administration of the TDOT highway construction contract will be conducted in full cooperation with the TDOT Project Supervisor and/or his representative(s) assigned to the project and with the City of Bartlett Government.

It is the intent of this proposal to supply only those elements described herein that are an integral part of the CEI process.

The scope of work proposed herein includes CEI services currently required by TDOT of the CEI Consultant as described in "Local Government Guidelines for the Management of Federal and State Funded Construction Projects" TDOT, February 1, 2011, as described above.

2. **SCOPE OF SERVICES**

BWSC CEI Staff responsibilities on this project include:

- A. **Traditional CA Services:** BWSC CEI Staff (Staff) will review Requests for Information (RFI) from bidders that relate to design; revisions to design resultant from bidders RFIs; appropriate revisions to the OPCC; review of RFIs from the contractor that relate to design; revisions to design resultant from contractors RFIs; review of Change Orders as to their impact on design

PIN 112841.00, Fletcher Creek Greenway, Phase I

ATTACHMENT A

intent; periodic review of the project progress as it relates to design intent including attendance at periodic progress meetings, pre-final and final observations; certifications required of the design professional by the CEI process.

- B. **Preconstruction Conference:** Staff will attend the Preconstruction Conference. Staff will verify the scope of work, schedule, and general requirements. Discuss requirements of TDOT CEI with respect to administrative issues such as data to support progress, quality, pay requests, etc. Staff will present special requirements associated with the TDOT funding of the project. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.
- C. **Environmental (Erosion Control) Conference:** Generally TDOT requires an Erosion Control Conference that occurs immediately after the Preconstruction Conference. This conference will review contract and TDOT requirements associated with the execution of the project. BWSC's CEI role in the conference will be to discuss the quality requirements of contractor's programs and processes relating to environmental compliance. Staff will assemble, file, and submit TDOT CEI documentation as required.
- D. **Environmental Construction Services:** BWSC's CEI role will be to review and observe the contractor's programs and processes relating to environmental compliance. Staff will provide oversight and monitoring as required for environmental issues that are known to exist along the route. These services include Erosion Control/Sediment Prevention (ECSP) observations, monitoring, and reporting. Staff will assemble, file, and submit required TDOT CEI documentation.
- E. **Attendance at Weekly meeting:** Staff will attend meetings weekly with TDOT and City personnel, contractor, sub-contractors, and other project stakeholders at the meetings. Staff will provide input to the process as it relates to TDOT CEI requirements. Staff will record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Staff will also assemble, file, and submit TDOT CEI documentation as required.
- F. **Project Administration:** Staff will provide project administration and coordinate with the assigned TDOT Project Supervisor and City of Bartlett Project Manager. Staff will prepare for and attend, when requested, any periodic work observations that may be conducted on the project related to project work, progress, or records. Staff will prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Staff will provide inspectors and assistance to oversee work being done on the contract. Prior to starting work, Staff will submit to TDOT Project Supervisor and City of Bartlett Project Manager a listing of personnel

PIN 112841.00, Fletcher Creek Greenway, Phase I

ATTACHMENT A

assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers will be supplied to the TDOT Project Supervisor and City of Bartlett Project Manager and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project. Staff will assemble, file, and submit as detailed above and any other required TDOT CEI documentation.

- G. Provide Construction Observations: Provide supervision of work observation services being conducted by BWSC and sub-consultants. Field technicians will be certified in the applicable TDOT certification workshops. BWSC will provide:
- A CEI Engineer/Manager responsible for CEI observations and submittal of CEI paperwork.
 - A full-time CEI Field Person to monitor the project and assist in obtaining data for the CEI program.
 - A half-time environmental field technician responsible for (EPSC) observation, monitoring, and reporting.
 - Necessary and appropriate administrative, engineering, and landscape architecture staff to provide for construction observations and documentation.
- H. Quality Assurance, Testing for Acceptance, and Training: PSI (BWSC sub consultant) will provide quality assurance testing for concrete, soil density, structural steel and asphalt. Staff will also be responsible for miscellaneous checking of material placement, dimensions and alignments to assure conformance to Plans and Specifications. Staff will assemble, file, and submit TDOT CEI documentation as required.
- I. Progress Payments: Staff will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor. Quantities will be drawn from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The TDOT Project Supervisor and the City of Bartlett Project Manager must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the City of Bartlett Project Manager for review and payment on a printout. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimated cutoff will be the last day of each month, except for the month of June with the submission of the quantities to the City of Bartlett Project Manager for review and payment by the sixth of each month. Copies

ATTACHMENT A

of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment. BWSC CEI staff will review the above requirements prior to recommendations for payment. Staff will then assemble, file, and submit TDOT CEI documentation as required

- J. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the TDOT Project Supervisor and the City of Bartlett Project Manager for processing. Staff will review such revisions for compliance with TDOT CEI requirements and assemble, file, and submit required TDOT CEI documentation.

- K. Distribution of Correspondence: Staff will submit to the TDOT Project Supervisor and the City of Bartlett Project Manager a copy of correspondence between BWSC, contractor, subcontractors, or others concerning matters related to the project. Staff will also maintain an office file copy for submission with the project Final Records.

- L. Observation of Work: Staff will provide work observation services for conformance to Plans and Specifications for pathways, structures, and specialty items that are being incorporated into the project. Observe, measure, and record quantities for payment. Record field measurements in project records for review by the Department and the City of Bartlett or auditors. The records will be recorded on a standard form (field book). Staff will also check traffic control, as needed. Staff will notify the contractor of deficiencies or problems immediately. BWSC is not charged with the role of safety inspector, but expected to have unsafe issues corrected by the Prime Contractor. Observe daily, with the Contractor's erosion control professional, erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector including:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Orders given the contractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged
 - Equipment arriving or leaving the project, idle equipment
 - Any other details that may be important later in the project life

PIN 112841.00, Fletcher Creek Greenway, Phase I

ATTACHMENT A

- M. Contractor's Payrolls, Contract Compliance: Staff will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract.
- N. Reports: A copy (electronic or paper) of reports as required by the administration of the contract will be provided to the Department and the City of Bartlett during construction, or to others as directed or needed.
- O. Final Records: Staff will submit a compilation of project records in the Department's standard format to the Final Records Department and the City of Bartlett after project completion. Staff will make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Staff will also submit final forms (FHWA-47, CC3, etc.) with the final records.
- P. Utility Relocations: Utility relocation is not part of this project.

3. ASSUMPTIONS

- The responsibilities of the Tennessee Department of Transportation on this project are:
 - TDOT Project Supervisor: Provide a project supervisor to oversee and coordinate with CEI Supervisor.
 - Offsite Fabrication Inspection: Provide inspection services for materials manufactured off site (i.e. bridge beams, concrete pipe, etc.)
- Contractor shall perform quality control testing necessary to control the production and construction processes applicable to the TDOT/Local Programs.
- Survey services can be proposed in separate contract.
- Permit fees, etc. to be paid by owner.
- Construction period is assumed to be one-hundred-fifty (150) calendar days.
- Work schedule assumed to be 40 hours per week.
- Services associated with as yet to be identified hazardous materials issues will be provided on a cost plus basis as a hazardous materials contingency service.
- No changes to existing permits.
- Staff requirements for this work are estimated as follows:

PIN 112841.00, Fletcher Creek Greenway, Phase I

ATTACHMENT A

Fletcher Creek Greenway CEI / CA Hours							
Manpower Category	Engineer	CEI Manager	RPR Manager	RPR Field	Environ. RPR	LA	Records
Project Hours	132	162	88	990	264	44	440

4. TIME OF PERFORMANCE

BWSC assumes a procurement period of thirty (30) days. A construction schedule of one-hundred-fifty (150) calendar days is assumed. Project closeout documents will be submitted within thirty (30) days of completion of construction and receipt of documents from the contractor.

5. OWNER'S RESPONSIBILITIES

- Assistance with expediting project development and review processes
- Appoint a single point of contact for project coordination purposes.

6. DELIVERABLES

The following items will be provided as part of our services.

Consultant submittal requirements as required by TDOT CEI manual to include but not be limited to:

- Pre-construction meeting report re: CEI Requirements
- Progress meeting reports re: CEI Requirements
- Daily Logs and Checklists
- Test Reports for subgrades and concrete
- Rainfall Data
- EPSC Observation Reports
- Borrow Area Observation Reports
- Request for change evaluation and recommendation
- Materials Acceptance Tests,
- Pre-Final Observation Report
- Final Observation/Acceptance Report
- Final Estimate and Summary Change Order
- End of Job Folder and Certificate (Project close-out documents)

ATTACHMENT A

7. COMPENSATION

BWSC proposes to provide services on a time and materials basis and suggests the following budget:

Work Performed	Unit	Fee
CEI/CA	Lump Sum	\$172,076
Quality Assurance Testing	Lump Sum	\$40,000
Total		\$212,076

Expenses will be billed at cost plus 15%
 Travel expenses as per state rates

PIN 112841.00, Fletcher Creek Greenway, Phase I

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Renewal of Computer-Assisted Dispatch maintenance agreement.



