



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JUNE 13, 2017 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Board of Education Work Session, June 15 at 7 p.m.

Historic Preservation Commission, June 19 at 7 p.m.

BPACC Advisory Board, June 20 at 6 p.m.

Bartlett Arts Council, June 20 at 6:30 p.m.

Design Review Commission, June 20 at 6:30 p.m.

Board of Education, June 22 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the May 23, 2017 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 17-03, an ordinance to adopt the 2017-2018 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. Notice of intent to exceed the certified tax rate.
3. Ordinance 17-04, 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 2017.

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 17-03, an ordinance to adopt the 2017-2018 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 17-04, 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 2017. (Dick Phebus, Director of Finance)**

CONSENT AGENDA

- 1 Bid for annual office supplies. (Dick Phebus, Director of Finance)**

Recommend accepting the lowest and best bid from Yuletide Office Solutions. Funds are available in various department budgets.
- 2 Subdivision Contract for Wal-Mart Academy. (Rick McClanahan, Director of Engineering)**

The developer, Wal-Mart Real Estate Business Trust, will pay \$16,135.00 in City fees. The bond is set at \$33,600.00.
- 3 Site Plan, Grading, and Erosion Control Contract for Christian Life Tabernacle. (Rick McClanahan, Director of Engineering)**

The developer, Christian Life Tabernacle, will pay \$49,903.48 in City fees. The bond is set at \$215,780.00.
- 4 Contract for professional services agreement alternate bid for Deermont Park restroom renovations. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting the professional design services contract for an alternate bid proposal for Deermont restroom renovations from RossWitt, PLLC for a total price of \$12,800.00. Funds are available in Account 311.48311.780.51617.

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

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for certain obligations. Attached form is presented for the Apple computer capital lease approved on May 23, 2017.

- 6 Planning Commission Report for June 2017. (Terry Emerick, Director of Planning and Economic Development)**

- 7 Treasurer's Report for April 2017. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- 1 Appoint Angelia Allen to Bartlett Arts Council. (A. Keith McDonald, Mayor)**

- 2 Appoint Michelle Page, Wayne Ray and Karen Winemiller to the City Beautiful Commission. (A. Keith McDonald, Mayor)**

- 3 Resolution 23-17, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$19,919.60 for a 2017 Multiple Violations Traffic Grant and amend the Fiscal Year 2017 Grant Fund budget to appropriate the grant funds. (Dick Phebus, Director of Finance)**

- 4 Resolution 24-17, a resolution to adopt a public records policy. (Ed McKenney, City Attorney)**

- 5 Resolution 25-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)**

- 6 Resolution 26-17, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2017, in an amount not to exceed \$1,969,150, and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

- 7 Resolution 27-17, a resolution to delete uncollectible accounts from utility customers accounts receivable. (Dick Phebus, Director of Finance)**

- 8 **Resolution 28-17, a resolution to amend the Fiscal Year 2017 General Fund and Capital Improvement Program Budgets to appropriate funds for the Tennessee College of Applied Technology for land acquisition. (Dick Phebus, Director of Finance)**

- 9 **Set a public hearing for July 11, 2017 for Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the “C-H” Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)**

- 10 **First Reading of Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development) The public hearing to be set for July 11, 2017.**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, MAY 23, 2017 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Board of Education, May 25 at 7 p.m.

City Beautiful Commission, June 1 at 6:30 p.m.

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

Planning Commission, June 5 at 7 p.m.

Bartlett Station Commission, June 7 at 7:30 a.m.

Parks and Recreation Advisory Board, June 8 at 7 p.m.

Bartlett Historical Society, June 12 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the May 9, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of May 23, 2017 7:00 PM (MINUTES ACCEPTANCE)

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 17-03, an ordinance to adopt the 2017-2018 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 noted that there have been no changes made to the budget since first reading on May 9, 2017.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 6/13/2017 7:00 PM
MOVER:	Bobby Simmons, Alderman	
SECONDER:	David Parsons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

- 2 **Second Reading of Ordinance 17-04, 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 2017. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the State Board of Equalization has deemed the City's certified tax rate at \$1.48 per \$100 of assessed value. The certified tax rate is the property tax rate at which the City's revenue would remain the same as last fiscal year. The City administration is proposing a 35-cent tax increase; therefore the proposed tax rate for FY18 would be \$1.83. This change has been made prior to second reading of this tax rate ordinance.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 6/13/2017 7:00 PM
MOVER:	Bobby Simmons, Alderman	
SECONDER:	Emily Elliott, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

CONSENT AGENDA

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

- I **Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Nine items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 **Bid for coffee service for Fiscal Year 2018. (Dick Phebus, Director of Finance)**
Recommend accepting the lowest bid from Lambert's at an estimated cost of \$37,481.20. Funds are available in various departments' budgets.

- 3 Bid for Yale Road water tank. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Phoenix Fabrication & Erectors, Inc. in the amount of \$2,059,505, plus a contingency amount of \$4,994 for a total cost of \$2,064,499. Contract administration will be provided by Fisher Arnold in the amount of \$40,000. Total project cost \$2,104,499. Funds are available in Account 312.48312.721.
- 4 Final change order for Fletcher Creek Greenway. (Rick McClanahan, Director of Engineering)**
Authorize increase in VuCon contingency amount by \$8,048.20, as well as approving \$14,600 for additional erosion work while decreasing Barge Waggoner Sumner & Cannon purchase order by \$14,600 to cover this additional cost. Funding is available in Account 311.48311.780.451.
- 5 Approval of grant contract between State of Tennessee and City of Bartlett for W. J. Freeman Park capital project. (Shan Criswell, Director of Parks and Recreation)**
Authorize the Mayor to sign grant contract between State of Tennessee and City of Bartlett for capital projects related to W.J. Freeman Park. This grant provides the City \$500,000.
- 6 Design services for W.J. Freeman Park Phase 2 capital improvements. (Shan Criswell, Director of Parks and Recreation)**
Recommend approving a contract with Dalhoff Thomas Design for design services for Phase 2 improvements to W.J. Freeman Park. The cost is \$100,300, and will be covered using Local Parks and Recreation Fund Grant Funds. Funds are available in Account 311.48311.772.51401.
- 7 Artist contract for 2017-2018 BPACC Season. (Michael Bollinger, Director of BPACC)**
Request approval of performance contract with Lorrie Morgan in the amount of \$11,000. Funds are available in Account 110.45400.125.
- 8 Artist contract for 2017-2018 BPACC Season. (Michael Bollinger, Director of BPACC)**
Request approval of performance contract with Michael Martin Murphey in the amount of \$12,000. Funds are available in Account 110.45400.125.

NEW BUSINESS

- I Resolution 18-17, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that this Shelby County Trustee's request to write off uncollectible taxes is in the amount of \$11,593.51.

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

2 Resolution 19-17, a resolution to authorize payment of funds to the Community Foundation of Greater Memphis for the purpose of supporting the Bartlett Parks Foundation Fund. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this resolution will transfer funds donated to the City by the Shelby County government to the Bartlett Parks Foundation Fund with the Community Foundation of Greater Memphis. Shelby County donated \$20,000 specifically for Bartlett parks.

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

3 Resolution 20-17, a resolution to amend the Fiscal Year 2017 Utility Capital Improvement Program Budget to provide additional funding for new water tank. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution appropriates nearly \$495,000 to the Utility Capital Improvement Program Budget for the new water tank on Yale Road near Nesbit Park.

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

4 Resolution 21-17, a resolution establishing the 2017 Certified Tax Rate for Bartlett, Tennessee. (Dick Phebus, Director of Finance)

The State Board of Equalization has determined that the City's certified property tax rate is \$1.48. Mr. Phebus said that state law required municipalities to pass a resolution setting the certified tax rate.

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

5 Resolution 22-17, 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)

Mr. Phebus stated that this resolution authorizes the execution and delivery of an agreement with Apple computers for 650 Apple laptops for employees of the Bartlett City School System.

Minutes Acceptance: Minutes of May 23, 2017 7:00 PM (MINUTES ACCEPTANCE)

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

6 Memorandum of Understanding between the City of Bartlett and the Bartlett City Board of Education. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this is a memorandum of understanding between the City and the Bartlett Board of Education stating that the school board will repay the City the cost of the lease agreement in the above resolution. The lease agreement is for \$1,060,800.

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

Presentation of BPACC's 2017-2018 Season.

Bollinger presented highlights of the upcoming BPACC season. He noted there will be four family shows in conjunction with the Bartlett City Schools. There will be one public evening show, then two shows the next day for students. Each show will have educational elements.

Starting in June, the BPACC Box Office will have its own phone number, 385-5588.

OPEN DISCUSSION

Mr. Phebus said he will publish the City's intent of exceeding the certified tax rate in The Bartlett Express prior to the June 13, 2017 Board meeting. He is also formally requesting that a public hearing be added to the next Board agenda of the intent to exceed the certified tax rate.

City Engineer Rick McClanahan said beginning next week the bridge on Westbrook Road will be closed for about two months due to construction.

ADJOURNMENT

Meeting adjourned at 7:26 PM

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

Mayor A. Keith McDonald

Minutes Acceptance: Minutes of May 23, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2089)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2089

Ordinance 17-03, an ordinance to adopt the 2017-2018 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 1: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett that the following appropriations for the 2017-2018 Fiscal Year for the City of Bartlett are as follows:

	Fiscal Year 17/18
GENERAL FUND EXPENDITURES:	
ADMINISTRATIVE:	
Legislative Board	\$ 1,002,247
Mayor's Office	\$ 731,552
Community Affairs	\$ 295,112
Building and Grounds	\$ 305,540
Bartlett Station Municipal Center	\$ 393,548
Library	\$ 1,179,307
Finance and Administration	\$ 1,555,127
City Court	\$ 1,083,058
Personnel	\$ 500,327
Planning and Economic Development	\$ 463,547
Total Administrative	\$ 7,509,365
PUBLIC SAFETY:	
Police Department	\$ 15,004,245
Fire Department	\$ 7,384,216
Ambulance Department	\$ 3,491,411
Code Enforcement	\$ 950,458
Total Public Safety	\$ 26,830,330
PUBLIC WORKS:	
Administration	\$ 591,998
City Shop	\$ 1,026,148
General Maintenance	\$ 1,483,226
General Services	\$ 350,872
Grounds Maintenance	\$ 1,380,073
Animal Control	\$ 726,192
Engineering Administration	\$ 401,004
Engineering & Inspection	\$ 519,711
Total Public Works	\$ 6,479,224

PARKS AND RECREATION:

Administration	\$	352,046
Community Center	\$	917,795
Athletics	\$	782,455
Maintenance	\$	1,504,380
School Ground Maintenance	\$	240,309
Senior Citizen Center	\$	388,902
Recreation Center	\$	1,666,749
Total Parks and Recreation	\$	5,852,636
PERFORMING ARTS:		
Performing Arts Center	\$	686,606
Total Performing Arts	\$	686,606

OTHER GENERAL FUND ITEMS /TRANSFERS OUT

Transfer Out Debt Service	\$	1,500,000
Transfer Out Bartlett City School	\$	1,737,826
Transfer Out Shelby County Board of Education	\$	608,193
Transfer Out Balance of Sales Tax Half Cent	\$	381,299
Transfer Out Bartlett City School Debt Service	\$	2,505,000
Transfer Out DARE Program	\$	42,000
Transfer Out Drainage Fund	\$	100,000
Total Transfers Out	\$	6,874,318

TOTAL GENERAL FUND EXPENDITURES **\$ 54,232,479**

GENERAL FUND REVENUES/TRANSFERS:

Property Taxes	\$	25,269,603
Local Taxes	\$	13,388,618
Licenses & Privileges	\$	1,806,700
Intergovernmental	\$	6,024,500
General Charges for Services	\$	4,006,884
Department Revenues	\$	1,516,436
Court Charges	\$	1,770,000
Other Revenue	\$	188,738
Transfer In from General Improvement Fund	\$	261,000

TOTAL GENERAL FUND REVENUES/TRANSFERS **\$ 54,232,479**

SPECIAL REVENUE FUNDS EXPENDITURES

Street Aid Fund	\$	1,695,000
Solid Waste Fund	\$	6,329,310
General Improvement Fund	\$	770,500
Drug Enforcement Fund	\$	399,000
DEA Enforcement Fund	\$	74,400
Drainage Control Fund	\$	117,299
Park Improvement Fund	\$	55,000
Bartlett City School Fund	\$	76,570,875

TOTAL SPECIAL REVENUE FUNDS EXPENDITURES \$ 86,011,384

SPECIAL REVENUE FUNDS REVENUES/SOURCES

Special Revenue Funds Revenue	\$ 85,622,081
Use of Fund Balance	\$ 389,303

TOTAL SPECIAL REVENUE FUNDS REV./SOURCES \$ 86,011,384

UTILITY FUND EXPENDITURES

Administration	\$ 2,355,356
Water & Wastewater Services	\$ 1,953,944
Plant Operations	\$ 1,824,253
Sewer Treatment	\$ 897,035
Total Utility Operation Expenditures	\$ 7,030,588
Utility Debt -- Principal	\$ 1,065,000
Utility Debt -- Interest & Charges	\$ 291,502
Total Utility Debt Expenditures	\$ 1,356,502

Transfer to Capital Improvement Fund	\$ 669,000
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TOTAL UTILITY FUND EXPENDITURES \$ 9,056,090

UTILITY FUND REVENUES/SOURCES

Utility Fund Revenues	\$ 8,886,000
Use of Fund Balance	\$ 170,090

TOTAL UTILITY FUND REVENUES/SOURCES \$ 9,056,090

GENERAL DEBT SERVICE FUND EXPENDITURES

Principal	\$3,885,500
Interest and Other Charges	\$ 1,955,281
Contribution to Fund Balance	\$ 2,755,619

TOTAL GENERAL DEBT SERVICE EXPENDITURES \$ 8,596,400

GENERAL DEBT SERVICE REVENUES/SOURCES

Debt Service Revenues	\$ 8,596,400
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TOTAL GENERAL DEBT SERVICE REV./SOURCES \$ 8,596,400

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 2017-2018 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 2017-2018 comprehensive fees schedule for the City of Bartlett, Tennessee and establishes the rates for fiscal year 2017-2018. Any rate or fee not included in the attached 2017-2018 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, 2018. 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 2018 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, 2018.

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, 2017.

FIRST READING: May 9, 2017

SECOND READING: May 23, 2017

THIRD READING: June 13, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

HISTORY:

05/09/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 05/23/17

Mayor McDonald noted that the Board of Mayor and Aldermen held a Work Session to discuss the budget prior to this meeting.

The public hearing was set for June 13, 2017.

05/23/17 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 06/13/17

Mr. Phebus noted that there have been no changes made to the budget since first reading on May 9, 2017.