Invoice	IVC4004398
Date	4/14/2016
Page	1
Date Due	6/27/2016
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 858-799-7015

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Dennis Canon
Email: dcanon@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.		Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date	Master No.
2016.2017		TN078	6/27/2016	6/26/2017	6/27/2016	
Quantity	Item Number	Description	Unit Price	Ext. Price		
1	V-VMCAD002	CAD 24x7 Software Support #12096005 - Connection Mngn S/W Lic 5, CAD License 5, Paging Link S/W Lic 5, Server Lic 50-150kPOP1, -GeoRelay Lic 5, (Yr3) - CAD Zetron Model 26 5 - (Yr3)	\$20,273.14	\$20,273.14		
1	V-VPSCAD002	CAD Server Software License 50 - 150 K Pop #12096005 - CAD Server access license 24x7	\$1,399.86	\$1,399.86		
1	V-VMEJAL001	Jail 8x5 Software Support #12096005 - Server Software, Workstation SW Lic 2, 8x5, (Yr3) Dropping effective 6/27/16 per term letter dated 5/23/16	\$0.00	\$0.00		
1	V-VMEMBL002	Mobile 24x7 Software Support #12096005 - Mobile Server	\$6,268.06	\$6,268.06		
1	V-VMERMS001	RMS 8x5 Software Support #12096005 - Mobile Server, RMS Evidence + Bar Code, RMS traffic Accidents, RMS workstation Lic 15 (Yr3)	\$9,505.90	\$9,505.90		
1	V-VMERMS001	RMS 8x5 Software Support #1296005 - RMS Handheld client 8x5 (Yr3)	\$271.68	\$271.68		
1	V-VOTOTH021	VisionDATA VAULT Disastewr Recovery Option 20GB #12096005 (Yr3)	\$1,960.94	\$1,960.94		
1	V-VSETRN010	LMS User Subscription #12096005 (Yr3)	\$1,960.94	\$1,960.94		
1	V-VMEOTH001	MNHS 8x5 Software Support #120960056 - Yr2 \$4,050; Yr3 \$4,252.50 - prorated 4/28/16 - 6/26/17 = 425 days	\$4,715.75	\$4,715.75		
1	V-GEOMTE002	GeoComm GeoLynx 9-1-1 Software Support per client #12096005 - Admin License (Yr3)	\$288.75	\$288.75		
1	V-GEOMTE003	GeoComm GeoLynx 911 V7 Software License #12096005 (Yr3)	\$3,609.38	\$3,609.38		
1	V-GEOMTE004	GeoComm GeoLynx Stat Software Support Per Client #12096005 - GeoComm GeoLynx Sync Client 8x5 (Yr3)	\$184.80	\$184.80		
1	V-GEOMTE005	GeoComm GeoLynx Sync Server Software Support per server #12096005 - GeoComm GeoLynx Sync Server (Yr3)	\$577.50	\$577.50		
1	V-VMEINF001	INFORM IQ 8x5 Software Support	\$1,981.02	\$1,981.02		

Attachment: Trittech Annual Maintenance (1799 : Trittech/VisionAir Software Maintenance, CAD, RMS)



TRITECH

SOFTWARE SYSTEMS

Invoice	IVC4004398
Date	4/14/2016
Page	2
Date Due	6/27/2016
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 858-799-7015

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Dennis Canon
Email: dcanon@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.		Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date:	Master No.
2016.2017		TN078	6/27/2016	6/26/2017	6/27/2016	42,865
Quantity	Item Number	Description	Unit Price	Ext. Price		
1	V-VMEOTH002	#12096005 - Inform IQ (1-40 Concurrent Users) - (Yr3) Custom Solution Software Support	\$0.00	\$0.00		
1	V-VMEOTH002	#12096005 - AFIS interface 8x5, (Yr3) - Dropping effective 6/27/16 per term letter dated 5/23/16 Custom Solution Software Support	\$0.00	\$0.00		
1	V-VMEOTH002	#12096005 - VisionRMS Citation Publisher to CourtView, 8x5, - Client dropped per TCR#49. They agree that the product did not go live. Do not charge renewal support. Custom Solution Software Support	\$0.00	\$0.00		
1	V-VMEOTH002	#12096005 - VisionRMS Importer from JWorks, 8x5, - Client dropped per TCR#49. They agree that the product did not go live. Do not charge renewal support. Custom Solution Software Support	\$0.00	\$0.00		
1	V-VMEOTH002	SO#12096005 \ C3190 - 1 Courtview Jworks Arrest & Booking Interface (Inbound). Live 1/26/15. Courtview to bill client direct for Year 1 AND renewal support. Client dropped support effective 6/27/16	\$0.00	\$0.00		
1	V-VMEOTH002	Custom Solution Software Support SO#12096005 - 1 Courtview JWorks Court Case Management System. Yr 1 incl in orig. contract. Live 1/26/15. Client dropped support effective 6/27/16	\$0.00	\$0.00		
1	V-VMEDSB001	DASHBOARD - Analytics) Bundle Software Support #12096005 - (Yr3)	\$2,953.13	\$2,953.13		
1	V-VMECAD001	VisioCAD Geofile Update Utility 8x5 Mtc #12096005 (Yr3)	\$1,050.00	\$1,050.00		
1	V-VMEMBL001	Mobile 8x5 Software Support #12096005 - NCIC 8x5	\$524.95	\$524.95		
1	V-GEOMTE011	GeoComm GeoLynx DMS GIS Manager Support #12096005 - GeoComm DMS GIS Manager 8x5 (Yr3)	\$2,021.25	\$2,021.25		
1	V-GEOMTE016	VisionGIS < 150k Pop Mtc Support #12096005 - VisionGIS 8x5 (Yr3)	\$4,429.95	\$4,429.95		

Attachment: Trittech Annual Maintenance (1799 : Trittech/VisionAir Software Maintenance, CAD, RMS)



TRITECH

SOFTWARE SYSTEMS

Invoice	IVC4004398
Date	4/14/2016
Page	3
Date Due	6/27/2016
User	rawyh

5601 Barbados Boulevard
Castle Hayne, NC 28429

www.tritech.com
800-882-2108
Fax: 858-799-7015

Bill To:

Bartlett Police Department, City of
3730 Appling Road
Bartlett TN 38133

Tax ID: EXEMPT
Contact: Dennis Canon
Email: dcanon@bartlettpolice.org
Fax: (901) 385-5512 Ext. 0000

Purchase Order No.	Customer ID	Maint. Beg. Date	Maint. End Date	Payment Due Date	Master No.
2016.2017	TN078	6/27/2016	6/26/2017	6/27/2016	42,865
Quantity	Item Number	Description	Unit Price	Ext. Price	
1	V-VMEJAL002	Vision RMS Jail Publisher to Courtview IF #12096005 \ C3258 - 1 Bartlett Jail Publisher added C3190 2.25.14: Removed & replaced w/ Custom Jail Publisher, 8x5, (Yr3) - Dropping effective 6/27/16 per term letter dated 5/23/16	\$0.00	\$0.00	
1	V-VOTOH002	Remote Support Connectivity (Formerly Go To Assist) Yr3	\$420.00	\$420.00	

Tax ID 95-3871079
For questions-call 858-799-7401

INVOICES ARE EMAILED BUT NO HARD COPY IS MAILED.
THANK YOU

Subtotal	\$64,397.00
Tax	\$0.00
Total	\$64,397.00

Remit to: TriTech Software Systems, PO Box 203223, Dallas, TX 75320-3223

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Extension of Consultant Contract for Public Safety Radio System.



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10600 Arrowhead Drive
Fairfax, VA 22030
703-359-8200

TASK ORDER #1
Dated: May 26, 2016

ATTACHMENT TO CONSULTING SERVICES AGREEMENT
Agreement # FY2015-12-006
Dated: June 6, 2015

Task Order #1
PROJECT BARTN-PSMR-IMPLM-OTS
THE CITY OF BARTLETT, TENNESSEE
IMPLEMENTATION TECHNICAL SUPPORT

1.0 INTRODUCTION AND ISSUES

The City of Bartlett, Tennessee (City) has previously determined a need to upgrade its existing Public Safety Radio system to replace end of life technology and improve coverage. The City has received vendor proposals, explored options for system replacement, and contracted with a vendor for system implementation. The City has further determined the need for professional consulting support to assist the City during specific tasks of system implementation.

This Task Order provides a framework for **FE** to respond to specific implementation tasks, as well as other ad-hoc, short-term assignments regarding Bartlett's Public Safety Communications System. Through this Task Order, the City is provided with the mechanism to direct **FE** consulting efforts in an orderly fashion while maintaining control and visibility.

2.0 TASKS TO BE PERFORMED

Specific tasks as requested by the City are noted in subsections of Section 2 below.

Other tasks may be requested by the City as needed during the system implementation process, and may be initiated by email or written correspondence between **FE** and the City's Project Manager or his/her designee.

2.1 Equipment Staging Tests

Staging will be located in Lynchburg, VA. **FE** will attend the staging test to review all tests for compliance before system shipment as well as approve the test documents.

2.2 Coverage/Acceptance Tests:

The coverage acceptance testing requires that a City representative monitor the process throughout. **FE** will act as the representative for the City during this process through attending/witnessing coverage tests. Prior to the testing **FE** will review the AMK prepared coverage acceptance test plan (CATP), and request revisions as needed to ensure compliance with the RFP and Contract requirements. **FE** will also review AMK's coverage test results report and make recommendations to the City on acceptance.

3.0 SCHEDULE

These tasks will begin upon execution of this Task Order and remain active throughout the contract period of performance.

4.0 STAFFING/ORGANIZATION

Mr. Cliff Brown, Senior Consultant, will serve as the program manager with technical support from Mr. Ric Martin, Chief Consultant and other **FE** staff as necessary.

5.0 COST

Assignments will be performed on a time and materials basis in accordance with Table 1 below, and the rates in Schedule A of the Basic Services Agreement, and as attached. For any other tasks the City may request, upon receiving an assignment, **FE** will respond to the City's PM or their designee via email with an estimated cost to perform the assignment. Upon receipt and written acceptance of the estimated cost and a Notice to Proceed, **FE** will commence the assignment. During the assignment, if situations arise that cause a change in the estimated cost, **FE** will notify the City's PM or their designee of the revised estimate and the reason for the change.



Table 1 – Estimated Costs for Staging and Coverage/Acceptance Testing

Task	Estimated Hours	Estimated Labor Cost At \$160.00 per hour	Estimated Expense Cost	Estimated Task Total
Staging: • Staging Plan review • Attend Staging Tests	28	\$4,480	\$1,340.00	\$5,820.00
Coverage/ Acceptance Testing	88	\$14,080	\$3,049.00	\$17,129.00

Invoices will be submitted monthly. The invoices will detail each task assignment, the personnel assigned, the number of hours charged, and details regarding travel and other direct costs. Invoices will be submitted to the City Project Manager for processing.

6.0 ASSUMPTIONS AND CONSTRAINTS

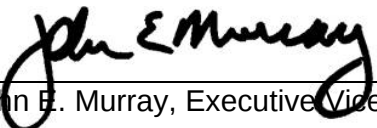
1. **FE** professionals will be directed by the City Project Manager or his designee according to assignments to be performed. The scheduling of **FE** resources will be mutually agreed upon based upon the needs of the City and the availability of the specific **FE** consultants.
2. This proposed Task Order assumes Federal Engineering, Inc. will perform tasks called out in Section 2 (excluding any other or optional tasks or services). The deletion of a task or significant change in scope of one or more tasks may affect the overall price. Additional or Optional tasks can be priced at the City's request and added to this SOW via a mutually agreeable contract modification.
3. **FE** will provide draft and final deliverables electronically to City, as required.
4. This SOW assumes that the City Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for onsite visits.



5. Any optional or additional tasking will be authorized by mutual agreement of City and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in Schedule A or on a fixed price basis as mutually agreed to in an additional task order by the City and **FE**.
6. **FE's** ability to fulfill this SOW depends, in part, on the directions provide by the City Project Manager as well as on the willingness and ability of the City, City participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**.

Submitted by **FE**

Authorization of work by
City of Bartlett, TN


John E. Murray, Executive Vice President

(Signature)

May 26, 2016

(Date)





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/16/16 07:00 PM
Department: Planning and Economic Development
Category: Report
Prepared By: Sam Harris
Department Head: Terry Emerick

Planning Commission Report for June 2016.

CONTINUED

Hearings

I. Richland Valley P.D. Phase 4, Butterfly View Lane (Brenda Solomito Basar, Solomito Land Planning)

INTRODUCTION: Ms. Brenda Solomito Basar with Solomito Land Planning is requesting Planning Commission approval to amend the Richland Valley Planned Development (P.D.), Phase 4. This phase of the subdivision is located north of Wolflake Drive, south of Spotted Fawn Drive, and west of New Brunswick Road within the "RS-15" Residential Zoning District.

BACKGROUND: On March 5, 2007, the Planning Commission approved Richland Valley P.D., Phase 4. The original approved Phase 4 plan was for the development of 42-residential lots on 12.628-acres of land. The plan included an extension of Butterfly View Lane through the 5.1-acre parcel with a cul-de-sac. On April 4, 2016, the Planning Commission approved a revised Construction and Final Plan for Phase 4 for 23-lots on 7.25- acres of land. The revised plan shows that Butterfly Lane stubs to the 5.1 acres of land. The reduction of the land/lots was due to the industrial land owner to the south of the Richland Valley purchasing a vacant 5.1-acre portion of Phase 4.

DISCUSSION: The specific request by the applicant is for approval to remove the 5.1-acre parcel of land from the Richland Valley P.D., Phase 4. In the future, the applicant intends to rezone the property from "RS-15" Residential to "I-P" Planned Industrial and add the land to the adjacent industrial park. This will provide an opportunity for the applicant to add and expand industrial buildings on the site.

2. Bartlett Logistics Planned Development Rezoning (Brenda Solomito Basar, Solomito Land Planning)

INTRODUCTION: Ms. Brenda Solomito Basar with Solomito Land Planning is requesting Planning Commission approval to rezone 5.1-acres of land that has been removed from the Richland Valley Planned Development Phase 4 (P.D.). The subject property is located north of Wolflake Drive, south of Spotted Fawn Drive, and west of New Brunswick Road within the "RS-15" Residential Zoning District.

BACKGROUND: On April 5, 2004, the subject property once a part of a 16-acre parcel of

land was rezoned from “I-P” Industrial to “RS-15” Residential. On March 5, 2007, the Planning Commission approved the addition of the rezoned property to the Richland Valley P.D. (Phase 4). The original approved Phase 4 plan was for the development of 42-residential lots on 12.628 acres of land. However on April 4, 2016, the Planning Commission approved the Construction and Final Plan for Phase 4. The land/lots were reduced to 23-lots on 7.25- acres of land due to the adjacent industrial landowner purchasing a vacant 5.1-acre portion of the Phase 4.

DISCUSSION: The specific request by the applicant is for approval to rezone a 5.1-acre parcel of land from “RS-15” Residential to “I-P” Planned Industrial Park. Once the property is rezoned, the applicant intends to add the land to the adjacent Bartlett Logistics Planned Development. This will provide an opportunity for the applicant to expand some of the existing industrial buildings that currently back-up to the Richland Valley residential development.

(Applicant requested the two hearings above be continued again until the Tuesday, July 5, 2016 Planning Commission meeting.)

Motion was made and continuation approved to continue Items 1 and 2 above.

NEW BUSINESS

Hearings

3. Brunswick Village PD, Phase 2 Area B, East of Brunswick Road, south side of Ladurl Drive (Regency Home Builders)

INTRODUCTION: Mr. Paul Ryan with Regency Home Builders is requesting Planning Commission approval to reinstate the Brunswick Village Planned Development (PD), Phase 2 Area B. The subject property is located east of Brunswick Road on the south side of Ladurl Drive within the “R-TH” Townhouse Residential Zoning District.

BACKGROUND: On June 4, 2012, the Planning Commission approved the removal of the quads/condominium Area B from the Brunswick Village P.D. development plan.

DISCUSSION: The specific request by the applicant is for the reinstatement of the Brunswick Village Phase 2, Area B quad condominium unit plan with the following changes:

1. The previous plan had a club house and pool amenity. The applicant would like to replace the pool with an outdoor kitchen adjacent to the club house;
2. Remove the requirement for the 6-foot tall privacy fence along the east, south, and west property lines, and replace it with additional evergreen landscaping, planted 10-feet on center;
3. Remove the internal connector walkways but install the internal pedestrian walkways

along both sides of the private driveways;

4. Remove the previous requirement for units to be owner occupied. This will give the unit owners the option to lease the units at a future time, and allow the leasing of all units if there is a change in market conditions.

Additionally, the applicant is requesting that following requirements be added to the recorded plat:

- The minimum heated floor area per unit is 1,600 square feet;
- Each unit shall have a two car garage;
- The front elevations for each unit shall have a minimum of 75% brick;
- The side and rear elevations of each unit shall have a minimum of 50% brick;
- Vinyl windows shall be installed on all units;
- Dimensional 25 year roof shingles shall be installed on all units;
- Gutters and downspouts shall be installed on all units; and,
- All exterior building maintenance, common areas, and private drives shall be the responsibility of the condominium association.