Exhibit A

CIP PROJECT LINE ITEMS SUMMARY		BARTLETT CAPITAL IMPROVEMENT PROGRAM FY 2018 - FY 2022					
PROJECT		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	TOTAL
FUNDING SOURCES							
General Obligation Bonds		\$ 5,303,444	\$ 7,255,000	\$ 6,345,000	\$ 5,745,000	\$ 5,035,000	\$ 29,683,444
Capital Note		1,969,150	1,145,000	930,000	855,000	810,000	5,709,150
FD311 Use of Fund Balance		79,313	0	0	0	0	79,313
Transfer In from Park Imp. Fund		55,000	0	0	0	0	55,000
Grant Funds		500,000	0	0	0	0	500,000
TDOT 80% match		2,480,000	8,000,000	8,800,000	240,000	0	19,520,000
Utility Bonds		0	1,965,000	830,000	1,130,000	1,100,000	5,025,000
Utility Retained Earnings		669,000	0	0	0	0	669,000
FD312 Use of Fund Balance		6,000	0	0	0	0	6,000
Total Funding Sources		\$ 11,061,907	\$ 18,365,000	\$ 16,905,000	\$ 7,970,000	\$ 6,945,000	\$ 61,246,907
PROJECT COST							
Administrative							
Vehicles & Equipment		\$ 0	\$ 30,000	\$ 30,000	\$ 0	\$ 30,000	\$ 90,000
City Hall Renovations		250,000	250,000	250,000	0	0	750,000
Transfer to State Street Aid Fund		6,907	0	0	0	0	6,907
Transfer to Debt Service Fund		50,000	0	0	0	0	50,000
Total Administrative		\$ 306,907	\$ 280,000	\$ 280,000	\$ 0	\$ 30,000	\$ 896,907
Police							
Police Vehicles & Equipment		\$ 730,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 435,000	\$ 2,470,000
Justice Center Maintenance		100,000	120,000	120,000	120,000	120,000	580,000
Total Police		\$ 830,000	\$ 555,000	\$ 555,000	\$ 555,000	\$ 555,000	\$ 3,050,000
Fire							
Fire Vehicles		\$ 30,000	\$ 0	\$ 0	\$ 30,000	\$ 0	\$ 60,000
Fire Truck		0	550,000	0	0	0	550,000
Fire Ambulances		200,000	0	200,000	0	200,000	600,000
Total Fire		\$ 230,000	\$ 550,000	\$ 200,000	\$ 30,000	\$ 200,000	\$ 1,210,000

Exhibit A

CIP PROJECT LINE ITEMS SUMMARY		BARTLETT CAPITAL IMPROVEMENT PROGRAM FY 2018 - FY 2022					
PROJECT		FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	TOTAL
Codes Enforcement							
Codes Enforcement Vehicles		\$ 50,000	\$ 25,000	\$ 0	\$ 25,000	\$ 0	\$ 100,000
Total Code Inspection		\$ 50,000	\$ 25,000	\$ 0	\$ 25,000	\$ 0	\$ 100,000
Public Works							
Public Works Vehicles & Equip		\$ 635,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,635,000
City Shop		0	0	0	2,500,000	1,500,000	4,000,000
Total Public Works		\$ 635,000	\$ 250,000	\$ 250,000	\$ 2,750,000	\$ 1,750,000	\$ 5,635,000
Engineering							
Engineering Vehicle		\$ 0	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000
City Wide Overlay		2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Fletcher Creek Greenway Ph2		20,000	200,000	200,000	60,000	0	480,000
Fletcher Creek TDOT		80,000	800,000	800,000	240,000	0	1,920,000
Old Brownsville West		600,000	1,800,000	2,000,000	0	0	4,400,000
Old Brownsville TDOT		2,400,000	7,200,000	8,000,000	0	0	17,600,000
Brother & Stage Left Signal		0	300,000	0	0	0	300,000
Old Brownsville East		0	0	100,000	0	0	100,000
Germentown North		0	0	0	140,000	140,000	280,000
Various Drainage Projects		0	400,000	400,000	400,000	400,000	1,600,000
Total Engineering		\$ 5,100,000	\$ 12,730,000	\$ 13,530,000	\$ 2,870,000	\$ 2,570,000	\$ 36,800,000
Parks							
Parks Vehicles & Equipment		\$ 149,150	\$ 90,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 434,150
Parks V&E Use of FB		850	0	0	0	0	850
Recreation Ctr Equipment/Repairs		180,000	120,000	40,000	0	0	340,000
Singleton Equipment/Repairs		160,000	65,000	45,000	0	0	270,000
Senior Center Equipment/Repairs		35,000	35,000	35,000	20,000	0	125,000
Parks Maintenances		263,444	385,000	275,000	0	0	923,444
Parks Maintenances Use of FB		21,556	0	0	0	0	21,556
Parks Maintenances Park Imp Fd		55,000	0	0	0	0	55,000
Parks Restroom Renovations-ADA		200,000	250,000	275,000	200,000	0	925,000

Exhibit A

CIP PROJECT LINE ITEMS SUMMARY		BARTLETT CAPITAL IMPROVEMENT PROGRAM FY 2018 - FY 2022				
PROJECT	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	TOTAL
W.J. Freeman Park Project	1,400,000	1,000,000	525,000	325,000	675,000	3,925,000
W.J. Freeman Grant	500,000	0	0	0	0	500,000
Total Parks	\$ 2,965,000	\$ 1,945,000	\$ 1,260,000	\$ 610,000	\$ 740,000	\$ 7,520,000
Performing Arts Center						
BPACC Repairs & Improvements	\$ 270,000	\$ 65,000	\$ 0	\$ 0	\$ 0	\$ 335,000
Total Performing Arts Center	\$ 270,000	\$ 65,000	\$ 0	\$ 0	\$ 0	\$ 335,000
Water						
Old Brownsville Water Line	\$ 600,000	\$ 600,000	\$ 0	\$ 0	\$ 0	\$ 1,200,000
Tank Maint. & Paint	0	140,000	180,000	180,000	200,000	700,000
Water Line Upgrades	0	50,000	50,000	50,000	50,000	200,000
Woodlawn Tank	0	250,000	0	0	0	250,000
Water Extention Kirby Whitten	0	250,000	0	0	0	250,000
Water Plant Site	0	0	0	0	250,000	250,000
Transfer to Utility Funds	0	0	0	0	0	0
Total Water	\$ 600,000	\$ 1,290,000	\$ 230,000	\$ 230,000	\$ 500,000	\$ 2,850,000
Sewers						
Sewers in Annexation Area	\$ 0	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 1,600,000
Old Brownsville Swr Relocation	75,000	75,000	0	0	0	150,000
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	0	0	300,000	0	300,000
Total Sewers	\$ 75,000	\$ 675,000	\$ 600,000	\$ 900,000	\$ 600,000	\$ 2,850,000
TOTAL CIP	\$ 11,061,907	\$ 18,365,000	\$ 16,905,000	\$ 7,970,000	\$ 6,945,000	\$ 61,246,907

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
BSMC	Municipal Center Rental Fee		
	Weekday, M-F (8:00am-5:00pm)		
	Auditorium (all day)	\$ 600.00	\$100 x 6 (2 hrs. free)
	Banquet Hall (all day)	\$ 750.00	\$125 x 6 (2 hrs. free)
	Boardroom (all day)	\$ 210.00	\$35 x 6 (2 hrs. free)
	Chapel (all day)	\$ 480.00	\$80 x 6 (2 hrs. free)
	Meeting Room (all day)	\$ 180.00	\$30 x 6 (2 hrs. free)
	Reception Hall (all day)	\$ 360.00	\$60 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	\$ 1,200.00	8 hours
	Reception Hall	\$ 560.00	8 hours
	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: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

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: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

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: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

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	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	Removal or moving of structures	\$ 200.00	
	Special events	\$ 60.00	
	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	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	Relocated Houses	\$ 50.00	
	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: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

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	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2017-2018**

Department	Type	Amount	Frequency/Notes/Description
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
	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
Water/Wastewater	Yard Waste Cart Purchase	\$ 50.00	Each - While Grant carts are available
	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 usage of Fire Hydrant Meter		Current City rates for water usage
	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

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	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
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	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2017-2018**

Department	Type	Amount	Frequency/Notes/Description
	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	
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	\$ 125.00	Per field per day
	Late Registration	\$ 20.00	Per person
	Lights	\$ 20.00	Per 1.5hr
	Tennis/Cricket & non BPRD group	\$ 15.00	Per player
	Tournament Fees	\$ 200.00	Per team
	Youth Sports-per person	\$ 80.00	Baseball, Softball & Basketball
		\$ 50.00	Volleyball
	Plus Non-Resident fee	\$ 30.00	Per person
	Youth Sports-per team		
	6 & u basketball	\$ 225.00	
	8 & u to 14&u basketball	\$ 375.00	
	17 & u basketball	\$ 525.00	
	6 & u 8 & u baseball	\$ 325.00	
	10 & u to 14 & u baseball	\$ 425.00	
	Per person fees for non BPRD Programs	\$ 15.00	per person

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2017-2018**

Department	Type	Amount	Frequency/Notes/Description
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
	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

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2017-2018**

Department	Type	Amount	Frequency/Notes/Description
	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
	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

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2017-2018**

Department	Type	Amount	Frequency/Notes/Description
	Special Events		
	Halloween	\$ 1.00	Per adult
	Pet Show	\$ 10.00	Each pet
	Valentine's 5K/10K Run	\$ 25.00	Each
	Valentine's 5K/10K Run	\$ 40.00	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
	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	\$ 480.00	Resident per session
		\$ 485.00	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

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

**City of Bartlett
Fees Schedule
Fiscal Year 2017-2018**

Department	Type	Amount	Frequency/Notes/Description
	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
	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
	Tablecloths - 60"x120" or 108" Round	\$ 17.50	Per Table Cloth
	Tablecloths - 90"x132" or 132" Round	\$ 22.50	Per Table Cloth
	Tablecloths - 120"	\$ 20.00	Per Table Cloth
	Tablecloth Overlay - 72"x72" or 90"x90"	\$ 15.00	Per Overlay with Table Cloth Rental
	Chair Cover with Sash	\$ 4.00	Per Chair
	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
	Massage - Chair		
	15-minutes	\$ 16.00	Per 15-minute appointment
	30-minutes	\$ 32.00	Per 30-minute appointment
	Memberships		
	Basic Membership	\$ 15.00	Per Year
	All-Inclusive Membership	\$ 19.00	Per Month

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	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
	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
	Tai Chi	\$ 3.00	Per class
	Yoga	\$ 3.00	Per class
	Zumba Class	\$ 3.00	Per class
Recreation Center			
	Corporate Household	\$ 605.00	Yearly
	Corporate Senior Household	\$ 508.00	Yearly
	Corporate Senior Single	\$ 335.00	Yearly
	Corporate Single	\$ 400.00	Yearly
	Employee Household	\$ 384.00	Yearly
	Employee Senior Household	\$ 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 Household	\$ 734.00	Yearly
	Non-Resident Senior Household	\$ 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 Household	\$ 486.00	Yearly
	Resident Senior Household	\$ 356.00	Yearly
	Resident Senior Single	\$ 238.00	Yearly
	Resident Single	\$ 313.00	Yearly
	Resident Single	\$ 99.00	3-Month
	Resident Household	\$ 156.00	3-Month
	Resident Senior Single	\$ 75.00	3-Month
	Resident Senior Household	\$ 114.00	3-Month
	Non-Resident Single	\$ 156.00	3-Month
	Non-Resident Household	\$ 234.00	3-Month

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	Non-Resident Senior Single	\$ 138.00	3-Month
	Non-Resident Senior Household	\$ 210.00	3-Month
	Corporate Single	\$ 129.00	3-Month
	Corporate Household	\$ 192.00	3-Month
	Corporate Senior Single	\$ 108.00	3-Month
	Corporate Senior Household	\$ 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	\$ 40.00	
	1 student 1 lesson per non-mem	\$ 65.00	
	1 student 4 lessons per mem	\$ 90.00	
	1 student 4 lessons per non-mem	\$ 115.00	
	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

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City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
		\$ 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
		\$ 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		
	Fire Workout - 4 Weeks - Member	\$ 120.00	
	Fire Workout - 4 Weeks - Non-Member	\$ 140.00	
	Fire Workout - 1 Class - Member	\$ 20.00	
	Fire Workout - 1 Class - Non-Member	\$ 25.00	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	Golf Fitness - Member	\$ 50.00	
	Golf Fitness - Non-Member	\$ 75.00	
	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	
	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	
	Small Group Training Member	\$ 130.00	
	Small Group Training 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	
	Next Level Training Member	\$ 35.00	
	Next Level Training Non-Member	\$ 40.00	
	Martial Arts Contract Monthly	\$ 400.00	

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City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
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	
	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

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City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	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
	Yearly registration fee	\$ 100.00	
	Yearly US reg fee	\$ 66.00	
Performing Arts	BOX OFFICE		
	Credit card processing - per subscription	\$ 5.00	
	Credit card processing - per ticket	\$ 1.00	
	Tickets - "Pick 10" (season)	\$28/\$24/\$20/ \$16/\$12/\$8	10 Tix - 20% Off 10 Tix - 20% Off
	Tickets - "Buy 5 Shows or More" (season)	\$26.25/\$22.50/ \$18.75/\$15/ \$11.25/\$7.50	5 Shows - 25% off 5 Shows - 25% off 5 Shows - 25% off
	Tickets - Subscribers- Legend Series	\$50/\$40/\$35	Will have 2 Sections
	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 and \$15	Youth & Adult
	Tickets - Public - Premium Engagement	\$35/\$30	Series priced slightly differently
	Tickets - Public - Showcase Series	\$ 25.00	
	Tickets - Subscriber - DinnerStages	\$ 20.00	to cover food portion of ticket
	Tickets - Subscriber - Family Series	\$10 and \$12	Youth & Adult
	Tickets - Subscriber - Premium & Showcase Series	\$24 and \$20	Premium & Showcase
	Tickets-Theatrestage Series	\$25/\$20	
	Tickets-TheatreKids Conservatory Series	\$10/\$15	Youth & Adult
	CLASSES & INSTRUCTION		
	TheatreKids Conservatory tuition	\$ 125.00	
	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	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)

Exhibit B

City of Bartlett
Fees Schedule
Fiscal Year 2017-2018

Department	Type	Amount	Frequency/Notes/Description
	Client concessions - per event	\$ 50.00	
	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	\$ 25.00	Operator additional @\$18/hr
	Lecturn only - per event	\$ 15.00	
	Lecturn with microphone - per event	\$ 25.00	
	Removal of seats - per row/event	\$ 50.00	
	Stage lighting & audio/design (color) - per hour	\$25/\$50	
	Stage risers - per event	\$ 75.00	
	Stage screen only - per event	\$ 15.00	
	Video recording and sale - per event	\$ 50.00	
	Video/data projector/screen - per event	\$ 250.00	
	Wireless microphones - per event	\$ 100.00	
	SPACE RENTAL		
	Auditorium (per hr, 4-hour minimum)	\$ 100.00	Includes House Manager
	Green Room (per hr, 4-hour minimum)	\$ 35.00	Includes House Manager
	Studio (per hr, 4-hour minimum)	\$ 120.00	Includes House Manager
	Conference Room (per hr, 4-hr minimum)	\$ 50.00	Includes House Manager
	Sponsorship		
	Per agreement - minimum	\$ 1,000.00	

Attachment: ExhibitA&BOrd18.pdf (2089 : Ord 17-03 2017-2018 Budget Ordinance)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2090)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2090

Ordinance 17-04, 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 2017.

WHEREAS, Tennessee Code Annotated, Section 67-5-103, authorizes municipalities in Tennessee to impose taxes for municipal purposes, and to fix the rates thereof; and

WHEREAS, Article X, Section I of the Bartlett Municipal Charter grants authority by the Board of Mayor and Aldermen to levy taxes for all corporate purposes upon the taxable property, real, personal, and mixed; and

WHEREAS, all property within the city not exempt by general law shall be assessed for taxation based on the assessments made by the Shelby County Assessor's Office;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Alderman of the City of Bartlett, Tennessee, that the 2017 Tax Rate shall be levied 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 \$1.83 for each \$100.00 of assessed valuation and there is hereby levied upon all taxable personal property a tax calculated upon a rate of \$1.83 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, 2017.

FIRST READING: May 9, 2017

SECOND READING: May 23, 2017

THIRD READING: June 13, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

HISTORY:

05/09/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 05/23/17

Mr. Phebus stated that this ordinance sets the property tax rate at \$1.85 per \$100 of assessed value.

The public hearing was set for June 13, 2017.

05/23/17 Board of Mayor and Aldermen **APPROVED ON SECOND READING**
Next: 06/13/17

Mr. Phebus explained that the State Board of Equalization has deemed the City's certified tax rate at \$1.48 per \$100 of assessed value. The certified tax rate is the property tax rate at which the City's revenue would remain the same as last fiscal year. The City administration is proposing a 35-cent tax increase; therefore the proposed tax rate for FY18 would be \$1.83. This change has been made prior to second reading of this tax rate ordinance.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for annual office supplies.

On April 11, 2017 an ad was placed in *The Daily News*. On May 11, 2017 the City of Bartlett received nine bids, which were opened at City Hall. Evaluation of the bids was based on the number of items in the bid proposal that were the lowest in price by each company. Several companies did not bid on all items requested. Based on lowest bid for individual items, Yuletide Office Solutions had the lowest bid price on the most items in the bid package.

We recommend the bid be awarded to Yuletide Office Solutions for an estimated annual cost of \$45,000. Yuletide is a local area office supply company and offers next day delivery on in-stock items. They are currently providing office supplies to the City of Bartlett. The bid award will be for one year with the option of two one-year renewals.

Funds are available in various departmental office supplies accounts.

Thank you for your consideration.

**FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017**

ITEM DESCRIPTION yellow - low bid, pink-non-compliant	SPECIFIC BRAND (no substitute)	UNIT	11Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
BINDERS and REPORT COVERS												
Binder, D-Ring, Black/White w/Preview, 1"		Each	\$3.27	1.90		non-compliant	5.12	4.14	\$3.07	4.83	NO BID	2.09
Binder, D-Ring, Black/White w/Preview, 1-1/2"		Each	\$3.84	1.95		on bid specs	6.51	4.97	\$3.91	5.86	NO BID	2.43
Binder, D-Ring, Black/White, 2"		Each	\$4.83	2.89		no signature	8.16	3.04	\$4.02	6.88	NO BID	3.05
Binder, D-Ring, Black/White, 3"		Each	\$5.00	2.95		authorization	13.47	4.41	\$5.31	9.20	NO BID	3.67
Binder, D-Ring, Black/White, 4"		Each	\$7.68	4.10			18.69	6.23	\$15.99	13.25	NO BID	5.16
Binder, Round Ring Black/White w/Preview, 1/2"	Wilson/Jones	Each	\$1.92	4.65			6.46	NO BID	\$4.19	1.64	NO BID	1.08
Binder, Round Ring Black/White w/Preview, 1"		Each	\$1.92	4.65			1.99	1.22	\$1.18	1.63	NO BID	1.08
Binder, Round Ring Black/White Binder, 2"		Each	\$3.15	5.86			9.60	1.86	\$5.89	2.95	NO BID	1.83
Binder, Round Ring Black/White Label Sleeves, 3"	Wilson/Jones	Each	\$0.00	9.08			0.00	NO BID	\$10.74	NO BID	NO BID	10.32
Binder, Index Dividers Multi-Color 8 Tab, set	AVEC112138	Each	\$1.29	0.65			1.47	NO BID	\$0.67	NO BID	NO BID	1.18
Report Covers, (Document) Blue		6/Pkg	\$0.00	16.89			14.66	2.80	\$4.07	3.34	NO BID	9.84
Report Covers, Hard Back		100/Box	\$5.75	6.25			12.57	4.84	\$5.77	2.36	NO BID	3.76
Report Covers, 8 1/2" x 11", Clear Standard		Box	\$2.15	2.10			96.25	1.66	\$2.78	1.28	NO BID	65.25
CARTRIDGES, TONER (Fax, Ink, Print, Toner)												
Fax Drum Unit, Brother, Black	DR-200	Each	\$229.99	230.89			242.54	NO BID	\$236.99	227.00	190.50	200.72
Fax Drum Unit, Brother, Black	DR-250	Each	\$227.23	231.98			220.49	NO BID	\$291.58	227.00	190.50	200.72
Fax Drum Unit, Brother, Black	DR-400	Each	\$164.99	185.13	14.00		145.94	NO BID	\$150.14	170.00	142.25	149.47
Fax Cartridge, Brother, Black	PC-101	Each	\$47.22	43.44	6.97		47.51	NO BID	\$47.99	40.24	disc	41.34
Fax Cartridge, Brother, Black	PC-201	Each	\$26.52	28.95	5.87		28.84	NO BID	\$35.45	28.40	22.40	26.63
Fax/Printer Cartridge, Brother, Black	PC-301	Each	\$19.93	28.95	4.59		22.04	NO BID	\$28.59	21.98	16.85	19.26
Fax/Printer Cartridge, Brother, Black	PC-91	Each					31.04	NO BID		NO BID	disc	24.21
Toner Cartridge, Brother, Black	TN-430	Each	\$57.33	64.92	10.80		48.64	55.59	\$61.05	63.72	52.60	52.45
Toner Cartridge, Brother, Black	TN-460	Each	\$80.33	79.99	10.80		70.34	79.24	\$78.25	87.60	74.20	86.70
Toner Cartridge, Brother, Black	TN5030PF	Each	\$42.23	47.05			43.55	42.66	\$50.99	40.15	disc	37.72
Inkjet Printer Cartridge, Brother LC 61	LC613PK (Colors)	Each	\$29.53	27.99	0.60		21.34	24.53	\$26.93	27.55	23.20	25.80
Inkjet Printer Cartridge, Brother LC 62	LC612PK (Black)	Each	\$40.98	44.01			36.59	39.01	\$42.38	43.66	36.55	40.74
Inkjet Printer Cartridge, Epson CX6601	T044120 (Black)	Each	\$34.48	16.88	1.32		29.00	30.18	\$29.99	NO BID	disc	31.07
Inkjet Printer Cartridge, Epson CX6601	T044320 (Magenta)	Each	\$18.70	16.88	1.32		15.53	18.00	\$16.19	NO BID	disc	16.82
Inkjet Printer Cartridge, Epson CX6601	T044220 (Cyan)	Each	\$18.70	16.88	1.32		15.53	16.29	\$16.19	NO BID	disc	16.82
Inkjet Printer Cartridge, Epson CX6602	T044420 (Yellow)	Each	\$18.70	16.88	1.32		15.53	16.29	\$16.19	NO BID	disc	16.82
Inkjet Printer Cartridge, HP DJ800	51645A (Color)	Each	\$38.14				48.09	39.16	\$46.99	19.93	34.00	42.43
Inkjet Printer Cartridge, HP DJ801	51645A (Black)	Each	\$38.14	45.45	5.53		48.09	NO BID		12.93	34.00	42.43
Inkjet Printer Cartridge, HP DJ802	51649A (Color)	Each	\$14.33	16.99	6.80		46.21	NO BID		17.93	disc	41.92
Toner, Laser Cartridge, HP	C4092A	Each	\$0.00		11.50		108.52	NO BID		25.69	disc	71.13
Ink Cartridge, HP 54	C4911A (Blue)	Each	\$47.50	46.76	21.00		212.97	NO BID		31.92	disc	158.80
Ink Cartridge, HP 54	C4912A (Magenta)	Each	\$42.81	41.76			48.29	39.19	49.99	NO BID	disc	44.84
Ink Cartridge, HP 14	C5010DN (Tri-color)	Each	\$42.03	41.76			48.29	39.03	49.99	NO BID	disc	44.84
Ink Cartridge, HP 14	C5011DN (Black)	Each	\$0.00				36.21	NO BID		10.50	disc	8.24
Ink Cartridge, HP 78	C6578DN (Tri-color)	Each	\$43.54	46.91	9.78		23.45	NO BID		10.50	disc	7.94
Ink Cartridge, HP56	C6656A (Black)	Each	\$28.36	29.19	4.89		57.11	44.66	30.82	21.69	36.00	46.44
Ink Cartridge, HP56	C6657A (Color)	Each	\$45.27	46.98	8.29		31.69	29.05	30.93	10.89	23.00	26.89
Toner, Laser Cartridge, HP	C7115X	Each	\$89.90	90.28	12.00		54.34	46.30	32.09	15.99	36.50	43.26
Toner, Laser Cartridge, HP	C8061X	Each	\$161.70	165.76	22.00		90.85	NO BID	90.30	30.78	66.00	79.39
Toner Cartridge, HP 96	C8766WNN#140 (3-Color)	Each	\$32.99	34.01	4.04		174.15	157.91	173.11	35.90	126.00	168.22
		Each					30.18	NO BID	23.32	10.99	26.50	30.73

Vendor Name :

1 of 7

Attachment: Office Supply Bid Totals.pdf (2107 : Office Supplies FY18)

FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017

ITEM DESCRIPTION yellow - low bid, pink-non-compliant	SPECIFIC BRAND (no substitute)	UNIT	1 Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
Toner Cartridge, HP 96	C8767WN#140 (Black)	Each	\$38.86	41.19	3.40		44.26	40.14	28.37	10.59	31.15	37.63
Toner Cartridge, HP 96	C9349FN#140	Each	\$13.79	46.98			58.09	NO BID		NO BID	72.00	5.61
Toner Cartridge, HP 96	C9350FN#140	Each	\$16.39				25.91	NO BID		NO BID	46.00	7.74
Ink Cartridge, HP 22	C9352AN (Tri-Color)	Each	\$23.46	24.07	8.29		26.68	23.39	24.90	10.99	18.50	25.17
Ink Cartridge, HP 22	C9353FN#140	Each	\$84.66	88.23			45.38	NO BID	58.48	NO BID	77.00	80.19
Ink Cartridge, HP 380	C9508FN (Black)	Each	\$33.12	34.09			14.58	NO BID	33.64	NO BID	26.00	37.60
Toner Cartridge, HP LaserJet	C9720A (Black)	Each	\$192.88	204.55	30.00		169.74	192.70	210.05	75.96	153.29	183.29
Toner Cartridge, HP LaserJet	C9721A (Cyan)	Each	\$262.75	284.15	30.00		221.52	260.43	301.67	75.96	209.00	249.32
Toner Cartridge, HP LaserJet	C9722A (Yellow)	Each	\$265.80	284.15	30.00		224.50	260.43	301.67	75.96	209.00	249.32
Toner Cartridge, HP LaserJet	C9723A (Magenta)	Each	\$263.67	284.15	30.00		286.33	260.43	301.67	75.96	209.00	252.49
Toner Cartridge, HP LaserJet	C9730A (Black)	Each	\$268.73	289.89	43.00		308.81	260.43	324.99	95.90	213.00	250.12
Toner Cartridge, HP LaserJet	C9731A (Blue)	Each	\$375.07	408.90	43.00		431.33	364.69	454.99	100.05	299.00	358.20
Toner Cartridge, HP LaserJet	C9732A (Yellow)	Each	\$375.94	399.97	43.00		431.33	364.69	505.51	100.05	299.00	358.20
Toner Cartridge, HP LaserJet	C9733A (Magenta)	Each	\$375.33	399.97	43.00		431.33	364.69	454.99	100.05	299.00	358.20
Drum Kit, HP	C9734B	Each	\$442.08	357.30			352.95	NO BID	431.39	210.50	287.00	351.42
Ink Cartridge, HP 54	CB334AN (Black)	Each	\$0.00	16.91	7.65		41.75	NO BID		NO BID	disc	13.66
Toner Cartridge, HP LaserJet	CB540A (Black)	Each	\$71.91	72.63	10.50		84.84	69.47	62.92	45.99	57.00	57.31
Toner Cartridge, HP LaserJet	CB541A (Cyan)	Each	\$0.00	65.91	10.50		76.86	64.44	58.00	45.50	51.00	52.67
Toner Cartridge, HP LaserJet	CB542A (Yellow)	Each	\$66.97	65.91	10.50		77.69	64.44	57.88	45.50	51.00	52.67
Toner Cartridge, HP LaserJet	CB543A (Magenta)	Each	\$66.93	65.91	10.50		76.86	64.44	57.98	45.50	51.00	52.67
Toner Cartridge, HP LaserJet	CC364X	Each	\$271.45	283.87	31.00		287.35	268.07	281.33	85.50	222.00	275.44
Toner Cartridge, HP LaserJet	CE250X	Each	\$178.04	185.01	27.00		189.97	NO BID	188.81	75.50	139.00	163.05
Toner Cartridge, HP LaserJet	CE250X (Black)	Each	\$178.04	185.01	27.00		189.97	NO BID	188.81	75.50	139.00	163.05
Toner Cartridge, HP LaserJet	CE251A (Blue)	Each	\$0.00				111.30	NO BID		NO BID	82.00	110.46
Toner Cartridge, HP LaserJet	CE251A (Blue)	Each	\$240.98	244.44	25.00		274.85	NO BID	255.50	75.99	188.00	220.65
Toner Cartridge, HP LaserJet	CE252A	Each	\$241.92	244.44	25.00		274.85	NO BID	255.50	75.99	188.00	220.65
Toner Cartridge, HP LaserJet	CE252A (Yellow)	Each	\$241.92	244.44	25.00		274.85	232.75	255.50	75.99	188.00	220.65
Toner Cartridge, HP LaserJet	CE253A	Each	\$241.35	244.44	25.00		274.85	NO BID	255.50	75.99	188.00	220.65
Toner Cartridge, HP LaserJet	CE253A (Red)	Each	\$241.35	244.44	25.00		274.85	234.31	264.10	75.99	188.00	220.65
Toner Cartridge, HP LaserJet	CE390X	Each	\$267.01	539.87	31.00		267.75	302.30	149.21	90.99	207.00	241.62
Toner Cartridge, HP LaserJet	CE505X	Each	\$144.11	149.02	12.80		167.99	142.04	140.61	55.69	119.00	139.58
Toner Cartridge, HP LaserJet	CF280X (Black)	Each	\$161.55	166.78	13.00		171.22	155.91	110.63	NO BID	127.00	149.60
Toner Cartridge, HP LaserJet	CF226A (Black)	Each	\$114.59	108.29	35.00		111.30	111.13	82.24	NO BID	82.00	93.81
Toner Cartridge, HP LaserJet	CF410A (Black)	Each	\$84.99	79.99	27.00		82.73	77.25	136.14	66.99	62.00	88.35
Toner Cartridge, HP LaserJet	CF410X (Black)	Each	\$140.51	135.67	30.00		138.01	NO BID	112.57	66.99	105.00	144.78
Toner Cartridge, HP LaserJet	CF411A (Cyan)	Each	\$108.99	104.65	27.00		106.85	99.76	112.57	55.89	79.00	110.06
Toner Cartridge, HP LaserJet	CF412A (Yellow)	Each	\$109.24	104.65	27.00		106.85	99.76	112.57	55.89	79.00	110.06
Toner Cartridge, HP LaserJet	CF412A (Magenta)	Each	\$109.24	104.65	27.00		106.85	99.76	181.32	55.89	79.00	110.06
Printer Cartridge, HP	HEW01333A	Each	\$164.01	173.19	27.00		200.81	163.74	71.58	55.95	133.00	156.59
Printer Cartridge, HP	Q1338A	Each	\$164.01	173.19	27.00		200.81	163.74	120.23	55.90	133.00	156.59
Printer Cartridge, HP	Q2612A	Each	\$70.89	71.15	7.80		74.42	67.72	71.58	34.99	54.00	56.99
Printer Cartridge, HP	Q2613A	Each	\$118.99	119.54	12.70		114.11	111.32		35.65	87.00	103.82
Printer Cartridge, HP	Q2670A	Each	\$108.31	98.98	25.00		201.87	NO BID		65.30	disc	70.61
Printer Cartridge, HP	Q2672A	Each	\$104.99	97.38	25.00		201.19	NO BID		65.30	disc	62.17
Printer Cartridge, HP	Q2673A	Each	\$112.67	97.38	25.00		201.19	NO BID		65.30	disc	62.17

Vendor Name :

FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017

ITEM DESCRIPTION yellow - low bid, pink-non-compliant	SPECIFIC BRAND (no substitute)	UNIT	1 Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
Toner Cartridge, HP LaserJet	Q3960A (Black)	Each	\$50.81	40.87	17.00		125.95	NO BID		42.99	disc	37.74
Toner Cartridge, HP LaserJet	Q3961A (Cyan)	Each	\$67.00	73.01	17.00		151.94	NO BID		48.99	disc	37.74
Toner Cartridge, HP LaserJet	Q3962A (Yellow)	Each	\$74.99	46.50	17.00		151.94	NO BID		48.99	disc	37.74
Toner Cartridge, HP LaserJet	Q3963A (Magenta)	Each	\$57.00	46.50	17.00		151.94	NO BID		48.99	disc	37.74
Drum Kit, HP	Q3964A	Each	\$230.87	227.67	36.50		251.23	NO BID	279.14	no bid	disc	213.20
Toner Cartridge, HP LaserJet	Q3971A (Cyan)	Each	\$0.00	71.15			101.87	NO BID	83.99	48.99	disc	46.91
Toner Cartridge, HP LaserJet	Q3972A (Yellow)	Each	\$0.00	71.15			101.87	NO BID	83.99	no bid	disc	46.91
Toner Cartridge, HP LaserJet	Q3973A (Magenta)	Each	\$0.00	73.49			101.87	NO BID		no bid	disc	46.91
Toner Cartridge, HP LaserJet, Hi Yield	Q5942X	Each	\$248.42	480.81	30.00		272.99	NO BID	266.10	66.80	197.00	229.77
Toner Cartridge, HP LaserJet, Hi Yield	Q5949A (Black)	Each	\$92.54	92.78	12.00		90.83	NO BID	102.99	35.50	72.00	86.64
Toner Cartridge, HP LaserJet, Hi Yield	Q5949X	Each	\$170.59	170.00	13.60		178.73	NO BID	177.64	39.56	131.00	134.05
Toner Cartridge, HP LaserJet	Q5950A	Each	\$198.15	205.97	33.00		172.97	NO BID	199.80	75.89	156.00	187.07
Toner Cartridge, HP LaserJet	Q5951A (Cyan)	Each	\$282.13	298.00	33.00		360.26	NO BID	285.25	94.22	219.00	266.00
Toner Cartridge, HP LaserJet	Q5952A (Yellow)	Each	\$282.43	298.00	33.00		299.93	NO BID	285.83	94.22	219.00	257.43
Toner Cartridge, HP LaserJet	Q5953A (Magenta)	Each	\$282.84	298.00	33.00		235.16	NO BID	285.94	94.22	219.00	266.00
Toner Cartridge, HP LaserJet	Q6000A (Black)	Each	\$81.70	86.10	14.00		89.68	NO BID	66.38	45.99	65.00	77.03
Toner Cartridge, HP LaserJet	Q6001 A (Blue)	Each	\$91.68	94.19	14.00		97.96	NO BID	67.70	45.99	72.00	84.07
Toner Cartridge, HP LaserJet	Q6002A (Yellow)	Each	\$91.87	94.19	14.00		77.44	NO BID	67.70	45.99	72.00	84.07
Toner Cartridge, HP LaserJet	Q6003A (Magenta)	Each	\$91.59	94.19	14.00		77.44	NO BID	67.70	45.99	72.00	84.07
Toner Cartridge, HP LaserJet	Q6470A (Black)	Each	\$145.62	149.99	24.00		148.95	NO BID	149.12	65.35	113.00	134.75
Toner Cartridge, HP LaserJet	Q6471A (Cyan)	Each	\$150.30	155.85	24.00		156.48	NO BID	155.52	65.35	113.00	117.37
Toner Cartridge, HP LaserJet	Q6472A (Yellow)	Each	\$150.30	155.85	24.00		161.61	NO BID	155.52	65.35	113.00	117.37
Toner Cartridge, HP LaserJet	Q6473A (Magenta)	Each	\$151.32	155.85	24.00		156.48	NO BID	155.52	65.35	113.00	117.37
Toner Cartridge, HP LaserJet	Q7504A	Each	\$344.68	341.85			327.50	NO BID	283.99	159.89	240.00	290.73
Toner Cartridge, HP LaserJet, Hi Yield	Q7553X (Black)	Each	\$164.27	168.96	14.80		176.28	NO BID	167.81	33.25	129.00	132.22
Toner Cartridge, HP LaserJet	Q7581A (Blue)	Each	\$189.43	193.97	25.00		172.41	NO BID	192.67	65.99	147.00	173.57
Toner Cartridge, HP LaserJet	Q7583A (Magenta)	Each	\$189.40	200.09	25.00		186.20	NO BID	158.52	65.99	147.00	172.24
ENVELOPES												
Envelope, Brown Kraft #115-62, Size 14, 5" x 11 1/2"	047-11562Q	500/Box	\$65.91	61.89			126.92	NO BID	93.13	44.89		55.11
Envelope, Clasp, 6" X 9"		100/Box	\$9.52	8.70			19.37	5.89	3.94	7.62		6.07
Envelope, Clasp, 6 1/2" x 9 1/2"		100/Box	\$11.11	12.90			13.07	6.41	8.13	10.41		8.84
Envelope, Clasp, 7 1/2" x 10 1/2"		100/Box	\$13.12	14.25			15.58	6.41	9.56	11.59		7.29
Envelope, Clasp, 9" x 12"		100/Box	\$9.24	9.34			10.99	7.56	5.91	7.89		6.89
Envelope, Clasp, 9 1/2" x 12 1/2"		100/Box	\$15.13	14.54			16.65	8.33	11.31	12.89		9.37
Envelope, Clasp, 10" x 15"		100/Box	\$18.19	16.90			22.49	8.84	15.17	12.89		11.62
Envelope, Clasp, 12" x 15 1/2"		100/Box	\$21.03	19.00			25.78	11.82	8.99	9.99		12.94
Envelope, Inter-Department, 10" X 13" Redi-Tac		100/Box	\$31.61	22.99			52.32	14.18	22.78	34.50		16.00
Envelope, Window, # 10, White		500/Box	\$19.97	36.17			25.83	11.35	14.69	10.05		14.89
Envelope, Plain, #10, White		500/Box	\$11.72	12.87			37.83	8.91	5.78	9.05		8.62
FASTENERS (Paper Clips, Binder Clips, Prongs)												
Binder Clips, Mini		12/Box	\$0.36	0.20			1.49	0.18	0.09	0.24		0.29
Binder Clips, Small		12/Box	\$0.33	0.22			1.27	0.19	0.16	0.32		0.27
Binder Clips, Medium		12/Box	\$0.73	0.58			1.42	0.41	0.39	0.55		0.60
Binder Clips, Large		12/Box	\$1.91	1.40			6.09	0.98	1.12	1.59		1.54
Binder Clips, Mini, assorted colors, 100 count		Each	\$3.00	3.50			7.95	3.68	3.49	1.05		2.44
Paper Clips, #1 Small		Box/dzn	\$1.89	1.59			3.48	1.84	1.30	no bid		1.29

Vendor Name :

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Attachment: Office Supply Bid Totals.pdf (2107 : Office Supplies FY18)

FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017

ITEM DESCRIPTION yellow - low bid, pink- non-compliant	SPECIFIC BRAND (no substitute)	UNIT	1 Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
Paper Clips, Jumbo		Box/cdn	\$5.93	4.80			6.75	5.00	4.41	1.59		3.86
Paper Fasteners 1"		Box	\$3.13	2.85			3.25	0.84	1.93			2.04
Prong Paper Fasteners Bases Only 2 3/4" x 2"		100/Box	\$3.48	2.00			3.74	3.50	4.89			3.22
Prong Fasteners 2"		50/Box	\$5.84	4.87			9.38	4.96	6.77			2.97
FILES – FOLDERS & ACCESSORIES												
File Folders, 1/3 Cut, Letter		100/Box	\$7.19	5.95			18.81	5.83	3.76			5.68
File Folders, 1/3 Cut, Legal		100/Box	\$10.72	10.95			16.79	8.00	7.13			7.74
File Folders, 1/3 Cut, Letter, Color	Smead # 53LASMT	100/Box	\$27.43	21.76			37.05	22.40	40.06			10.42
File Pocket #1534G, Letter		10/Box	\$11.60	10.15			12.99	9.20	20.49			7.23
File Pocket #1536G, Legal		10/Box	\$13.41	14.20			24.81	9.60	23.84			8.35
Pocket Portfolios, Twin with 3 Prong Fasteners		Each	\$15.91	11.08			19.50	112.50	23.90	NO BID		9.75
Wallet Expandables 3.5 Elastic		10/Box	\$0.00	4.05			17.45	33.00	10.00	40.00		4.37
Hanging Folders 1/5 Cut Letter		25/Box	\$7.88	5.45			30.87	7.85	4.64			5.14
Hanging Folders 1/5 Cut Legal		25/Box	\$12.12	9.19			36.63	5.12	5.71			6.17
Hanging Folders Box Bottom - 2" Letter Size		25/Box	\$17.27	21.59			23.12	NO BID	16.19	10.99		10.61
White Self-Adhesive Labels 4"x2"		100/Pkg	\$8.76	2.93			6.30	4.14	4.74	NO BID		2.80
File Folder Labels, 3-7/16" x 2/3", 1/3 cut, 1500 labels		50/Box	\$36.24	29.75			34.77	NO BID	14.44	23.99		24.72
File Folder Labels 3 7/8" x 5/8", 25 shts/Box	Ave-05366	Box	\$2.89	2.47			2.35	1.66	2.66	2.05		2.69
Laser Printer Labels 1" x 2 3/8", 25shts/Box	Ave-05202	Box	\$11.69	8.47			8.03	NO BID	7.61	7.89		7.22
Blank Inserts, 1/5 cut	Ave-05260	100/Pkg	\$1.79	1.40			2.05	NO BID	1.59	0.99		1.32
Plastic Tabs for Hanging Folders, 3-1/2 Clear		50 Pack	\$1.86	1.45			8.24	NO BID	5.49	1.99		1.39
Classification Folders	SMD-PC402-5A-2D	10/Box	\$66.04	52.99			47.74	NO BID	37.62	NO BID		56.05
Folders, Smead Classification, (for BPD)	SMD-14079	10/Box	\$63.38	52.99			47.74	44.95	37.62	35.99		48.87
Tent Cards (Embossed)	Avery 8317	Pkg 60	\$21.83	18.75			21.23	NO BID	23.59	12.35		18.52
Labelwriter Labels Model 30323, Dymo	Dymo 30323	220/roll	\$15.64	10.89			21.67	11.56	12.04	11.24		11.24
Labelwriter Labels Model 30327, Dymo	Dymo 30327	Box	\$8.26	9.23			7.87	6.15	3.92	7.52		7.70
Labelwriter Labels Model 30251, Dymo	Dymo 30251	260/Box	\$9.96	8.22			9.30	6.96	7.14	7.05		6.78
Label Cartridge, Black On White, 1/2" x 26-1/5', Brother	M2312Pk	2/Pkg	\$16.43	16.38			18.84	14.73	18.85	12.59		12.68
Label Cartridge, Black On White, 12 MM x 0.47,	TZ231	Each	\$12.36	11.77			16.68	NO BID	9.30	NO BID		11.51
FLASH DRIVES												
Flash Drive, 4 GB, SanDisk	SDCZ60-004G	Each	\$0.00	6.63			10.79	NO BID	4.55	A 8.85		
Flash Drive, 8 GB, SanDisk	SDCZ60-008G	Each	\$0.00	16.02			12.59	NO BID	6.99	13.96		24.99
Flash Drive, 16 GB, SanDisk	SDCZ48-016G	Each	\$0.00	24.56			26.99	NO BID	11.05	20.85		36.99
Flash Drive, 32 GB, SanDisk	SDCZ48-032G	Each	\$0.00	55.49			19.99	NO BID	15.34	52.99		89.99
Flash Drive, 64 GB, SanDisk	SDCZ48-064G	Each	\$0.00	31.52			80.99	NO BID	49.99	40.20		
HIGHLIGHTERS and MARKERS												
Highlighter, Fluorescent, Chisel Point, Yellow	AVE 24-000	12/Box	\$5.88	6.65			10.80	5.98	7.86	4.69		4.16
Highlighter, Fluorescent, Chisel Point, Pink	AVE 24-010	12/Box	\$6.26	6.65			10.80	5.61	7.86	4.59		4.16
Highlighter, Fluorescent, Chisel Point, Blue	AVE 24-013	12/Box	\$6.24	6.65			10.80	5.61	7.86	4.59		4.16
Highlighter, Fluorescent, Chisel Point, Green	AVE 24-020	12/Box	\$6.71	6.65			10.80	5.61	7.86	4.59		4.16
Highlighter, Fluorescent, Chisel Point, Orange	AVE 24-050	12/Box	\$6.38	6.65			10.80	5.61	7.86	4.59		4.16
Marker, Permanent, Yellow	SAN-85005	Each	\$4.50	4.57			6.34	3.97	6.04	3.78		4.98
Marker, Chisel Tip Black	SAN-27158	12/Box	\$0.00	3.39			11.34	NO BID	1.49	NO BID		5.44
Marker, Permanent, Fine Pt. Black, Sharpie	SAN-30001	12/Pkg	\$8.44	7.99			9.43	7.97	8.28	8.99		8.42
Marker, Dry Erase, Bullet, 4 Color Set, Expo	SAN88074		\$6.48	2.84			8.02	3.57	3.33	3.99		5.77
PAPER, COPY												
Paper 8 1/2" x 11", 92 brightness, 20 #, 500shts/rm		10/Ctn	\$31.99	25.70			38.82	29.07	26.99	33.59		27.00

Vendor Name :

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Attachment: Office Supply Bid Totals.pdf (2107 : Office Supplies FY18)

FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017

ITEM DESCRIPTION yellow - low bid, pink-non-compliant	SPECIFIC BRAND (no substitute)	UNIT	1 Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
Paper 8 1/2" x 14", 92 brightness, 20#, 500shts/rm		10/Ctn	\$60.96	42.50			52.82	43.90	78.33	44.50		44.21
Paper 11" x 17", 92 brightness, 20#, 500shts/rm		10/Ctn	\$50.72	49.98			113.94	38.86	61.44	36.98		39.99
Paper 8 1/2" x 11" Various Colors, 18#, 500shts/rm		Ream	\$0.00				5.07	4.15	3.59	5.50		4.43
Paper 8 1/2" x 14", Various Colors, 18#, 500shts/rm		Ream	\$0.00	8.50			10.84	5.64	8.13	5.89		8.16
Paper, HP Laser Jet, 8 1/2" x 11", 24#, 500shts/rm	HEWQ1338A	Ream	\$164.01	172.19			200.81	163.74	6.37			11.71
Paper 8 1/2" x 11" Ivory Vellum, 67#, 250/pk	82361	Pack	\$9.54	10.00			31.71	46.45	11.81	5.89		11.15
Paper, 11"x 17", Photo, 28#, White 500shts/rm	HAM102541	Ream	\$20.93	21.39			18.04	19.14	16.47	14.99		16.41
PAPER SUPPLIES (Note Pads, Note Paper)												
Adding Machine Paper 2-1/4" x 150, White,		12/Pkg	\$7.48	6.05			16.80	4.44	2.16	4.99		5.07
Legal Pad 3 X 5, White or yellow		12/Pkg	\$5.60	7.29			8.56	13.94	9.76	10.40		12.85
Legal Pad 5" x 8", White or Yellow		12/Pkg	\$6.47	6.19			8.56	2.77	1.94	4.99		4.74
Legal Pad 8 1/2" x 11", White or Yellow		12/Pkg	\$9.60	6.59			12.76	5.52	3.57	9.99		6.83
Legal Pad 8 1/2" x 14", White or Yellow		12/Pkg	\$14.35	17.89			16.39	8.57	12.29	14.99		10.24
Memo Notebook, Pocket Size, 3" x 5"		12/Pkg	\$0.00	1.25			9.14	0.68	3.06	5.89		0.71
Notebook 1 Subject College Ruled		Each	\$2.39	0.85			4.15	2.09	2.52			5.03
Notebook 3 Subject College Ruled		Each	\$2.36	2.95			2.76	2.38	3.99	5.99		1.93
Phone Message Books, 200 Duplicate Message Sets	Adams SC1154L	12/Box	\$4.14	5.59			115.80	50.64	13.29			34.20
Paper, Thermal, 3-1/8" x 230", White	5214	50/Ctn	\$74.99	59.99			216.21	80.05	137.52	15.59		62.86
Scratch Pads 3" x 5", White		12/Pkg	\$5.60	10.80			7.51	2.11	5.63	5.99		4.46
Scratch Pads 4" x 6", White		12/Pkg	\$8.08	4.35			9.44	3.63	7.08	7.89		6.43
Steno Pads #76620		Each	\$1.32	1.25			3.20	0.68	13.89	0.99		0.89
Transparency Film, color laser, 8 1/2"x11"-50 shts/Pkg	CG3700	Pkg	\$0.00	41.95			64.19	NO BID	no bid	32.99		13.64
PENS & PENCILS												
Pens, Fine Point, Black		12/Pkg	\$1.07	0.90			3.37	5.84	2.76	10.17		0.96
Pens, Medium Point, Black		12/Pkg	\$1.07	0.90			1.27	5.84	1.79	9.20		0.96
Pens, Fine Point, Blue		12/Pkg	\$1.07	1.27			3.67	5.84	2.76	10.19		0.96
Pens, Medium Point, Blue		12/Pkg	\$1.07	0.90			1.24	5.84	1.79	10.19		0.96
Pens, Medium Point, Blue, Papermate Comfort	PAP6310187	12/Pkg	\$8.14	5.80			12.85	6.96	10.13	6.89		10.18
Pens, Gel, Bold Tip, Blue, Papermate	PAP1746325	12/Pkg	\$11.71	9.90			17.71	8.40	15.65	8.89		13.67
Pens, Ballpoint Stick, Medium Point, Black, Pentel	PENBK91	12/Pkg	\$0.00	7.65			12.25	5.60	5.14	6.89		9.84
Pens, Gel, Retractable, Fine Tip, Black, Pilot G-2	PIL31020	12/Pkg	\$13.62	11.39			16.99	12.39	7.08	12.99		17.40
Pens, Gel, Retractable, Fine Tip, Blue, Pilot G-2	PIL31021	12/Pkg	\$13.45	11.39			17.63	12.39	7.07	12.99		17.40
Pens, Gel, Retractable, Fine Tip, Red, Pilot G-2	PIL31022	12/Pkg	\$13.63	11.39			15.85	12.39	11.86	11.99		17.40
Pens, Gel, Retractable, Bold Tip, Red, Pilot G-2	PIL31258	12/Pkg	\$14.99	15.78			15.60	12.39	11.86	10.99		17.40
Pens, Atlantis Retractable, Medium Tip, Black, Bic	BicVCG11BK	12/Pkg	\$9.31	10.80			6.64	9.81	7.36	8.02		10.56
Pens, Rollerball 5 MM, Pilot Precise V5, Black	35334	12/Pkg	\$15.51	12.35			26.24	13.44	18.95	12.99		17.52
Pens, Rollerball 5 MM, Pilot Precise V5, Blue	35335	12/Pkg	\$15.99	12.35			13.92	13.44	18.95	12.99		17.52
Pens, Micro Point, 0.5, Uni-Ball, Black	SAN 60151	12/Pkg	\$9.29	8.19			20.63	8.12	14.90	8.02		10.25
Pens, Vision Elite, Micro Point, 0.5, Uni-Ball, Black	SAN69000	12/Pkg	\$2.18	1.50			19.66	1.19	1.68	1.98		2.02
Pens, Gel, Retractable, Medium Point, Zebra, Blue	ZEB42420	12/Pkg	\$11.03	12.30			11.77	9.63	15.80	7.02		11.24
Pens, Gel, Retractable, Medium Point, Zebra, Black	ZEB46810	12/Pkg	\$11.63	12.75			10.21	9.62	15.80	7.02		11.24
Pens, DriMark Counterfeit Detector, Black, 3/pk	DRI3513B	3/Pkg	\$9.36	9.69			13.95	6.28	11.89	6.59		6.01
Pens, Pm Preventa Counter Style with 24" ball chain	PMC05059	Each	\$3.76	2.30			4.51	3.46	3.37	2.58		3.55
Pens, Pm Preventa Counter Style, Deluxe refills	PMC05058	2/Pkg	\$1.69	1.60			4.86	0.95	2.19	1.38		1.10
Pens, Blue, Medium Pt, Bic	BICM5118E	12/Pkg	\$2.67	2.70			2.27	1.90	1.90	2.10		2.54
Pencils, Wood, #2, made in USA		12/Pkg	\$2.02	0.79			1.91	1.44	0.39	0.80		0.95

Vendor Name :

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FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017

ITEM DESCRIPTION yellow - low bid, pink-non-compliant	SPECIFIC BRAND (no substitute)	UNIT	1 Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
Pencils, Mechanical, Clicker Clicker, 5mm	PEN345T-A	12/Pkg	\$0.00	3.39			28.32	2.62	2.23	no bid		3.84
Pencil Lead Refills, 5mm	PEN100HB 0.5	Tube	\$0.00	0.72			0.54	0.49	0.46	no bid		0.45
Pencil Lead Refills, 7mm	PEN100HB 0.7	Tube	\$0.00	0.72			0.54	0.49	0.44			0.45
Pencil Erasers, Refill, 5/tube	PEN PDE1	Tube	\$1.31	1.20			0.79	2.62	0.83	0.99		1.28
RIBBONS												
Calculator Ribbon, Red/Black		12/Pkg	\$23.88	29.88			44.76	NO BID	10.96	15.99		18.00
Brother P-Touch Tape Black on White	Brother M-K 231	Each	\$0.00	11.77			8.38	NO BID	6.69	6.79		9.90
Tape Cartridge Brother Label Maker	BRT-TC-20	2/Pkg	\$29.49	30.25			35.99	26.92	39.56	23.99		21.42
STICKY NOTE PADS, FLAGS, PAGE MARKERS												
Sticky Notes, 1 1/2" x 2", Post-It	MMM 6539	12/Pkg	\$2.38	2.40			3.47	4.77	3.86	1.59		2.46
Sticky Notes, 2" X 2", Post-It	MMM2051-3PK	3/Pkg	\$7.90	7.89			4.97	5.90	5.92	5.89		8.09
Sticky Notes, 3" x 3", Post-It	MMM 6549	12/Pkg	\$5.06	4.89			7.74	2.93	8.32	3.89		4.98
Sticky Notes, 3" x 5", Post-It	MMM 6559	12/Pkg	\$6.96	7.11			10.65	4.16	11.83	4.98		7.16
Sticky Notes, (Accordion style) 3 x 3, Post-It	285621 3M Brand	Each	\$0.00	5.85			1.87	15.61	6.33			1.35
Sticky Notes, 4 x 6 Ruled, Post-It	MMM605SSCY	5/Pkg	\$11.92	13.19			15.24	13.45	10.08	9.89		13.79
Page Markers (Assorted, 50 Sheets Per Pad, Post-It	MMM	4/Pkg	\$0.00	4.79			0.08	3.17	3.35	3.54		9.77
Page Markers (Red, Yellow, Green, Blue), Post-It	MMM680-RYGB2	2/Pkg	\$8.99	8.89			12.02	6.34	10.79	5.20		9.63
, Post-It	MMM680-PG0P2	2/Pkg	\$9.35	8.89			0.15	6.34	10.79	5.20		9.63
Flags, 1/2 page, (assorted colors)		10/Pkg	\$1.67	9.40			8.00	NO BID	3.18	NO BID		2.09
Flag, Combo Pack, Assorted sizes, bright colors		Pkg	\$7.03	13.69			2.21	7.00	10.35	10.99		9.63
Flag, Combo Pack, Assorted sizes, standard colors		Pkg	\$7.20	11.83			2.88	7.00	8.33	8.99		9.63
Flag, Sign-Here, assorted colors		Pkg	\$3.32	4.49			1.79	3.98	2.84	3.99		3.65
STORAGE BOXES												
Bankers Box 4 5/8" H x 10 3/4" W x 23 1/4" D	FEL00703	12/Box	\$33.83	19.75			43.56	30.61	26.14	29.99		20.54
Bankers Box, 4 63" H x 10" W x 23.25" D,	FEL00005		\$157.37	143.11			215.24	125.14	179.48	12.59		152.69
TAPES & ADHESIVES												
Tape, Invisible, 3/4" x 1296", roll		Each	\$0.95	2.49			1.12	8.22	5.95	0.75		0.80
Tape, Sealing, 1-7/8" x 164", clear,		6/Pkg	\$10.32	5.28			8.36	5.80	10.59	NO BID		5.50
Tape Dispenser, Black		Each	\$1.59	1.50			3.73	1.57	0.71	1.28		1.39
Glue Sticks, 26 oz, value pack		12/Pkg	\$4.20	8.00			4.08	12.12	4.48	2.99		3.74
MISCELLANEOUS OFFICE SUPPLIES												
Canned Air, 10 oz.		2/Pkg	\$7.71	5.55			21.58	20.40	8.87	7.19		6.36
Certificates (Blank) w/Optima Gold 8 1/2 x 11		25/Pkg	\$4.48	4.52			5.96	3.42		NO BID		3.87
Correction Tape Side Application -1 Line		2/Pkg	\$1.77	3.39			6.08	2.93	3.63	1.69		4.47
Correction Tape Side Application -Jumbo		Each	\$0.89	3.39			5.87	0.97		NO BID		1.48
Daily Calendar Refill (5 1/2X 3 1/4)	Year Specific	Each	\$1.99	1.40			8.09	2.84	1.15	NO BID		1.72
Desk Pad Calendar, 12 month, 22" x 17"	Year Specific	Each	\$3.89	2.12			8.62	10.32	2.35	1.98		3.42
Fingertip Moistener, Sortqwik		12/Pkg	\$1.20	1.20			14.64	1.12	5.07	2.99		0.77
Key Tags 1 1/4" Diameter Split Rings, 1# Box		Each	\$5.32	5.35			4.37	5.60	5.15	4.20		6.13
Lanyards, Nylon, 34" Black		Each	\$0.44	4.91			1.12	2.38	1.35	3.16		0.49
Liquid Paper Multi-Fluid		Each	\$0.66	1.32			0.85	0.99	2.06	NO BID		1.49
Rubber Bands, Size 18, 1# Box		Each	\$3.14	5.99			9.86	4.02	6.56	0.98		2.65
Rubber Bands, Size 32, 1# Box		Each	\$3.35	5.75			4.75	4.02	1.94	2.65		2.65
Rubber Bands, Size 64, 1# Box		Box	\$3.35	4.55			4.75	4.02	3.13	2.99		2.65
Scissors, 8", stainless steel, black handles		Each	\$1.72	2.79			2.53	0.70	3.13	1.05		0.70
Staples, chisel point, standard size		Box	\$0.76	0.62			1.85	0.55	0.29	0.65		0.68

FY2017-04-051 OFFICE SUPPLIES
DUE MAY 11, 2017

ITEM DESCRIPTION yellow - low bid, pink-non-compliant Stapler, full size, black	SPECIFIC BRAND (no substitute)	UNIT	11Source	AZOR	Copy Tech	Diversified Products	Guy Brown	School Specialty	Staples	Tera Tech	Tree House	Yuletide
		Each	\$3.24	2.99			4.90	2.22	1.23	18.28		1.99
TOTAL ITEMS PER VENDOR	Vendor Totals		10	29	0		17	38	46	22	3	90

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

Subdivision Contract for Wal-Mart Academy.

SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and WAL-MART REAL ESTATE BUSINESS TRUST hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of APRIL 18, 2017, approved the Site Plan, Grading, and Erosion Control Plans for WAL-MART #0950 ACADEMY, and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design,

construction and installation of improvements within or without the limits of the site plan.

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

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the

requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

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

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

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

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is

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

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

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

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

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

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY SUBDIVISION ORDINANCE Amended October 10, 2002. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII**HOLD HARMLESS**

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

SPECIAL CONDITIONS

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL
PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS
HEREINBEFORE DETAILED FOR:
WAL-MART REAL ESTATE BUSINESS TRUST

I. Due at Execution of Subdivision Contract and before Construction Begins:

- | | | |
|----|--|--------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$30,300.00) | <u>\$4,545.00</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$30,300.00 | <u>\$1,818.00</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$33,600.00 \$504.00 | <u>\$504.00</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$25.00 | <u>\$10.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service
2 (1) for domestic and (1) irrigation | <u>\$6,000.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost \$1,008.00
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$33,600.00 | <u>\$1,008.00</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | |

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre X	
	=	\$0.00
	\$33 per Front Foot x 000'	\$0.00
	(1) Sewer Service Connection Fee	<u>\$2,000.00</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	0 Acres	<u>\$ -</u>
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		<u>\$ 250.00</u>
9	City portion of Water Improvements		N/A
	TOTAL DUE CITY		\$16,135.00

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

1. Asphalt Paving Cost (Estimated Construction Cost)		\$ -
2. Street Light (Estimated	(Street Light Removal)	\$ -
TOTAL DUE II		<u>\$ -</u>

III. Upon Execution of Subdivision Contract and Before Construction Begins 100% of Development Cost (BOND)	\$33,600.00
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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: WAL-MART REAL ESTATE
BUSINESS TRUST

By:_____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 06/13/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

AGENDA ITEM

Site Plan, Grading, and Erosion Control Contract for Christian Life Tabernacle.

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and CHRISTIAN LIFE TABERNACLE hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of April 3, 2017, approved the Site Plan, Grading, and Erosion Control Plans for CHRISTIAN LIFE TABERNACLE, and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

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

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved

Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

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

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

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

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

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

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

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

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

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

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

V

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

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

VII**HOLD HARMLESS**

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

SPECIAL CONDITIONS:

- 1 The existing sanitary sewer services that are not being used shall be excavated down to the sewer main and cut off and capped.
- 2 The existing domestic water services that are not being used shall be excavated down to the water main and cut off at the corporation stop.
- 3 The original Plat shall be replaced with an update showing the abandonment of all unused utility easements.

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
CHRISTIAN LIFE TABERNACLE

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

- | | | | |
|----|---|------------------------|--------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$46,430.00) | | <u>\$6,964.50</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost | \$46,430.00 | <u>\$2,785.80</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater | | |
| | | \$175 x 1 = \$ 175.00 | |
| | | 1.5% of \$215,780.00 | \$3,236.70 |
| | | | <u>\$3,236.70</u> |
| 3. | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract | | |
| | | \$10.00 implies | \$10.00 |
| | | \$25.00 implies | \$0.00 |
| | | | <u>\$10.00</u> |
| 4. | Water Connection Fee

@ \$3,000.00 per service | | |
| | | (3) Water Service Taps | <u>\$9,000.00</u> |
| 5. | City Site Plan Inspection @
A: 3% of Development Cost
or B: \$300.00 per Lot
Whichever is greater
Development Cost = | | |
| | | | \$6,473.40 |
| | | | \$300.00 |
| | | \$215,780.00 | <u>\$6,473.40</u> |
| 6. | Cost of Water and Sewer Mains to
the Subdivision | | |

SEWER BASIN:

7.	Sewer Connection Charge at		south
	\$2333 per acre for a total of 20.76 Acres =	\$48,433.08	
	previous payment by Davies Manor (BMA 9-11-12) were	\$ (27,000.00)	
	Balance to be under this Contract is:	\$21,433.08	\$21,433.08

DRAINAGE BASIN:

8.	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		South
	=	n/a	
8.	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	(Waived as a part of Board Action BMA 9-12-12)		
	20.76 Acres	\$ -	\$ -
9.	City portion of Water Improvements		
10.	Cash in lieu of constructing green belt walking trail		
TOTAL DUE CITY			\$49,903.48

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$ -
2. Street Light (Estimated (Street Light Removal) construction cost) \$10,565.17 to be paid to MLGW by Christian Life Tabernacle Church	\$ -
TOTAL DUE II	\$ -

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) **\$215,780.00**

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

Bartlett, Tennessee, this _____ day of _____, _____.

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: CHRISTIAN LIFE TABERNACLE

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 06/13/17 07:00 PM

Department: Parks and Recreation

Category: Contract

Prepared By: Debbie Christopher

Department Head: Shan Criswell

AGENDA ITEM

**Contract for professional services agreement alternate bid for
Deermont Park restroom renovations.**

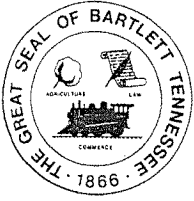
This includes foundation and structural details, new systems, and revised plans and specs to show a completely new restroom of similar design to the renovation plans already completed.

This is a budgeted item with funding from Account 311.48311.780.51617. Please award this design contract to RossWitt, PLLC in the amount of \$12,800.00.