Approved with conditions of staff except the “Owner Occupancy” requirement shall remain and the fence requirement will be determined by the staff.

4. Bartlett Station PD - PRD-I, NW Corner Sycamore View & Main Street (David Porter, W.H. Porter Consultants)

INTRODUCTION: Mr. David Porter with W.H. Porter Consultants is requesting Planning Commission approval of Bartlett Station Planned Residential Development (PRD). The subject property is located on the northwest corner of Main Street and Sycamore View Road. The subject property is within the “RS-12” Single Family Residential Zoning District in the Bartlett Station area, but the property is not located within the Historic District.

BACKGROUND: The subject property is recorded as Lot 7 on the 1872 Town of Bartlett plat. The subject property was included as a part of the Old Town Bartlett PRD that was approved by the Planning Commission in 2001 and 2002.

DISCUSSION: The specific request by the applicant is to subdivide 0.99-acres of land into a 6-lot planned residential subdivision and 1-lot of common open space in the center of the development. The lot sizes will be 4,000-square feet with lot widths of 40-feet. All lots will have two-car attached rear yard garages with access from a private 18-foot wide alley to be built along the north property line. The alley will have gated access to Sycamore View Road. All lots will be constructed with the front facades facing Main Street. The applicant is proposing a wrought iron fence around the entire property to measure 4-feet tall along the street frontages and 6-feet tall along the residential boundaries to the north and west. Detention for the subject property will be handled by an underground detention basin to be built underneath the common open space in the center of the property.

Overall Site Area:	0.99-acres
Lot Width:	40-feet (Minimum - 34-feet)
Lot Area:	4,000-sq.ft. (Minimum - 3,500-sq.ft.)
Front Yard Setback:	15-feet (Minimum - 10-feet with ROW width of 50-feet)
Rear Yard Setback:	10-feet (Minimum - 5-feet)
Side Yard Setback:	5-feet
Minimum Heated Living Space:	2,119-sq.ft.
Common Open Space Area:	33% (Minimum - 20%)

Deferred for 30 days at recommendation of staff to give the applicant adequate time to address the conditions.

SITE PLAN

5. Precision Laser Art, 7933 Stage Hills Blvd. (Kay Reeves, SR Consulting)

INTRODUCTION: Ms. Kay Reeves with SR Consulting is requesting Planning Commission approval of a site plan for a warehouse/office building. The subject property is a vacant parcel located at 7933 Stage Hills Boulevard. It is within the "I-P" Planned Industrial Park.

BACKGROUND: The 1.20-acre subject property is located on lot 39 of Bartlett Corporate Park East Phase 2. The applicant is proposing to reconfigure the west property line of lot 39 and move it 65-feet east to make it 120-feet wide instead of the current 185-feet width.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct a 9,000-square foot warehouse building that will be built centered on the lot. Access to the site will be from a new 44-foot wide driveway off Stage Hills Blvd. Other features of the development include a 25-foot landscape buffer along the street frontage, a detention basin and rain garden in the rear of the property, and a dumpster enclosure located behind the rear elevation of the building. The specifics of the site plan are as follows:

Site Data	
Site Area:	1.20-acres (52,449-square feet)
Total Required Parking Spaces: (1.25 spaces per 1,000-sq.ft., plus 4 spaces)	15
Total Proposed Parking Spaces:	14
Handicap Accessible:	1-Van Accessible (1 required with 14 spaces)

Regular:	13
Proposed Total Building Area:	9,000-square feet
Greenspace/Open-space:	59.3%
Building Height:	20-feet (1-story)

Approved with conditions of staff.

SUBDIVISION
FINAL PLAN

6. Reyes Subdivision, South side of N. Westbrook, West of Germantown Rd. (Paul Bray, The Bray Firm)

INTRODUCTION: Mr. Paul Bray with the Bray Firm is requesting Planning Commission approval of a final plan for the Reyes Subdivision. The subject property is located on the south side of North Westbrook Road west of Germantown Road within the “RS-15” Residential Zoning District.

BACKGROUND: The subject property was created by Warranty Deed dated November 5, 1956, and it was deeded from the property to the south. It is a vacant lot that is not a legal buildable lot.

DISCUSSION: The specific request by the applicant is for Planning Commission approval to subdivide 0.94-acres of land into a 2-lot subdivision. The lots will range in size from 0.453-acres to 0.489-acres. Once recorded as a 2-lot subdivision, the lots shall be combined, and the plat shall be rerecorded. The owner/applicant will then have an opportunity to obtain a building permit to construct a home on Lot 1.

Approved with conditions of staff.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for April 2016.

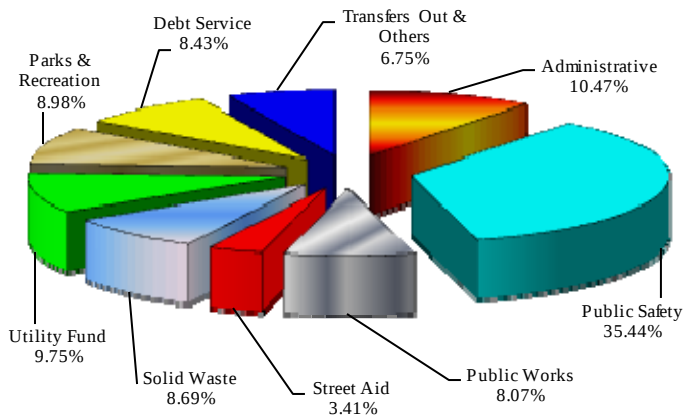


City of Bartlett

FINANCIAL REPORT

April 30, 2016

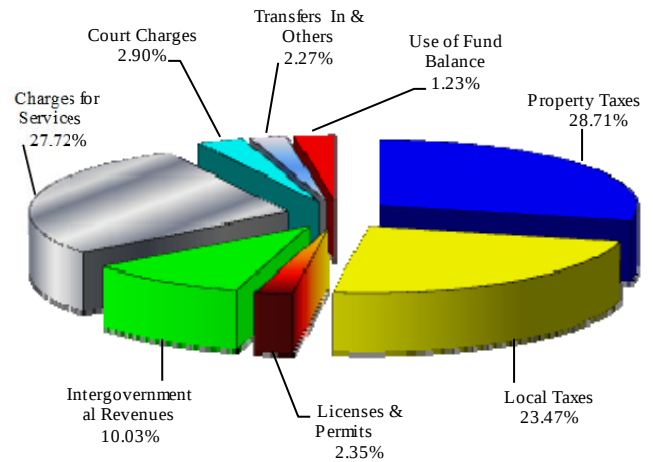
Total Expenditures, FY 2016 Budget: \$70,251,836



BUDGET HIGHLIGHTS

- Local Sales Tax & Property Taxes collections are more than budget. However, Court Charges are below budget.
- Property taxes are delinquent March 1, delinquent notices have been mailed.
- Fiscal Year 2017 budget were presented to the Board of Mayor and Aldermen on May 10.

Total Revenues, FY 2016 Budget: \$70,251,836



FY 2016 YEAR-TO-DATE For The Period Ending April 30, 2016

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 6,956,654	\$ 5,052,308
Public Safety	24,279,527	19,501,637
Public Works	5,543,467	4,356,339
Parks and Recreation	5,650,587	4,325,352
Performing Arts	601,966	473,833
Transfers & Other Gen. Fund Items	4,278,444	5,401,790
Subtotal	\$ 47,310,645	\$ 39,111,259
General Fund Revenues		
Property Taxes	\$ 20,145,000	\$ 19,827,142
Local Taxes	13,299,500	8,623,993
Building and Development Fees	1,652,000	1,212,683
Intergovernmental	5,519,500	3,663,318
Charges for Services	3,830,084	2,985,456
Court Charges	175,000	1,186,949
Other Revenue	1,149,561	394,307
Subtotal	\$ 47,310,645	\$ 37,893,849
Special Rev. Funds -Expenditures	\$ 10,099,915	\$ 9,295,993
Special Rev. Funds -Revenues	\$ 10,099,915	\$ 8,351,259
Utility Expenses	\$ 8,627,200	\$ 6,591,217
Utility Revenues	\$ 8,627,200	\$ 6,921,296
Debt Service Expenditures	\$ 4,214,076	\$ 4,090,085
Debt Service Revenues	\$ 4,214,076	\$ 3,017,752
Total Expenditures	\$ 70,251,836	\$ 59,088,555
Total Revenues	\$ 70,251,836	\$ 56,184,155

Note: FY 2016 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds and the Debt Service Fund.

Attachment: Apr16FinRpt (1825 : Treasurer's Report for April 2016)



City of Bartlett -- Financial Summary For The Period Ending April 30, 2016



	FY 2015 Actual	FY 2016 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2015	Year-to-Date Actual FY 2016	Increase/ Decrease in \$	Percent of FY 2015 Actual	Percent of FY 2016 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,301,665	\$ 6,956,654	\$ 654,989	\$ 5,173,442	\$ 5,052,308	\$ (121,133)	82.10%	72.63%	-9.47%
Public Safety	23,267,781	24,279,527	1,011,746	19,254,155	19,501,637	247,482	82.75%	80.32%	-2.43%
Public Works	5,191,609	5,543,467	351,858	4,233,043	4,356,339	123,296	81.54%	78.59%	-2.95%
Parks and Recreation	5,099,667	5,657,147	557,480	4,074,853	4,325,352	250,499	79.90%	76.46%	-3.45%
Performing Arts	546,656	595,406	48,750	475,251	473,833	(1,419)	86.94%	79.58%	-7.36%
Transfers & Other Gen. Fund Items	2,590,831	4,278,444	1,687,613	2,583,831	5,401,790	2,817,959	99.73%	126.26%	26.53%
Total General Fund Expenditures	\$ 42,998,207	\$ 47,310,645	\$ 4,312,438	\$ 35,794,575	\$ 39,111,259	\$ 3,316,684	83.25%	82.67%	-0.58%
General Fund Revenues									
Property Taxes	\$ 20,013,404	\$ 20,145,000	\$ 131,596	\$ 19,602,011	\$ 19,827,142	\$ 225,131	97.94%	98.42%	0.48%
Local Taxes	12,963,116	13,299,500	336,384	8,137,611	8,623,993	486,382	62.78%	64.84%	2.07%
Building and Development Fees	1,689,573	1,652,000	(37,573)	1,274,354	1,212,683	(61,670)	75.42%	73.41%	-2.02%
Intergovernmental	5,663,855	5,519,500	(144,355)	3,447,766	3,663,318	215,552	60.87%	66.37%	5.50%
Charges for Services	3,647,577	3,830,084	182,507	2,773,777	2,985,456	211,679	76.04%	77.95%	1.90%
Court Charges	1,578,879	1,715,000	136,121	1,265,785	1,186,949	(78,836)	80.17%	69.21%	-10.96%
Other Revenue	414,791	1,149,561	734,770	303,029	394,307	91,278	73.06%	34.30%	-38.76%
Total General Fund Revenues	\$ 45,971,194	\$ 47,310,645	\$ 1,339,451	\$ 36,804,333	\$ 37,893,849	\$ 1,089,516	80.06%	80.10%	0.04%
Special Revenue Funds									
Street Aid Fund	\$ 1,550,990	\$ 2,395,000	\$ 844,010	\$ 1,159,049	\$ 1,837,774	\$ 678,724	74.73%	76.73%	2.00%
Solid Waste Fund	5,580,563	6,299,652	719,089	4,641,574	4,958,122	316,547	83.17%	78.70%	-4.47%
General Improvement Fund	574,108	650,000	75,892	498,066	601,276	103,210	86.75%	92.50%	5.75%
Drug Enforcement Fund	244,579	304,600	60,021	202,241	220,730	18,489	82.69%	72.47%	-10.22%
DEA Enforcement Fund	154,767	279,900	125,133	146,556	213,598	67,042	94.69%	76.31%	-18.38%
Drainage Control Fund	103,302	120,763	17,461	88,097	78,180	(9,917)	85.28%	64.74%	-20.54%
Park Improvement Fund	6,656	50,000	43,344	6,656	0	(6,656)	0.00%	0.00%	0.00%
Grant Funds	1,030,251	0	(1,030,251)	191,891	1,386,314	1,194,423	18.63%	0.00%	-18.63%
Special Revenue Funds - Expenditures	\$ 9,245,217	\$ 10,099,915	\$ 854,698	\$ 6,934,130	\$ 9,295,993	\$ 2,361,863	75.00%	92.04%	17.04%
Special Revenue Funds - Revenues	\$ 9,562,901	\$ 10,099,915	\$ 537,013	\$ 6,896,745	\$ 8,351,259	\$ 1,454,514	72.12%	82.69%	10.57%
Utility Fund									
Total Utility Operations	\$ 6,010,663	\$ 6,839,671	\$ 829,008	\$ 4,670,969	\$ 4,993,009	\$ 322,041	77.71%	73.00%	-4.71%
Total Utility Debt Expenses	1,585,477	1,700,343	114,866	1,518,621	1,598,208	79,587	95.78%	93.99%	-1.79%
Contribution to Fund Balance	0	87,186	87,186	0	0	0	0.00%	0.00%	0.00%
Total Utility Expenses	\$ 7,596,140	\$ 8,627,200	\$ 1,031,060	\$ 6,189,590	\$ 6,591,217	\$ 401,627	81.48%	76.40%	-5.08%
Total Utility Revenues	\$ 8,487,525	\$ 8,627,200	\$ 139,675	\$ 7,109,861	\$ 6,921,296	\$ (188,566)	83.77%	80.23%	-3.54%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,009,283	\$ 4,214,076	\$ 204,793	\$ 3,892,348	\$ 4,090,085	\$ 197,738	97.08%	97.06%	-0.03%
Total Debt Service Revenues	\$ 3,898,504	\$ 4,214,076	\$ 315,572	\$ 2,849,817	\$ 3,017,752	\$ 167,935	73.10%	71.61%	-1.49%
Total Expenditures	\$ 63,848,847	\$ 70,251,836	\$ 6,402,989	\$ 52,810,643	\$ 59,088,555	\$ 6,277,912	82.71%	84.11%	1.40%
Total Revenues	\$ 67,920,125	\$ 70,251,836	\$ 2,331,711	\$ 53,660,756	\$ 56,184,155	\$ 2,523,399	79.01%	79.98%	0.97%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/16/16 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Stan Burton to the Design Review Commission.

Stan Burton will complete Frederic Rudd's term. The term will expire December 31, 2016.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 06/16/16 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

AGENDA ITEM

Appoint Matt Crenshaw to the Pension Board and to the Retirement Plan Committee.

Matt Crenshaw will complete Aaron Davidson's term. The term will expire December 31, 2016.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 06/16/16 07:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

AGENDA ITEM

Appoint Ted Archdeacon to the Pension Board and to the Retirement Plan Committee.

Ted Archdeacon will replace Peter Voss as a permanent member of the Pension Board and the Retirement Plan Committee.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1798)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1798

Resolution 21-16, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls.

WHEREAS, the Shelby County Trustee's office has identified delinquent property taxes that have been determined to be uncollectible and has removed all tax, interest, penalties and associated costs from the Trustee's tax system; and

WHEREAS, the City of Bartlett has determined that these taxes dating from Tax Year 2005 through 2007 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the taxes, interest, penalties and associated costs on the properties listed in the attached Schedule A totaling \$42.17 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of June 16, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

BARTLETT WRITE-OFF

EXHIBIT A

UNCOLLECTABLE TAXES

TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2015
THRU JUNE 30, 2016

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB184911	50135	2006	ARLINGTON FENCE CO	7540 GREYSTONE OAKS AVE	OUT OF BUSINESS	\$7.86
PB184911	50079	2007	ARLINGTON FENCE CO	7540 GREYSTONE OAKS AVE	OUT OF BUSINESS	\$6.01
PB127881	40332	2005	BSI CAR STEREO	3025 KIRBY WHITTEN RD STE	OUT OF BUSINESS	\$28.30
						\$42.17



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1803)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1803 A

Resolution 22-16, a resolution to amend the Fiscal Year 2015-2016 General Purpose School Fund Budget of the Bartlett City Board of Education.

WHEREAS, the Bartlett Board of Mayor and Aldermen are required to approve the Bartlett City Board of Education General Purpose School Fund original budget and any amendments; and

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its Fiscal Year 2015-2016 Operating Budget at its regular meeting on May 26, 2016 which is labeled "Exhibit A" and made a part of this resolution by reference;

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

Adopted this day of June 16, 2016

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT A**FY 2015-2016 GENERAL PURPOSE SCHOOL FUND AMENDMENT**



RESOLUTION 3-6

A RESOLUTION TO AMEND THE 2015-2016 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 do not change the total amount of the budget but only require the transfer of funds from one function to another.