Mr. Rick McClanahan, P.E.
City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

Pen

Approved by: _____, _____
Signature and title date



City of Bartlett

A. Keith McDonald, *Mayor*

Shan Criswell, *Parks Director*

MEMORANDUM

TO: Mayor A. Keith McDonald

cc: Mark Brown

FROM: Shan Criswell

RE: RossWitt - Deermont Restroom
Renovations Alternate Bid

DATE: May 25, 2017

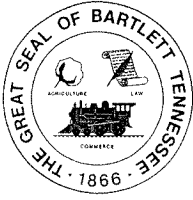
RossWitt was originally awarded the design contract for the renovations of the Bartlett Soccer Park Restroom and for Deermont Park Restrooms.

It was decided after some meetings and discussion with Engineering to add an alternate bid. This bid would include the removal of all walls, existing concrete slab and old plumbing because they are in pretty bad shape.

The cost for this additional design work is \$12,800. Funding is available under account 311.48311.51417.

I would like permission to place this on the consent agenda for the June 13th Mayor and Board of Alderman meeting.

Thank you.



City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director

MEMORANDUM

TO: Mayor A. Keith McDonald
CC: Mark Brown
FROM: Shan Criswell
RE: Deermont Park Restroom Renovations
DATE: May 25, 2017

The bids have come in for the Deermont restroom renovations and the low bid was Terry Bell Construction with a base bid of \$269,777.00. In my CIP accounts for Restroom Renovations 311.48311.780.51617, I have \$249,344 remaining. To complete this project, I will need to pay the following:

\$ 12,800	New Alternate Expense Design Ross Witt
\$ 6,250	Construction Administration Ross Witt
\$269,277	Base Bid Terry Bell Construction
\$ 30,000	Contingency
\$318,827	TOTAL

The difference is \$69,482. In my Recreation Center Capital 311.48311.780.514317 there is \$79,695 which is not going to be used. I would like to request permission for Finance to move \$70,000 into my CIP Restroom Renovations 311.48311.780.51617.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Apple Capital Lease Debt Obligation Form for school computers.

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of Bartlett, Tennessee</u>
Address	<u>6400 Stage Road</u>
	<u>Bartlett, TN 38134</u>
Debt Issue Name:	<u>Apple Computer Acquisition Lease Series 2017</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: <u>\$ 1,060,800.00</u>	
Premium/Discount:	<u>\$</u>
3. Interest Cost: <u>2.5900 %</u>	
☒ Tax-exempt ☐ Taxable	
☐ TIC ☐ NIC	
☐ Variable: Index _____ plus _____ basis points; or	
☐ Variable: Remarketing Agent _____	
☒ Other: <u>Discounted Interest Rate Calculation</u>	
4. Debt Obligation:	
☐ TRAN ☐ RAN ☐ CON	
☐ BAN ☐ CRAN ☐ GAN	
☐ Bond ☐ Loan Agreement ☒ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
5. Ratings:	
☒ Unrated	
Moody's _____	Standard & Poor's _____ Fitch _____
6. Purpose:	
☐ General Government _____ %	BRIEF DESCRIPTION
☒ Education <u>100.00</u> %	<u>Apple Laptops for School Employees</u>
☐ Utilities _____ %	_____
☐ Other _____ %	_____
☐ Refunding/Renewal _____ %	_____
7. Security:	
☐ General Obligation	☐ General Obligation + Revenue/Tax
☐ Revenue	☐ Tax Increment Financing (TIF)
☒ Annual Appropriation (Capital Lease Only)	☐ Other (Describe): _____
8. Type of Sale:	
☐ Competitive Public Sale	☐ Interfund Loan _____
☐ Negotiated Sale	☐ Loan Program _____
☒ Informal Bid	
9. Date:	
Dated Date: <u>05/25/2017</u>	Issue/Closing Date: <u>05/25/2017</u>

REPORT ON DEBT OBLIGATION

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

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$229,430.80	2.5900 %		\$	%
2019	\$274,643.86	2.5900 %		\$	%
2020	\$277,115.65	2.5900 %		\$	%
2021	\$279,609.69	2.5900 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

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

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

11. Cost of Issuance and Professionals:☒ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION

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

12. Recurring Costs:		
☒ No Recurring Costs		
	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:	
☒ None Prepared	
☐ EMMA link	or
☐ Copy attached	

14. Continuing Disclosure Obligations:	
Is there an existing continuing disclosure obligation related to the security for this debt?	☐ Yes ☒ No
Is there a continuing disclosure obligation agreement related to this debt?	☐ Yes ☒ No
If yes to either question, date that disclosure is due _____	
Name and title of person responsible for compliance _____	

15. Written Debt Management Policy:	
Governing Body's approval date of the current version of the written debt management policy	12/13/2011
Is the debt obligation in compliance with and clearly authorized under the policy?	☒ Yes ☐ No

16. Written Derivative Management Policy:	
☒ No derivative	
Governing Body's approval date of the current version of the written derivative management policy _____	
Date of Letter of Compliance for derivative _____	
Is the derivative in compliance with and clearly authorized under the policy?	
☐ Yes ☐ No	

17. Submission of Report:	
To the Governing Body:	on 06/13/2017 and presented at public meeting held on 06/13/2017
Copy to Director to OSLF:	on 06/14/2017 either by:
☒ Mail to: 505 Deaderick Street, Suite 1600 James K. Polk State Office Building Nashville, TN 37243-1402	OR ☐ Email to: StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:	
 AUTHORIZED REPRESENTATIVE	 PREPARER
Name: A. Keith McDonald	Name: Dick Phebus
Title: Mayor	Title: Finance Director
Firm: City of Bartlett, Tennessee	Firm: City of Bartlett, Tennessee
Email: kmcdonald@cityofbartlett.org	Email: dphebus@cityofbartlett.org
Date: 06/14/2017	Date: 06/14/2017



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 06/13/17 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for June 2017.

NEW BUSINESS

Special Use Permit Hearing

I. 3A Collision, LLC, 6420 Summer Avenue (Paul Bray, The Bray Firm)

INTRODUCTION: Mr. Paul Bray with The Bray Firm, representing the owner of 3A Collision Center, is requesting Planning Commission approval of a Special Use Permit (SUP) for an auto body repair use for the 3A Collision Center. The subject property is located north of Elmore Road, on the west side of Summer Avenue within the "C-H" Highway Business Zoning District.

BACKGROUND: According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required for auto body repair uses within the "C-H" Zoning District. Surrounding uses include: an auto body repair shop, a motorcycle repair and accessory shop, a gas station, and a retail strip center. The subject property is located on Lot 1 of the Grace Subdivision. On July 7, 2014, the Planning Commission recommended the approval of a SUP for the applicant to operate an auto body repair facility on the lot directly south of the subject property. On August 26, 2014, the Board of Mayor and Aldermen approved the SUP on Lot 2 of the Grace Subdivision.

DISCUSSION: The specific request by the applicant is for the Planning Commission to recommend the approval of a SUP to the Board of Mayor and Aldermen in order for the applicant to develop a 1.47-acre site, and operate an auto body repair facility within the "C-H" Zoning District. The applicant intends to build a new 6,200 square foot building to operate the business. Access to the property will be from two existing driveway connections on Lot 2 of the subdivision which has an ingress/egress connection off Summer Avenue.

Recommendation forwarded to the Board of Mayor and Aldermen for approval with conditions of staff.

Subdivision Construction Plan

2. Phase I, Village at Deer Run Subdivision, East Side of Kirby-Whitten at Jessica Drive (Paul Bray, The Bray Firm)

INTRODUCTION: Mr. Paul Bray with The Bray Firm is requesting Planning Commission approval of the construction plan for the Village at Deer Run Subdivision, Phase I. The subject

property is located north of the Windsong Subdivision on the east side of Kirby-Whitten Road, west of Jessica Drive within the “RS-15” Residential Zoning District.

BACKGROUND: On March 6, 2017, the Planning Commission approved the Master Plan for the Village at Deer Run Subdivision, Phase I. The approved Master Plan consisted of 20 residential lots on 12.1-acres of land. The lot sizes will range in size from 15,000 square feet to 17,825 square feet. The applicant plans to develop the subdivision in three phases with the Planning Commission’s approval of each phase, and may generate up to 40 more lots totaling 60-lots on 38.1-acres of land.

DISCUSSION: The specific request by the applicant is for the approval of the construction plan for the Village at Deer Run Subdivision, Phase I. The construction plans for the subdivision include: an area reserved for storm-water detention, a subdivision fence detail, grading and drainage plans, erosion control plan, sanitary sewer plan, tree plan, and a street plan for Wind Way Drive and Wind Way Cove. Access to the subdivision will be from Kirby-Whitten Road to the proposed Wind Way Drive.

Approved with conditions of staff.

Final Plan

3. Phase I, Village at Deer Run Subdivision, East Side of Kirby-Whitten at Jessica Drive (Paul Bray, The Bray Firm)

INTRODUCTION: Mr. Paul Bray with The Bray Firm is requesting Planning Commission approval of a Final Plan for Phase I of the Village at Deer Run Subdivision. The subject property is located north of the Windsong Subdivision on the east side of Kirby-Whitten Road, west of Jessica Drive within the “RS-15” Residential Zoning District.

BACKGROUND: On March 6, 2017, the Planning Commission approved the Master Plan for the Village at Deer Run Subdivision, Phase I.

DISCUSSION: The specific request by the applicant is for the approval of a Final Plan for 20 residential lots on 12.1-acres of land. However, the entire subdivision will have 60-lots and will be built in three phases (requiring 3 Master/Construction/Final Plan approvals) on a total of 38.1-acres. The lot sizes will range in size from 15,000 square feet to 17,825 square feet. The northernmost side of the property will have 3.34-acres of common open space area which is part of the greenbelt, and an area reserved for storm-water detention. Access to the subdivision will be from Kirby-Whitten Road to the proposed Wind Way Drive.

Approved with conditions of staff.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for April 2017.

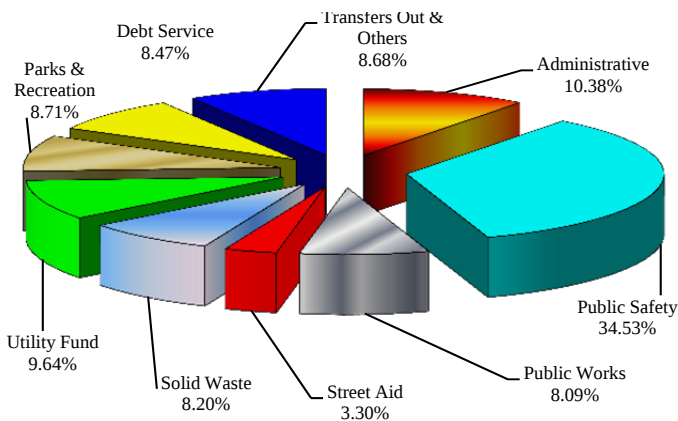


City of Bartlett

FINANCIAL REPORT

April 31, 2017

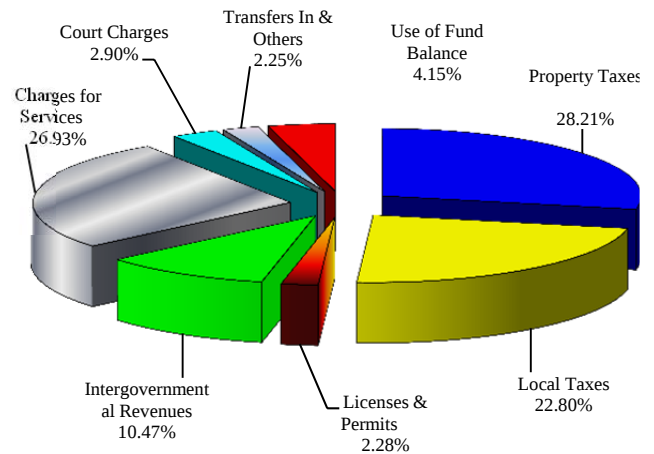
Total Expenditures, FY 2017 Budget: \$72,630,170



BUDGET HIGHLIGHTS

- Building & Development Fees are more than budget. Local Sales Tax & Court Charges are below budget. Other revenues are within budget.
- Property taxes are delinquent March 1st, delinquent notices have been mailed.
- Fiscal Year 2018 budget were presented to the Board of Mayor and Aldermen on May 9.

Total Revenues, FY 2017 Budget: \$72,630,170



FY 2017 YEAR-TO-DATE For The Period Ending April 30, 2017

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,139,615	\$ 5,390,413
Public Safety	24,640,729	20,534,608
Public Works	5,760,665	4,649,692
Parks and Recreation	5,634,400	4,304,367
Performing Arts	601,966	483,709
Transfers & Other Gen. Fund Items	3,855,646	3,929,759
Subtotal	\$ 47,633,021	\$ 39,292,547
General Fund Revenues		
Property Taxes	\$ 20,492,302	\$ 19,936,845
Local Taxes	13,222,946	8,749,639
Building and Development Fees	1,657,700	1,387,867
Intergovernmental	6,027,000	3,732,136
Charges for Services	3,985,384	3,079,695
Court Charges	180,000	142,145
Other Revenue	437,689	342,269
Subtotal	\$ 47,633,021	\$ 38,649,908
Special Rev. Funds - Expenditures	\$ 9,855,446	\$ 12,912,310
Special Rev. Funds - Revenues	\$ 9,855,446	\$ 12,018,264
Utility Expenses	\$ 10,606,000	\$ 8,701,206
Utility Revenues	\$ 10,606,000	\$ 6,996,780
Debt Service Expenditures	\$ 4,535,703	\$ 4,385,398
Debt Service Revenues	\$ 4,535,703	\$ 3,113,801
Total Expenditures	\$ 72,630,170	\$ 65,291,462
Total Revenues	\$ 72,630,170	\$ 60,778,752

Note: FY 2017 Adopted Budget includes use of fund balance in the Special Revenue Funds, Utility Fund and Debt Service Fund.