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

Section 1. That the annual General Purpose Fund Budget for the 2015-2016 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts

2015-16 GENERAL FUND BUDGET EXPENDITURES	\$72,200,815
Expenditures are amended in the following categories:	
141-72310-33100-110-1000-0000 Board of Education Legal Services is amended from \$ 60,000 to \$35,000	(\$25,000)
141-72310-50500-110-1000-0000 Board of Education Judgments is amended from \$47,800 to \$22,800	(\$25,000)
141-72710-31200-635-1000-0000 Transportation Contracts with Private Agencies is amended from \$2,500,000 to \$2,250,000	(\$250,000)
141-72710-39900-635-1000-0000 Transportation Other Contracted Services is amended from \$84,660 to \$54,660	(\$30,000)

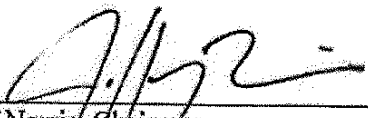
Page 1

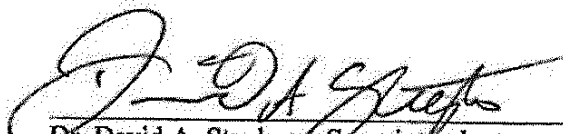
141-72810-59900-360-1000-0000 Technology Other Charges is amended from \$359,900 to \$304,900	(55,000)
141-72620-33500-815-1000-0000 Maintenance of Plant Building and Equipment Maintenance is amended from \$387,500 to \$817,500	\$430,000 XX \$330,000
141-72210-52400-335-1000-0000 Regular Instruction Support In-Service/Staff Development is amended from \$57,920 to \$112,920	\$55,000
2015-16 GENERAL FUND BUDGET REVENUES	72,200,815
Revenues are not amended	

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 May 26, 2016 from and after its adoption by the Bartlett City Board of Education.

Adopted this 26 day of May, 2016.


 Jeff Norris, 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

SCHEDULED

RESOLUTION (ID # 1805)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1805

Resolution 23-16, a resolution to amend the Fiscal Year 2015-2016 Education Capital Projects Fund Budget of the Bartlett City Board of Education.

WHEREAS, the Bartlett Board of Mayor and Aldermen are required to approve the Bartlett City Board of Education Capital Projects Fund original budget and any amendments; and

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its Fiscal Year 2015-2016 Education Capital Projects Fund budget at its regular meeting on May 26, 2016 which is labeled "Exhibit C" and made a part of this resolution by reference;

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

Adopted this day of June 16, 2016

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT C
FY 2015-2016 SPECIAL REVENUE SCHOOL FUND AMENDMENT
EDUCATION CAPITAL PROJECTS FUND



RESOLUTION 3-8

A RESOLUTION TO AMEND THE 2015-2016 FISCAL YEAR EDUCATION CAPITAL PROJECTS FUND 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 Education Capital Projects Fund Budget change the total amount of the budget, as recognized by the increase in miscellaneous revenue.

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

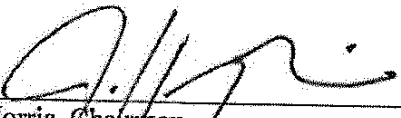
Section 1. That the Education Capital Projects Fund Budget for the 2015-2016 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2015-16 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$990,000
Revenues are amended in the following category:	
177-44170-00000-000-0000-0000 Misc. Revenue is amended from \$990,000 to \$1,265,000	\$275,000
Amended Capital Project Fund Budget Revenues:	\$1,265,000
2015-16 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$990,000
Expenditures are amended in the following category:	
177-91300-39900-000-0000-0000 Other Contracted Services is amended from \$641,084.90 to \$916,084.50	\$275,000
Amended Education Capital Project Fund Budget Expenditures:	\$1,265,000

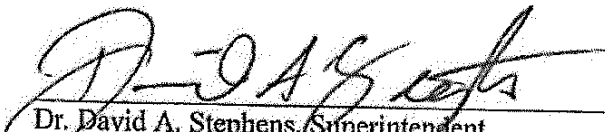
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective May 26, 2016 from and after its adoption by the Bartlett City Board of Education.

Adopted this 26 day of May, 2016.



Jeff Norris, 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

SCHEDULED

RESOLUTION (ID # 1804)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1804

Resolution 24-16, a Resolution to amend the Fiscal Year 2015-2016 Federal Funds Budget of the Bartlett City Board Of Education.

WHEREAS, the Bartlett Board of Mayor and Aldermen are required to approve the Bartlett City Board of Education Federal Funds original budget and any amendments; and

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its Fiscal Year 2015-2016 Special Revenue Fund Federal Funds budget at its regular meeting on May 26, 2016 which is labeled "Exhibit B" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the Fiscal Year 2015-2016 Bartlett City Board of Education Special Revenue Fund Federal Funds Budget amendment is approved, as detailed in "Exhibit B".

Adopted this day of June 16, 2016

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT B
FY 2015-2016 SPECIAL REVENUE SCHOOL FUND AMENDMENT
FEDERAL FUND



RESOLUTION 3-7

A RESOLUTION TO AMEND THE 2015-2016 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 2015-2016 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 FUND REVENUES:	\$5,155,612
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Revenues are amended in the following categories:

142-47141	Title is amended from \$2,805,908 to \$2,817,061	<u>\$11,153</u>
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Amended Federal Fund Revenues Budget	<u>\$5,166,765</u>
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TITLE 1-A BUDGET	\$1,558,679
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Expenditures are amended in the following categories:

169	Part Time Personnel is amended from \$146,672 to \$ 171,327	\$24,655
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195	Certified Substitute Teachers from \$15,000 to \$19,000	\$4,000
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201	Social Security is amended from \$41,529 to \$47,360	\$5,831
207	Medical Insurance is amended from \$85,747 to \$75,510	(\$10,237)
212	Employer Medicare is amended from \$9,712 to \$10,073	\$361
399	Other Contracted Services is amended from \$10,000 to \$21,034	\$11,034
429	Instructional Supplies & Materials is amended from \$100,000 to \$110,666	\$10,666
524	Inservice/Staff Development is amended from \$22,674 to \$23,730	\$1,056
599	Other Charges is amended from \$27,496 to \$27,570	\$74
722	Equipment is amended from \$495,347 to \$487,179	(\$8,168)
	Indirect Costs is amended from \$20,850 to \$21,712	\$862

Amended Title 1-A Budget

\$1,598,813

TITLE 1-D BUDGET

\$33,824

Expenditures are amended in the following categories:

429	Instructional Supplies and Materials is amended from \$4,400 to \$5,552	\$1,152
722	Equipment - from \$1,000 to \$0	(\$1,000)
	Indirect Costs is amended from \$644 to \$667	\$22

Amended Title 1-D Budget

\$33,998

TITLE 1-N BUDGET**\$383,875**

Expenditures are amended in the following categories:

169	Part time Personnel is amended from \$107,410 to \$163,575	\$56,165
201	Social Security is amended from \$6,660 to \$10,036	\$3,376
212	Employer's Medicare is amended from \$1,558 to \$2,336	\$778
399	Other Contract Services is amended from \$16,600 to \$29,386	\$12,786
429	Instructional Supplies & Materials is amended from \$104,514 to \$91,382	(\$13,132)
524	In-Service Staff Development is amended from \$0 to \$3,000	\$3,000
722	Equipment is amended from \$142,398 to \$80,621	(\$61,777)
	Indirect Costs is amended from \$4,735 to \$5,994	<u>\$1,259</u>

Amended Title 1-N Budget**\$386,330****TITLE I - CONSOLIDATED ADMINISTRATION****\$440,482**

Expenditures are amended in the following categories:

207	Medical Insurance is amended from \$34,734 to \$26,785	(\$7,949)
355	Mileage is amended from \$6,000 to \$2,000	(\$4,000)
524	In-Service/Staff Development is amended from \$23,873 to \$12,343	(\$11,530)
790	Equipment is amended from \$9,678 to \$845	(\$8,833)
	Indirect Costs is amended from \$8,447 to \$7,978	<u>(\$470)</u>

Amended Title I Consolidated Administration Budget**\$407,700**

TITLE II-A BUDGET**\$341,055**

Expenditures are amended in the following categories:

195	Certified Substitute Teachers is amended from \$0 to \$900	\$900
201	Social Security is amended from \$14,210 to \$14,266	\$56
207	Medical Insurance is amended from \$10,776 to \$11,314	\$538
212	Medicare is amended from \$3,323 to \$3,336	\$13
355	Mileage is amended from \$575 to \$0	(\$575)
429	Instructional Supplies & Materials is amended from \$10,801 to \$9,833	(\$968)
524	Inservice/Staff Development is amended from \$33,553 to \$34,242	\$689
	Indirect Costs is amended from \$6,687 to \$6,701	\$14

Amended Title II-A Budget**\$341,722****TITLE III ELL BUDGET****\$37,664**

Expenditures are amended in the following categories:

429	Instructional Supplies & Material is amended from \$29,201 to \$29,506	\$305
524	Inservice/Staff Development is amended from \$7,164 to \$7,354	\$190
	Indirect Costs is amended from \$738 to \$748	\$10

Amended Title III-A Budget**\$38,169****IDEA, Pt B****\$2,251,412**

Expenditures are amended in the following categories:

116	Teachers is amended from \$290,930 to \$140,313.	(\$150,617)
355	Travel is amended from \$0 to \$1,400	\$1,400
429	Instructional Supplies is amended from \$50,000 to \$200,617	\$150,617
499	Other Supplies and Materials is amended from \$38,000 to \$36,600	(\$1,400)

Amended IDEA, Pt B Budget**\$2,251,412**

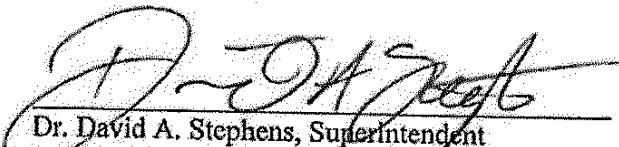
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective May 26, 2016 from and after its adoption by the Bartlett City Board of Education.

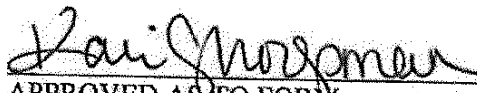
Adopted this 26 day of May, 2016.



Jeff Norris, 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

SCHEDULED

RESOLUTION (ID # 1819)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1819

Resolution 25-16, a resolution authorizing the execution and delivery of a lease purchase agreement for the acquisition of computers for the Bartlett City School System and an agreement with the Bartlett City Board of Education for the payment of obligations under the lease purchase agreement.

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

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

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

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

Section I. The Lease. The amount of the Lease shall not exceed \$1,960,000 and the term of the Lease shall not exceed four years, which term is less than the useful life of the Property. The form, terms and provisions of the Lease which is before this Board at this meeting are hereby approved, and the Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease in the name and on behalf of the City; the Lease is to be in generally the form now before this Board at this meeting and hereby approved, or with

such changes therein not inconsistent with this resolution as shall be approved by the Mayor executing the same, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Lease before this Board at this meeting; and from and after the execution and delivery of the Lease, the officers of the Lessor are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease as executed, all as authorized by Tennessee Code Annotated, Sections 7-51-901 et seq.

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

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

Adopted this 16th day of June, 2016.

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

A. Keith McDonald, Mayor

ATTEST: _____
Stefanie McGee
City Clerk



Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

May 12, 2016

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

Dear Teresa Winter:

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

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

- Lease Schedule 221 – Print and sign two copies.
- Certificate of Acceptance – Print and sign one copy. Do not insert the date in Paragraph 1. We will contact you to confirm the delivery date and insert that date upon confirmation.
- Notice and Acknowledgement of Assignment – Print and sign three copies.
- Certificate of Signature Authority of Lessee – print one copy and complete as requested.
- Insurance Request – print one copy, complete and sign. If you prefer you may contact your agent directly and have the insurance certificates sent directly to me.
- Essential Use/Source of Funds Certificate – print one copy, complete and sign.
- Request for Opinion of Counsel and Standard Opinion of Counsel – Forward to Attorney.
- IRS Form 8038-G with instructions.
- Acceptance of Rental Payment Obligation – print one copy, complete and sign.

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

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

- Purchase Order. The purchase order should reference: a total cost of \$1,960,000.00 [\$1,960,000.00 for equipment, \$0.00 for e-Waste fees (if applicable) and \$0.00 for sales tax (if applicable)]; Apple Quote 2212851830; and must include Ship To and Bill To addresses.

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

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

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

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

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

Sincerely,
GREG HUBACH
AFS Education Finance Program
Contracts Administrator

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)



Financial Services
Education Finance

Muni

Lease Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple

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

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

NOTE: Please provide scanned copies of the above items to documents@appleleasefinance.com

Documents Required Prior to Funding

Mailed to Apple

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

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)

AFS Education Finance

Schedule # 221
Master Lease Agreement # 426

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

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

EQUIPMENT SCHEDULE

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

Part #	Description	Qty	Price	Extended Price
BL3U2LL/A	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVN2LL/A) (Total Units: 2000)	400	\$3,820.00	\$1,528,000.00
SF115LL/A	AppleCare for Enterprise for MB - 36 Months - Tier 1 (Below 10,000 Units)	2000	\$216.00	\$432,000.00
			TOTAL	\$1,960,000.00

TRANSACTION TERMS:

RENT: \$374,161.64 per Year (Tax Exempt) Equipment Cost: \$1,960,000.00
 PAYABLE: Yearly in Advance e-Waste: \$0.00
 ADVANCE RENT: N/A Taxes: \$0.00
 ADVANCE RENTAL/ \$500,000.00 (Tax Exempt) **TOTAL: \$1,960,000.00**
 UPFRONT PAYMENT

EQUIPMENT PURCHASE OPTION at END of LEASE:

☒ \$1.00 ☐ Fair Market Value ☐ Other:

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

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

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

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

IMPORTANT:

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

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

ACCEPTED BY:

LESSOR: APPLE INC.

PROPOSED BY:

LESSEE: CITY OF BARTLETT

BY: _____
NAME & _____
TITLE: _____

DATE: May 12, 2016

BY: _____
NAME & _____
TITLE: _____

DATE: May 12, 2016 FED. TAX ID#: _____

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)

AFS Education Finance

Certificate of Acceptance for Schedule # 221 Master Lease Agreement # 426

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

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

LEASED EQUIPMENT		
PART #	EQUIPMENT MODEL & DESCRIPTION	QTY
BL3U2LL/A	MacBook Air 5-pack (11-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) (Part Number: MJVN2LL/A) (Total Units: 2000)	400
SF115LL/A	AppleCare for Enterprise for MB - 36 Months - Tier 1 (Below 10,000 Units)	2000

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

1. AS OF _____, THE EQUIPMENT HAS BEEN DELIVERED TO THE LOCATION WHERE IT WILL BE USED, WHICH IS THE EQUIPMENT LOCATION GIVEN IN THE LEASE.
2. THE EQUIPMENT HAS BEEN INSPECTED AND IT IS (a) COMPLETE, (b) PROPERLY INSTALLED, (c) FUNCTIONING, AND (d) IN GOOD ORDER.
3. THE UNDERSIGNED ACCEPTS THE EQUIPMENT FOR ALL PURPOSES UNDER THE LEASE AS OF THE DATE OF THIS CERTIFICATE. THE RENT COMMENCEMENT DATE SHALL BE JUNE 1, 2016.
4. THE UNDERSIGNED IS NOT IN DEFAULT UNDER THE LEASE, AND ALL ITS STATEMENTS AND PROMISES IN THE LEASE ARE TRUE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN SCHEDULE NO. 221, THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS AND SUPERSEDES THE SCHEDULE AND IS HEREBY INCORPORATED BY REFERENCE THEREIN. THIS CERTIFICATE OF DELIVERY AND ACCEPTANCE AMENDS EQUIPMENT SCHEDULE NO. 221 TO THE EXTENT OF THE INFORMATION HEREIN CONTAINED.

LESSEE: CITY OF BARTLETT

BY: _____

TITLE: _____

DATE: _____

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated: May 12, 2016

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Apple Inc. ("Assignor") hereby gives notice that Assignor has assigned to TEQlease, Inc. ("Assignee") all of its rights in and to Schedule No. 426-221 (the "Lease") to Master Lease Agreement 426 dated July 22, 2014, by and between Assignor and City of Bartlett ("Lessee").

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

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

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

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

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

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

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

Sincerely,
APPLE INC.

ACKNOWLEDGED AND AGREED:
CITY OF BARTLETT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: May 12, 2016

ACKNOWLEDGED AND AGREED:
TEQLEASE, INC.

By: _____
Name: _____
Title: _____
Date: _____

CERTIFICATE OF SIGNATURE AUTHORITY OF LESSEE

May 12, 2016

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

RE: Schedule 426-221 dated May 12, 2016 to the Master Lease Agreement dated July 22, 2014, ("Agreement"), by and between City of Bartlett ("Lessee") and Apple Inc., ("Lessor").

Dear Apple Financial Services,

I, the undersigned, do hereby certify

(i) that the officer of Lessee

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

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

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

Sincerely,

By: _____

Title: _____

Dated: _____

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

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)



Financial Services

INSURANCE AGENT _____
 ADDRESS _____

 TELEPHONE NO. _____ EMAIL ADDRESS _____
 CONTACT _____ POLICY NO. _____

**Re: CITY OF BARTLETT
 SCHEDULE 426-221**

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

- A) *The Equipment must have "Special Form" coverage that includes theft, and for not less than the full replacement value of **\$1,960,000.00** with a deductible not to exceed **\$1,000.00**.*
- B) *Third Party liability and property damage insurance providing **\$1,000,000.00** combined single limit, bodily injury and property damage coverage relative to the leased equipment.*

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

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

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

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

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

Sincerely

By: _____

Title: _____

Date: _____

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

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Re: Master Lease Agreement 426 dated July 22, 2014
Schedule 426-221 dated May 12, 2016

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

1. Is the Equipment new, upgrade, additional or replacement?

2. If replacement, how old is the existing equipment?

3. Please fully explain the use of the Equipment including any specific department that may be its primary user.

4. If the Equipment is computer hardware or software, on what hardware will the software run and is the existing hardware owned or being leased?