Attachment: Apr17FinRpt (2126 : Treasurer's Report for April 2017)



City of Bartlett -- Financial Summary For The Period Ending April 30, 2017



	FY 2016 Actual	FY 2017 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2016	Year-to-Date Actual FY 2017	Increase/ Decrease in \$	Percent of FY 2016 Actual	Percent of FY 2017 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,495,877	\$ 7,139,615	\$ 643,738	\$ 5,052,308	\$ 5,390,413	\$ 338,105	77.78%	75.50%	-2.28%
Public Safety	23,004,852	24,640,729	1,635,877	19,501,637	20,534,608	1,032,971	84.77%	83.34%	-1.44%
Public Works	5,393,002	5,760,665	367,663	4,356,339	4,649,692	293,353	80.78%	80.71%	-0.06%
Parks and Recreation	5,247,535	5,599,118	351,583	4,325,352	4,304,367	(20,986)	82.43%	76.88%	-5.55%
Performing Arts	561,925	637,248	75,323	473,833	483,709	9,876	84.32%	75.91%	-8.42%
Transfers & Other Gen. Fund Items	5,409,674	3,855,646	(1,554,028)	5,401,790	3,929,759	(1,472,031)	99.85%	101.92%	2.07%
Total General Fund Expenditures	\$ 46,112,864	\$ 47,633,021	\$ 1,520,157	\$ 39,111,259	\$ 39,292,547	\$ 181,289	84.82%	82.49%	-2.33%
General Fund Revenues									
Property Taxes	\$ 20,086,325	\$ 20,492,302	\$ 405,977	\$ 19,827,142	\$ 19,936,845	\$ 109,703	98.71%	97.29%	-1.42%
Local Taxes	12,924,927	13,222,946	298,019	8,623,993	8,749,639	125,646	66.72%	66.17%	-0.55%
Building and Development Fees	1,681,585	1,657,700	(23,885)	1,212,683	1,387,867	175,184	72.12%	83.72%	11.61%
Intergovernmental	5,862,933	6,027,000	164,068	3,663,318	3,732,136	68,818	62.48%	61.92%	-0.56%
Charges for Services	3,854,134	3,985,384	131,250	2,985,456	3,079,695	94,239	77.46%	77.27%	-0.19%
Court Charges	1,452,213	1,810,000	357,787	1,186,949	1,421,456	234,507	81.73%	78.53%	-3.20%
Other Revenue	453,379	437,689	(15,690)	394,307	342,269	(52,038)	86.97%	78.20%	-8.77%
Total General Fund Revenues	\$ 46,315,496	\$ 47,633,021	\$ 1,317,525	\$ 37,893,849	\$ 38,649,908	\$ 756,059	81.82%	81.14%	-0.68%
Special Revenue Funds									
Street Aid Fund	\$ 2,208,900	\$ 2,395,000	\$ 186,100	\$ 1,837,774	\$ 1,793,497	\$ (44,277)	83.20%	74.89%	-8.31%
Solid Waste Fund	6,214,573	6,157,049	(57,524)	4,958,122	4,924,389	(33,733)	79.78%	79.98%	0.20%
General Improvement Fund	662,366	662,500	134	601,276	755,168	153,892	90.78%	113.99%	23.21%
Drug Enforcement Fund	268,214	334,400	66,186	220,730	151,656	(69,074)	82.30%	45.35%	-36.94%
DEA Enforcement Fund	213,598	100,500	(113,098)	213,598	1,571	(212,026)	100.00%	1.56%	-98.44%
Drainage Control Fund	95,245	115,711	20,466	78,180	80,341	2,162	82.08%	69.43%	-12.65%
Park Improvement Fund	0	90,286	90,286	0	0	0	0.00%	0.00%	0.00%
Grant Funds	3,382,687	0	(3,382,687)	1,386,314	5,205,688	3,819,374	40.98%	0.00%	-40.98%
Special Revenue Funds - Expenditures	\$ 13,045,583	\$ 9,855,446	\$ (3,190,137)	\$ 9,295,993	\$ 12,912,310	\$ 3,616,317	71.26%	131.02%	59.76%
Special Revenue Funds - Revenues	\$ 12,093,363	\$ 9,855,446	\$ (2,237,917)	\$ 8,351,259	\$ 12,018,264	\$ 3,667,005	69.06%	121.95%	52.89%
Utility Fund									
Total Utility Operations	\$ 6,355,674	\$ 8,989,401	\$ 2,633,727	\$ 4,993,009	\$ 7,186,406	\$ 2,193,397	78.56%	79.94%	1.38%
Total Utility Debt Expenses	1,675,471	1,616,599	(58,872)	1,598,208	1,514,800	(83,408)	95.39%	93.70%	-1.69%
Total Utility Expenses	\$ 8,031,145	\$ 10,606,000	\$ 2,574,855	\$ 6,591,217	\$ 8,701,206	\$ 2,109,989	82.07%	82.04%	-0.03%
Total Utility Revenues	\$ 8,789,603	\$ 10,606,000	\$ 1,816,397	\$ 6,921,296	\$ 6,996,780	\$ 75,484	78.74%	65.97%	-12.77%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,202,697	\$ 4,535,703	\$ 333,006	\$ 4,090,085	\$ 4,385,398	\$ 295,312	97.32%	96.69%	-0.63%
Total Debt Service Revenues	\$ 4,104,772	\$ 4,535,703	\$ 430,931	\$ 3,017,752	\$ 3,113,801	\$ 96,049	73.52%	68.65%	-4.87%
Total Expenditures	\$ 71,392,289	\$ 72,630,170	\$ 1,237,881	\$ 59,088,555	\$ 65,291,462	\$ 6,202,907	82.77%	89.90%	7.13%
Total Revenues	\$ 71,303,234	\$ 72,630,170	\$ 1,326,936	\$ 56,184,155	\$ 60,778,752	\$ 4,594,597	78.80%	83.68%	4.89%

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/17 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Angelia Allen to Bartlett Arts Council.

Angelia Allen will fill the position vacated by Deidre Seymour. Her term will expire September 30, 2018.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 06/13/17 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Michelle Page, Wayne Ray and Karen Winemiller to the City Beautiful Commission.

CITY BEAUTIFUL COMMISSION

NAME	TERM EXPIRES	NEW / RE-APPOINT
Page, Michelle	12/31/2017	New Appointment (replacing John Olsen)
Ray, Wayne	12/31/2017	New Appointment (replacing Doug Conn) Transferred off Code Appeals Board to City Beautiful
Winemiller, Karen	12/31/2017	New Appointment (replacing Jean Ward-Jones)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2112)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2112

Resolution 23-17, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$19,919.60 for a 2017 Multiple Violations Traffic Grant and amend the Fiscal Year 2017 Grant Fund budget to appropriate the grant funds.

WHEREAS, the Police Department did apply for and receive a 100 percent funded grant from the State of Tennessee Highway Safety Office in the amount of \$19,919.60 for overtime costs and operating expenses for the 2017 Police Traffic Services, Multiple Violations Grant ; and

WHEREAS, it is necessary to accept the grant and amend the Fiscal Year 2017 Grant Fund and General Fund budgets to appropriate the grant revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the State of Tennessee Highway Safety Office Grant in the amount of \$19,919.60 is accepted and the Fiscal Year 2017 Grant Fund budgets shall be amended to appropriate the grant.

Adopted this day of June 13, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																															
Begin Date October 1, 2016		End Date September 30, 2017		Agency Tracking # Z17THS004	Edison ID 51818																																										
Grantee Legal Entity Name Bartlett Police Department					Edison Vendor ID 1617																																										
Subrecipient or Contractor ☒ Subrecipient ☐ Contractor		CFDA # 20.600 Grantee's fiscal year end 06/30/2017																																													
Service Caption (one line only) police traffic services																																															
Funding <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2017</td> <td></td> <td>\$19,919.60</td> <td></td> <td></td> <td>\$19,919.60</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$19,919.60</td> <td></td> <td></td> <td>\$19,919.60</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2017		\$19,919.60			\$19,919.60																									TOTAL:		\$19,919.60			\$19,919.60
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2017		\$19,919.60			\$19,919.60																																										
TOTAL:		\$19,919.60			\$19,919.60																																										
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection																																															
Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores and funding availability.																																															
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG																																												
Speed Chart (optional)		Account Code (optional) 71302000																																													

Location:
Address #:

GRANT BUDGET				
Agency Name: Bartlett Police Department				
Project Title: police traffic services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 10/01/2016 END: 09/30/2017				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$16,070.60	\$0.00	\$16,070.60
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$2,349.00	\$0.00	\$2,349.00
11, 12	Travel, Conferences & Meetings	\$1,500.00	\$0.00	\$1,500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$19,919.60	\$0.00	\$19,919.60
¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, <i>Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A</i>. (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf). ² Applicable detail follows this page if line-item is funded.				



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2114)

Meeting: 06/13/17 07:00 PM
Department: Administration
Category: Policy
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2114

Resolution 24-17, a resolution to adopt a public records policy.

WHEREAS, pursuant to Tenn. Code Ann. § 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act ("TPRA") (Tenn. Code Ann. § 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017; and

WHEREAS, the policy adopted shall not impose requirements on those requesting records that are more burdensome than state law; and

WHEREAS, the governing body of the City of Bartlett desires to comply with the recent change in state law as it pertains to records management.

NOW THEREFORE BE IT RESOLVED by the **Board of Mayor and Aldermen** of the **City of Bartlett** that the following Public Records Policy for **City of Bartlett** is hereby adopted by to provide economical and efficient access to public records as provided under the Tennessee Public Records Act ("TPRA") in Tenn. Code Ann. § 10-7-501, et seq.

SECTION 1. The attached policy is hereby adopted as the Public Records Policy for the City of Bartlett:

SECTION 2. Repealer. Any resolutions, policies, or parts thereof in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict only as pertaining to the subject matter of this resolution.

SECTION 3. Severability. If a part of this resolution is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this resolution is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

SECTION 4. Effective Date. This resolution shall become effective July 1, 2017.

Approved this 13th day of June 2017.

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

Public Records Policy

Pursuant to Tenn. Code Ann. § 10-7-503(g), the following Public Records Policy for the City of Bartlett is hereby adopted by the City of Bartlett to provide economical and efficient access to public records as provided under the Tennessee Public Records Act (“TPRA”) in Tenn. Code Ann. § 10-7-501, et seq.

The TPRA provides that all state, county and municipal records shall, at all times during business hours, which for public hospitals shall be during the business hours of their administrative offices, be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. See Tenn. Code Ann. § 10-7-503(a)(2)(A). Accordingly, the public records of the City of Bartlett are presumed to be open for inspection unless otherwise provided by law.

Personnel of the City of Bartlett shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to open public records. However, the integrity and organization of public records, as well as the efficient and safe operation of the City of Bartlett, shall be protected as provided by current law. Concerns about this Policy should be addressed to the Public Records Request Coordinator for the City of Bartlett or to the Tennessee Office of Open Records Counsel (“OORC”).

This Policy is available for inspection and duplication in the office of the City Clerk. This Policy is posted online at www.cityofbartlett.org. This Policy shall be reviewed periodically as needed. This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of the City of Bartlett.

I. Definitions:

A. Records Custodian: The office, official or employee lawfully responsible for the direct custody and care of a public record. See Tenn. Code Ann. § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.

B. Public Records: All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. See Tenn. Code Ann. § 10-7-503(a)(1)(A).

C. Public Records Request Coordinator: The individual, or individuals, designated in Section III, A.3 of this Policy who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. See Tenn. Code Ann. § 10-7-503(a)(1)(B). The Public Records Request Coordinator may also be a records custodian.

D. Requestor: A person seeking access to a public record, whether it is for inspection or duplication.

¹ If all requested records do not have the same response, so indicate.

II. Requesting Access to Public Records

A. Public record requests shall be made to the Public Records Request Coordinator ("PRRC") or his/her designee in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.

B. Requests for inspection only cannot be required to be made in writing. The PRRC should request a mailing or email address from the requestor for providing any written communication required under the TPRA.

C. Requests for inspection may be made orally or in writing at City Clerk's office in Bartlett City Hall or by phone at 901-385-6449 or via email at smcgee@cityofbartlett.org.

D. Requests for copies, or requests for inspection and copies, shall be made in writing using the attached form at Bartlett City Hall 6400 Stage Road, Bartlett, TN 38134 or via fax at 901-385-6409 or email to smcgee@cityofbartlett.org.

E. Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license is required as a condition to receive copies of public records.

F. Meeting notices and agendas are posted at City Hall, online at www.cityofbartlett.org, and, when required in local newspapers. Meeting agendas are posted online at www.cityofbartlett.org. Frequently requested records, such as City Charter, Codified Ordinances, Board of Mayor and Aldermen agenda packets, minutes and video recordings, annual budgets, and Planning Commission and Design Review Commission minutes are posted online at www.cityofbartlett.org.

III. Responding to Public Records Requests

A. Public Record Request Coordinator

1. The PRRC shall review public record requests and make an initial determination of the following:

- a. If the requestor provided evidence of Tennessee citizenship;
- b. If the records requested are described with sufficient specificity to identify them; and
- c. If the City of Bartlett is the custodian of the records.

2. The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):

- a. Advise the requestor of this Policy and the elections made regarding:
 - i. Proof of Tennessee citizenship;
 - ii. Form required for copies;
 - iii. Fees (and labor threshold and waivers, if applicable); and
 - iv. Aggregation of multiple or frequent requests.

¹ If all requested records do not have the same response, so indicate.

b. If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:

- i. The requestor is not, or has not presented evidence of being, a Tennessee citizen.
- ii. The request lacks specificity.
- iii. An exemption makes the record not subject to disclosure under the TPRA.
- iv. The City of Bartlett is not the custodian of the requested records.
- v. The records do not exist.

c. If appropriate, contact the requestor to see if the request can be narrowed.

d. Forward the records request to the records custodian in the appropriate City of Bartlett Department.

e. If requested records are in the custody of a different governmental entity, and the PRRC knows the correct governmental entity, advise the requestor of the correct governmental entity and PRRC for that entity if known.

3. The designated PRRC is:

a. Name or title: Stefanie McGee, City Clerk

b. Contact information: Bartlett City Hall, 6400 Stage Road, Bartlett, TN 38134 or by phone at 901-385-6449 or via fax at 901-385-6409 or via email at smcgee@cityofbartlett.org.

B. Records Custodian

1. Upon receiving a public records request, a records custodian shall promptly make requested public records available in accordance with Tenn. Code Ann. § 10-7-503. If the records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, counsel, or OORC.

2. If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then the public record request coordinator shall, within seven (7) business days from the records custodian's receipt of the request, send the requestor a completed Public Records Request Response Form which is attached as Form A, based on the form developed by the OORC.

3. If the public record request coordinator denies a public record request, he or she shall deny the request in writing as provided in Section III.A.2.b. using the Public Records Request Response Form.

4. If a records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary

¹ If all requested records do not have the same response, so indicate.

to prepare the records for access, the records custodian shall use the Public Records Request Response Form to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the records custodian should contact the requestor to see if the request can be narrowed.

5. If a records custodian or PRRC discovers records responsive to a records request were omitted, the records custodian or PRRC should contact the requestor concerning the omission and produce the records as quickly as practicable.

C. Redaction

1. If a record contains confidential information or information that is not open for public inspection, the records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the records custodian should coordinate with the PRRC or other appropriate parties regarding review and redaction of records. The records custodian and the PRRC may also consult with the OORC.

2. Whenever a redacted record is provided, the PRRC should provide the requestor with the basis for redaction. The basis given for redaction shall be general in nature and not disclose confidential information.

IV. Inspection of Records

A. There shall be no charge for inspection of open public records.

B. The location for inspection of records within the offices of the City of Bartlett should be determined by either the PRRC or the records custodian.

C. Under reasonable circumstances, the PRRC or a records custodian may require an appointment for inspection or may require inspection of records at an alternate location.

D. If a person makes two (2) or more requests to view a public record within a six-month period and, for each request, the person fails to view the public record within fifteen (15) days of receiving notification that the record is available to view, the City of Bartlett is not required to comply with any public records request from the person for a period of six (6) months from the date of the second request to view the public record unless the City of Bartlett determines failure to view the public records was for good cause.

V. Copies of Records

A. A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.

B. Copies will be available for pickup at a location specified by the records custodian or PRRC.

C. Upon payment for postage, copies will be delivered to the requestor's address by the United States Postal Service, UPS, or FedEx, if specified in writing by the requestor on the initial records

¹ If all requested records do not have the same response, so indicate.

request. Such requests must be paid in full in cash or business check in advance of the copies being sent.

D. A requestor will not be allowed to make copies of records with personal equipment.

E. If a person makes a request for copies of a public record and, after copies have been produced, the person fails to pay the City of Bartlett the cost for producing such copies, the City of Bartlett is not required to comply with any public records request from the person until the person pays for such copies; provided, that the person was provided with an estimated cost for producing the copies in accordance with section VI(B) prior to producing the copies and the person agreed to pay the estimated cost for such copies.

VI. Fees and Charges and Procedures for Billing and Payment

A. Fees and charges for copies of public records should not be used to hinder access to public records. No charges will be assessed for copies and duplicates unless the request contains 20 or more pages or requires more than one hour of labor.

B. Records custodians shall provide requestors with an itemized estimate of the charges in writing prior to producing copies of records and may require pre-payment of such charges before producing requested records.

C. When fees for copies and labor do not exceed \$3.00, the fees may be waived. Fees associated with aggregated records requests will not be waived.

D. Fees and charges for copies are as follows:

1. \$.15 per page for letter- and legal-size black and white copies.
2. \$.50 per page for letter- and legal-size color copies.
3. Copies of records stored on any other medium (e.g. DVD, CD, maps, plats) shall be duplicated at actual costs to the city.
4. Labor when time exceeds one hour.
5. If an outside vendor is used, the actual costs assessed by the vendor.

E. Payment is to be made in cash or business check payable to the City of Bartlett and presented to the records custodian or PRRC.