5. From which fund will lease payments be made?

6. Will any loan or grant monies be used to make lease payments?

7. Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?

8. Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?

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

Signature: _____

Name: _____

Title: _____

Phone: _____

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



23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

May 12, 2016

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

Dear Teresa Winter:

PLEASE FORWARD TO ATTORNEY

Attorney for City of Bartlett, as Lessee

Re: Opinion of Counsel, to Schedule 426-221, dated May 12, 2016 to Master Lease Agreement dated as of July 22, 2014 between Apple Inc., as Lessor, and City of Bartlett, as Lessee.

To Whom It May Concern:

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

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

Sincerely,

Greg Hubach
AFS Education Finance Program
Contract Administrator

Enclosure

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)

(To be put on Attorney's Letterhead)

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

Re: Schedule 426-221, dated May 12, 2016, to Master Lease Agreement dated as of July 22, 2014, between Apple Inc., as Lessor, and City of Bartlett, as Lessee.

Ladies and Gentlemen:

As legal counsel to City of Bartlett, (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Agreement, dated as of July 22, 2014, and Exhibits thereto by and between Apple Inc. (the "Lessor") and City of Bartlett (the "Master Agreement") and an executed counterpart of Schedule 426-221, dated May 12, 2016, by and between Lessor and Lessee (the "Property Schedule No. 1"), which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in Property Schedule No. 1 (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Master Agreement, Property Schedule No. 1 and all additional property schedules and related payment schedules to be entered into pursuant to the Master Agreement (each of which is herein referred to as an "Additional Property Schedule"), which, among other things, will provide for the lease with option to purchase to the Lessee of certain property listed in the Additional Property Schedule (the "Additional Equipment"), and to be executed and delivered in substantially the same manner and in substantially the same form as Property Schedule No. 1 and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. Property Schedule No. 1 and the terms and provisions of the Master Agreement incorporated therein by reference together with the Rental Payment Schedule attached to Property Schedule No. 1 are herein referred to collectively as the "Lease". Any Additional Property Schedule and the terms and provisions of the Master Agreement incorporated therein by reference together with the Rental Payment Schedule attached to an Additional Property Schedule are herein referred to collectively as an "Additional Lease."

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

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the lessee contained in the Lease is the correct legal name of the Lessee;
- (3) Lessee has the requisite power and authority to lease and acquire the Equipment and Additional Equipment, with respect to an Additional Lease, with an option to purchase and to execute and deliver the Lease and any Additional Lease and to perform its obligations under the Lease and any Additional Lease;
- (4) The Lease and each Additional Lease have each been duly authorized and have been, or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes and, each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms
- (5) The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Lease and any Additional Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease, or any Additional Lease, or the security interest of Lessor or its assigns, as the case may be, in the Equipment or Additional Equipment under the Lease or any Additional Lease.

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

Printed Name: _____

Signature: _____

Firm: _____

Dated: _____

Address: _____

Telephone No.: _____

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

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

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

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

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

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

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

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

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

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative		Date		
Paid Preparer Use Only	Print/Type preparer's name		Preparer's signature		Date
					Check ☐ if self-employed
	Firm's name ▶		Firm's EIN ▶		PTIN
	Firm's address ▶		Phone no.		

Form **8038-G** (Rev. 9-2011)

Instructions for Form 8038-G

(Rev. September 2012)



Department of the Treasury
Internal Revenue Service

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

Information Return for Tax-Exempt Governmental Obligations

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

General Instructions

Purpose of Form

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

Who Must File

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



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

When To File

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

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

submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

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

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

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

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

Other Forms That May Be Required

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

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

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

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC,

Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

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

Questions on Filing Form 8038-G

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

Definitions

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

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

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

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

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

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,

when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

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

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

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

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
 2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.
- In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make

an irrevocable election to pay a penalty. The penalty is equal to $1\frac{1}{2}\%$ of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the instructions for Form 8038-T.

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

Specific Instructions

Part I—Reporting Authority

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

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

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

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

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

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to

communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

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

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

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

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

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

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

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



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

Part II—Type of Issue



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

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those

of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

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

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

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

Part III—Description of Obligations

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

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

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

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

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other

than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

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

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

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

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

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

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

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

Part V—Description of Refunded Bonds

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

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

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

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not

more than the amount that would cause the issue to be private activity bonds.

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

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

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

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

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

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

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

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

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

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

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

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

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

ACCEPTANCE OF RENTAL PAYMENT OBLIGATION

Re: Schedule of Property No. 221, dated May 12, 2016 to Master Lease Purchase Agreement, dated as of July 22, 2014 between Apple Inc., as Lessor, and City of Bartlett, as Lessee.

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

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

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

The Financed Amount is set forth as the "Principal Component" of Rental Payments in the Rental Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"). The original purchase price of the Equipment is \$2,090,000.00. The net purchase price of the equipment is \$1,960,000.00, after a discount of \$130,000.00. This price, at the discounted rate of interest of 1.55% equates to a Down Payment of \$500,000.00 and 4 additional annual payments of \$374,161.64, for a total sum of lease payments of \$1,996,646.56. The difference between the purchase price and the total lease payments is \$36,646.56, which represents interest to be paid by Lessee over the term of the Schedule. In order to reach this payment amount at the market rate of interest, which is 3.3%, the purchase price has been discounted by \$39,200.00; and

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

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

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

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

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

AGREED TO on May 12, 2016.

By _____

Title _____

Date: _____

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)



Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

Invoice

Date	Invoice No.
May 12, 2016	426221-0616-DP

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

Billing Period
Down Payment

Page 1

Lease Number: 426221	Description: Apple Computers
	Location: Bartlett City Board of Education
	6400 Stage Road
	Bartlett, TN 38134
Payment Due: Upon Receipt	\$500,000.00
Tax Due: Exempt	\$0.00
Invoice Total	
\$500,000.00	

PLEASE REMIT TO:

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

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)



Financial Services

23801 Calabasas Road, Suite 101
Calabasas, CA 91302
888.985.1006

Invoice

Date	Invoice No.
May 12, 2016	426221-0716

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

Billing Period
06-01-2016 – 05-31-2017

Page 1

Lease Number: 426221

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

Payment Due: July 15, 2016

\$374,161.64

Tax Due: Exempt

\$0.00

Invoice Total \$374,161.64

PLEASE REMIT TO:

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

Attachment: SKMBT_28316060911200.pdf (1819 : Res 25-16, Apple Lease 2017)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 1820)

Meeting: 06/16/16 07:00 PM

Department: Finance

Category: Agreement

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 1820

Memorandum of understanding between the City of Bartlett and the Bartlett City Board of Education for the purchase and repayment of Apple computers.

This Memorandum of Understanding, dated this ____ day of June, 2016 by and between the City of Bartlett ("City") and the Bartlett City Board of Education ("School Board").

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

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

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

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

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

WHEREAS, the City is a Tennessee municipal corporation; and

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

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

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

1. Acknowledgment as to the Purpose of the Apple Lease. For the purpose of funding the lease-purchase of two thousand (2,000) Apple computers for use by students in the Bartlett Schools, and allowing the School Board to pay for said computers over a four-year period, the City agrees to enter into that certain Master Lease Agreement #426 between Apple Inc. and the City of Bartlett, a true and correct copy of which is attached hereto as Exhibit "A." (the "Lease").

2. Repayment of Lease by the School Board to the City. With the exception of the initial down payment (\$500,000) on the Apple lease which shall be paid by the City, the School Board agrees to reimburse the City for other payments under the Lease, and for all costs associated with or obligations or claims arising out of such Lease, until all obligations under the Lease are satisfied. The School Board represents and acknowledges that it has sufficient funds in its operating budget to reimburse the City for the yearly costs of the Lease. The source of repayment by the School Board shall include any and all sources of funds legally available to retire such obligations. The City shall, after paying each yearly payment due under the Lease, request repayment of said payment from the School Board, said repayment being due within ten (10) days of the School Board receiving such request. The City shall have the right to request repayment of all payments it has actually made under the terms of the Lease after the initial down payment, as well as any costs, claims, judgments or other obligations that it has incurred as a result of its entering into the Lease. In the event that the School Board fails to make any requested repayment in a timely fashion, then the City shall have the right to withhold the amount of the repayment from any tax levied and collected by the City for the benefit of the School Board, and to credit such amounts

against any funds that the City is otherwise obligated to provide to the School Board. It is the intent of the parties that the all of the costs and obligations arising out of the Lease and paid by the City, after the initial down payment by the City, shall be reimbursed by the School Board under this Memorandum of Understanding.

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

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

IN WITNESS WHEREOF, the City of Bartlett, Tennessee and the Bartlett City Board of

Education have executed this Memorandum of Understanding as of the first day above written.

CITY OF BARTLETT

By: _____

Title: _____

BARTLETT CITY BOARD OF EDUCATION

By: _____

Title: _____

By: _____

Title: _____