F. Payment in advance will be required when costs are estimated to exceed \$50.00.

G. Aggregation of Frequent and Multiple Requests

I. The City of Bartlett will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than four requests are received within a

¹ If all requested records do not have the same response, so indicate.

calendar month (either from a single individual or a group of individuals deemed working in concert).

2. If aggregating:

- a. The level at which records requests will be aggregated is the City of Bartlett.
- b. The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC must inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.
- c. Routinely released and readily accessible records excluded from aggregation include, but are not limited to: ordinances, resolutions, specifically-identified meeting minutes, and city charter.

¹ If all requested records do not have the same response, so indicate.

PUBLIC RECORDS REQUEST FORM

The Tennessee Public Records Act (TPRA) grants Tennessee citizens the right to access open public records that exist at the time of the request. The TPRA does not require records custodians to compile information or create or recreate records that do not exist.

To: City of Bartlett

Stefanie McGee, City Clerk

smcgee@cityofbartlett.org

6400 Stage Road, Bartlett, TN 38134

From: _____

Requestor's name and contact info, including address

Is the requestor a Tennessee citizen? ☐ Yes ☐ No

Request: ☐ Inspection
(The TPRA does not permit fees or require a written request for inspection only¹.)

☐ Copy/Duplicate

If costs for copies are assessed, the requestor has a right to receive an estimate. Do you wish to waive your right to an estimate and agree to pay copying and duplication costs in an amount not to exceed \$ _____? If so, initial here:

_____.

Delivery preference: ☐ On-Site Pick-Up ☐ USPS First-Class Mail
☐ Electronic ☐ Other: _____

Records Requested:

Provide a detailed description of the record(s) requested, including: (1) type of record; (2) timeframe or dates for the records sought; and (3) subject matter or key words related to the records. Under the TPRA, record requests must be sufficiently detailed to enable a governmental entity to identify the specific records sought. As such, your record request must provide enough detail to enable the records custodian responding to the request to identify the specific records you are seeking.

Signature of Requestor and Date Submitted

Signature of Records Custodian and Date Received

¹ If all requested records do not have the same response, so indicate.

PUBLIC RECORD REQUEST RESPONSE FORM

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

Date:

[Requestor's Name and Contact Information]:

In response to your records request received on [Date Request Received], our office is taking the action(s)¹ indicated below:

- ☐ The public record(s) responsive to your request will be made available for inspection:

Location: _____

Date & Time: _____

- ☐ Copies of public record(s) responsive to your request are:

☐ Attached;

☐ Available for pickup at the following location:

_____ ; or

☐ Being delivered via: ☐ USPS First-Class Mail ☐ Electronically

☐ Other: _____.

- ☐ Your request is denied on the following grounds:

☐ Your request was not sufficiently detailed to enable identification of the specific requested record(s). You need to provide additional information to identify the requested record(s).

☐ No such record(s) exists or this office does not maintain record(s) responsive to your request.

☐ No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.

☐ You are not a Tennessee citizen.

☐ You have not paid the estimated copying/production fees.

☐ The following state, federal, or other applicable law prohibits disclosure of the requested records:

_____.

- ☐ It is not practicable for the records you requested to be made promptly available for inspection and/or copying because:

☐ It has not yet been determined that records responsive to your request exist; or

☐ The office is still in the process of retrieving, reviewing, and/or redacting the requested records.

The time reasonably necessary to produce the record(s) or information and/or to make a determination of a proper response to your request is:

_____.

If you have any additional questions regarding your record request, please contact Stefanie McGee, City Clerk.

Sincerely,
Stefanie McGee, City Clerk
6400 Stage Road, Bartlett, TN 38134
901-385-6449 or smcgee@cityofbartlett.org

¹ If all requested records do not have the same response, so indicate.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2115)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2115 A

Resolution 25-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund.

WHEREAS, the Bartlett Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund Budget and other School Special Revenue Fund Budgets, as amended; and

WHEREAS, the Bartlett City Board of Education has approved budget amendments to its FY2017 Education Capital Fund Budget at a special called meeting on May 30, 2017, 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 May 30, 2017, amendments to the FY2017 Education Capital Fund Budget of the Bartlett City Board of Education are approved, as detailed in "Exhibit A".

Adopted this 13th day of June 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT A



RESOLUTION 4-18

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2016-2017 FISCAL YEAR EDUCATIONAL 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 an increase in nonrecurring other local revenues.

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

Section 1. That the Education Capital Projects Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2016-17 GENERAL PURPOSE FUND BUDGET FUND BALANCE **\$13,679,478.51**

General Purpose Fund Balance is amended in the following category:

141-34555-00000-000-0000-0000 Fund Balance is amended from (\$1,092,000)
\$13,679,478.51 to \$12,599,478.51

Amended General Purpose Fund Budget Fund Balance **\$12,587,478.51**

2016-17 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES **\$2,647,506.50**

Revenues are amended in the following categories:

177-44170-000-0000-0000-5107 Misc. Revenues BHS West Gym Renovation is amended from \$55,000 to \$1,055,000	\$1,012,000
177-44170-000-0000-0000-5117 Misc. Revenues BHS West Gym Roof Replacement is amended from \$12,000 to \$92,000	\$80,000
177-44170-00000-000-0000-5127 Misc. Revenues-Bartlett Academy Roofing Project is amended from \$0 to \$150,000	\$152,000
177-44170-00000-000-0000-5137 Misc. Revenues-Ellendale Roof Replacement is amended from \$0 to \$475,000	\$480,000

Amended 2016-17 Education Capital Project Fund Budget Revenues	\$4,371,506.50
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2016-17 EDUCATIONAL CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$2,647,506.50
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Expenditures are amended in the following categories:

177-91300-39900-000-0000-5107 Other Contracted Services-BHS West Gym Renovation is amended from \$55,000 to \$1,055,000	\$1,012,000
177-91300-39900-000-0000-5117 Other Contracted Services-BHS West Gym Roof Replacement is amended from \$12,000 to \$92,000	\$80,000
177-91300-00000-000-0000-5127 Other Contracted Services-Bartlett Academy Roofing Project is amended from \$0 to \$150,000	\$152,000
177-91300-39900-000-0000-5137 Other Contracted Services ? Ellendale Roof Replacement is amended from \$0 to \$475,000	\$480,000

Amended 2016-17 Education Capital Project Fund Budget Expenditures	\$4,371,506.50
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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 30, 2017 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of May, 2017.

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 # 2118)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2118

Resolution 26-17, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2017, in an amount not to exceed \$1,969,150, and providing for the payment of said notes.

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

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

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

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

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

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

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

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law,

the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$1,969,150, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note").

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2017". The Notes shall be issued in registered form, without coupons, in minimum denominations of \$5,000. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"), and shall mature not later than the end of the seventh fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

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

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

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the City Clerk of the Municipality (the "City Clerk"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature

appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

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

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

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

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the person or entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. Neither the Municipality nor the Note Registrar shall be obligated to transfer any Note during the fifteen (15) calendar days next preceding the maturity date of the Notes or any call for redemption.

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

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

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

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the

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

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

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

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

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2017 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the

manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

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

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

Section 17. Reimbursement Provisions. The Municipality is in the process of causing certain capital expenditures to be made with respect to the Project, including, but not necessarily limited to, planning, design, and architectural expenses, and the Municipality desires to establish its official intent that certain of the expenditures related to the Project and certain other related expenditures be reimbursed from the proceeds of the Notes. Therefore, the Board of the Municipality finds and determines, as follows:

- (a) that it is in the best interest of the Municipality to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the Municipality has certain funds available which may be used temporarily for this purpose, pending the issuance of the Notes;
- (c) that pursuant to the provisions of this Resolution, the Board anticipates that the Municipality will issue the Notes for the purpose of financing the Project;

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

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

The Board of the Municipality by this Resolution hereby establishes its official intent to issue the Notes to finance the costs of the Project and other related expenditures in an amount not to exceed \$1,969,150. Pending the issuance of such Notes, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the Notes.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the City Clerk, the Finance Director, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to, making arbitrage certifications and executing a note purchase agreement in connection with the purchase of the Notes, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note

Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 13th day of June, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Stefanie McGee, hereby certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on June 13, 2017; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$1,969,150 General Obligation Capital Outlay Notes, Series 2017, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 13th day of June, 2017.

City Clerk

(SEAL)

EXHIBIT A
FORM OF NOTE

Registered
No. _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF BARTLETT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2017

Registered Owner:

Principal Amount:

THE CITY OF BARTLETT, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the City Clerk, City Hall, Bartlett, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been paid, to the Maturity Date, semi-annually on _____ and _____ of each year, commencing _____, 2018, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

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

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

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

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2017" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,969,150. The Notes which are issued for the purpose of financing certain public works projects, consisting of the acquisition of vehicles and equipment for the police, fire, codes enforcement, public works, engineering, and departments of the City, the acquisition of parks and recreation vehicles and equipment for the parks department of the City, plus recreation

equipment, and renovations to parks department facilities, the acquisition of all other property real and personal appurtenant thereto and connected with such work, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on June 13, 2017, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

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

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

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

The Notes are issuable only as fully registered Notes, without coupons, in minimum denominations of \$5,000. At the office of the Note Registrar, in the manner and subject to the

limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

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

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

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

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the City Clerk and its official seal to be impressed or imprinted hereon, all as of _____, 2017.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2119)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2119

Resolution 27-17, a resolution to delete uncollectible accounts from utility customers accounts receivable.

WHEREAS, the City of Bartlett has established a procedure regarding write offs of uncollectible utility accounts receivable; and

WHEREAS, the City Treasurer will review all past due accounts in excess of six months old. The City Treasurer, after determining the accounts which appear uncollectible, may write off all such accounts with a balance of \$25.00 or less; and

WHEREAS, the past due utility bills that are more than \$25.00 and are deemed uncollectible by the City Treasurer will be brought to the Board of Mayor and Aldermen board meeting in June each year for approval of writing off all past due uncollectible accounts; and

WHEREAS, the list of past due water bills that are more than \$25.00 as of May 2017 that are deemed uncollectible by the City Treasurer totals approximately \$30,089.94; and

WHEREAS, a list of all customers with unpaid balances which have been written off shall be kept on file for public record. Any customer whose account was previously written off and desires to initiate service again with the City of Bartlett for water/utility service must pay the unpaid bill before service will be started again;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that these water/utility accounts receivable, totaling \$30,089.94, will be deleted from the accounts receivable uncollectible aged list of accounts.

Adopted this 13th day of June 2017

W. C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

**UTILITY WRITEOFFS BY CODE
MAY 2017**

WATER

101	COMMERCIAL WATER INSIDE	\$	535.92
102	RESIDENTIAL WATER INSIDE	\$	3,376.01
111	NORTH BASIS RES INSIDE	\$	2,382.22
112	NB RES INSIDE ANXD 2013	\$	268.32
132	NORTH BASIN RURAL RES OUTSIDE	\$	53.01
7CONN	CONNECTION CHARGE TO BE BILLED	\$	245.00
7DSCON	DISCONNECT	\$	810.00
910	FAMILY FUND	\$	5.00
PENLT	PENALTY	\$	2,352.48
		\$	10,027.96

SEWER

301	SEWER FLAT RATE	\$	8.71
307	INSIDE RESIDENTIAL SEWER	\$	3,159.87
308	INSIDE COMMERCIAL SEWER	\$	559.86
321	NORTH BASIN RES INSIDE	\$	2,325.91
322	NORTH BASIN RES IN ANXD 2013	\$	134.46
		\$	6,188.81

CITY SERVICE FEE

502	CITY SERVICE FEE	\$	1,404.67
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SALES TAX

2STAX	SALES TAX	\$	649.43
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GARBAGE

504	RESIDENTIAL GARBAGE	\$	11,656.07
505	COMMERCIAL GARBAGE	\$	88.00
706	EXTRA PURCHASE CART	\$	75.00
		\$	11,819.07

	2016 WRITE OFFS	\$	30,089.94
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Attachment: 2016 WRITEOFFS BY CODE.pdf (2119 : Res 27-17, Utility Accounts Write Offs)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2122)

Meeting: 06/13/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2122

Resolution 28-17, a resolution to amend the Fiscal Year 2017 General Fund and Capital Improvement Program Budgets to appropriate funds for the Tennessee College of Applied Technology for land acquisition.

WHEREAS, the Tennessee College of Applied Technology (TCAT) applied for and has been awarded a Capacity Grant from the Tennessee Higher Education Commission in the amount of \$4,000,000 to establish a workforce development program; and

WHEREAS, the application for the grant included a grant request from the Gene Haas Foundation for medical device training in the amount of \$1,000,000 and matching funds from the City of Bartlett for \$1,000,000 to be used for land acquisition, development, and construction; and

WHEREAS, subsequent to the award of the Capacity Grant, TCAT has received an additional \$11,500,000 from the State of Tennessee for an East Shelby County Extension Campus for workforce training and development; and

WHEREAS, the City of Bartlett is actively identifying potential property to be purchased and used for the TCAT Extension Campus;

NOW, THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE**, that the General Fund is amended to make an operating transfer of \$1,000,000 in General Fund Balance reserves to the Capital Improvement Program and the Capital Improvement Program budget is amended to appropriate \$1,000,000 for the purpose of land acquisition, development and construction costs for the TCAT East Shelby County Extension Campus as follows:

<u>Fund Acct Number</u>	<u>Expenditures</u>	<u>Revenues</u>
110.46000.999	\$1,000,000	
110.30000.36990		\$1,000,000
311.48311.770.111	\$1,000,000	
311.48311.391730.111		\$1,000,000

Adopted this day of June 13, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2124)

Meeting: 06/13/17 07:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 2124

Set a Public Hearing for July 11, 2017 for Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the "C-H" Highway Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the "C-H" Highway Business Zoning District; and

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue on Monday, June 5th, 2017, in accordance with their regulations and recommended approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 11th day of July, 2017, and approved the Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue, subject to the following conditions:

Engineering Conditions:

General:

1. A Site Plan Contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review. This contract will address the fees and bond associated with this development.
2. All new utilities shall be underground.

Plat: (Not Included)

3. The existing recorded plat includes all required notes and easements. In the event that any public utilities are added or shifted, then the plat will have to be re-recorded to reflect these changes.

Sewer Plan: (Not included)

4. The existing sewer tap should be shown on a utility plan.

Water Plan:

5. If needed, a water plan will be completed by City of Bartlett Utility Engineer, Tim Herndon. The owner's engineer shall provide to Mr. Herndon an AutoCAD drawing of the proposed construction plans in order for him to complete this. This file shall be emailed to therndon@cityofbartlett.org and jhorne@cityofbartlett.org

6. The existing water tap should be shown on a utility plan. Applicant must request and purchase a water meter.

Grading and Drainage and Detention Plan: (Not Included)

7. In the event that the existing detention basin requires modification, the Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms.
8. Any required public drainage pipes and structures must be included and labeled in a structure table and pipe table.

Erosion Control Plan: (Not Included)

9. If the disturbed area is greater than 1.0 Acres, then the Engineer shall prepare and submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department.
10. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
11. Metal posts with wired backed fence are required on the proposed silt fences.

Landscaping Plan: (Not Included)

12. This plan must be submitted to the DRC for review and approval.
13. Any adjustments that are required to the plans shall be addressed.
14. Landscape trees are not allowed in any public easement.

Planning Conditions:

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue, incorporating the above listed conditions, is approved.

Adopted this 11th day of July 2017

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

A. Keith McDonald, Mayor

Attest:_____

Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2123)

Meeting: 06/13/17 07:00 PM
Department: Planning and Economic Development
Category: Amendment
Prepared By: Sam Harris
Initiator: Terry Emerick
Sponsors:
DOC ID: 2123

Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark.

WHEREAS, an application has been received to designate the Barteau - Dickey House, 2943 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 11th day of July 2017 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-8, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Barteau-Dickey House":

Property located at 2943 Sycamore View Road a/k/a the Barteau - Dickey House identified as Shelby County Tax Parcel B0156 00279.

SECTION 3. SEVERABILITY -Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE -This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: June 13, 2017

Second Reading: June 27, 2017

Third Reading: July 11, 2017

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk