



*City of Bartlett*  
A. Keith McDonald, Mayor

## **BOARD OF MAYOR AND ALDERMEN MEETING AGENDA**

**TUESDAY, APRIL 28, 2015 - BARTLETT CITY HALL - 7:00 PM**

### **INVOCATION**

Opening Prayer

### **FUTURE MEETINGS**

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

Planning Commission, May 4 at 7 p.m.

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

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

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

### **RECOGNITIONS**

Faith in the Face of Cancer presentation

Mayor's Youth Council check presentation to Multiple Sclerosis Society

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

### **MINUTES ACCEPTANCE**

**Minutes of the April 14, 2015 Board of Mayor and Aldermen Regular Meeting**

### **CONSENT AGENDA**

- I Special event permit for West Tennessee Family Solutions 5K Race. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, June 13 from 10 to 11 a.m. at West TN Family Solutions, located at 4210 Altruria, Suite 106.

- 2      Annual agreement with Motorola for police radio service. (Gary Rikard, Chief of Police)**

Request to purchase a Radio Service Agreement from Motorola in the amount of \$21,058.20 for July 2015 to June 2016. Funds are available in Account 110.42100.263.

- 3      Bids for annual Public Works supplies. (Bill Yearwood, Director of Public Works)**

- 4      Treasurer's Report for March 2015. (Dick Phebus, Director of Finance)**

**NEW BUSINESS**

- I      Appoint Henry Miller to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)**

**OPEN DISCUSSION**

**ADJOURNMENT**



*City of Bartlett*  
A. Keith McDonald, Mayor

## **BOARD OF MAYOR AND ALDERMEN MEETING MINUTES**

**TUESDAY, APRIL 14, 2015 - BARTLETT CITY HALL - 7:00 PM**

### **CALL TO ORDER**

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

### **INVOCATION**

Opening Prayer by Mayor McDonald

### **FUTURE MEETINGS**

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

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

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

Historic Preservation Commission, April 27 at 7 p.m.

### **RECOGNITIONS**

#### **Proclamation for Building Safety Month**

Mayor McDonald presented Jim Brown, Director of Code Enforcement, with a Proclamation naming May as Building Safety Month.

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

### **MINUTES ACCEPTANCE**

#### **Minutes of the March 24, 2015 Board of Mayor and Aldermen Regular Meeting**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>ACCEPTED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | Jack Young, Vice Mayor                               |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

Minutes Acceptance: Minutes of Apr 14, 2015 7:00 PM (MINUTES ACCEPTANCE)

**CONSENT AGENDA**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |
| <b>SECONDER:</b> | Emily Elliott, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

- 1 Site Plan Contract for Beruk Properties. (Wade Towles, Assistant Director of Engineering)**  
The developer, Beruk Properties, will pay \$7,470.27 in City fees. The bond is set for \$20,647.50.
- 2 Site Plan Contract for AAA Automotive, LLC Lot 2. (Wade Towles, Assistant Director of Engineering)**  
The developer, AAA Automotive, will pay \$6,130.50 in City fees. The bond is set at \$50,600.00.
- 3 Software installation for Water Plant. (Rick McClanahan, Director of Engineering)**  
Request approval for GW & Associates Engineers to install Wonderware software at a total cost of \$12,125.00. Funds are available in Account 510.51200.945.
- 4 Purchase software upgrade for water and sewer plant control. (Rick McClanahan, Director of Engineering)**  
Request approval to purchase software upgrade from InSource Solutions at a total cost of \$36,375.00. InSource Solutions is a sole source provider. Funds are available in Accounts 510.51200.945 and 510.51400.945.
- 5 Bid for Countdown Pedestrian Signal Installation Project. (Rick McClanahan, Director of Engineering)**  
Recommend accepting the lowest bid from McCrory Electric Company in the amount of \$58,944.00, plus a contingency amount of \$4,000.00 for a total cost of \$62,944.00. Funds are available in Account 121.48121.979.
- 6 Bid for three mid-mount, zero turn radius mowers. (David Thompson, Director of Parks and Recreation)**  
Recommend accepting the lowest bid from Bartlett Small Engines at a total price of \$30,397.00. Funds are available in Account 311.48311.785.50715 .
- 7 Bid for body armor entry vests. (Gary Rikard, Chief of Police)**  
Recommend accepting the lowest bid from Accurate Law Enforcement at a cost of \$2014.70 each for 17 vests. The total cost will be \$34,249.90. Funds are available in Account 124.48124.340.

Minutes Acceptance: Minutes of Apr 14, 2015 7:00 PM (MINUTES ACCEPTANCE)

- 8 Bid for two police motorcycles. (Gary Rikard, Chief of Police)**  
Recommend accepting the lower bid from Performance Plus at a cost of \$24,650.22 each, and a total cost of \$49,300.44. Funds are available in Account 311.48311.785.20315.
- 9 Artist contract for 2015-2016 BPACC Season. (Ron Jewell, Director of BPACC)**  
Request approval of contract with Time Jumpers, LLC in the amount of \$25,000. Funds are available in Account 110.45400.123.
- 10 Planning Commission Report for April 2015. (Terry Emerick, Director of Planning and Economic Development)**  
Item 1 - Site plan for AAA Collision Center was approved with conditions.  
Item 2 - Site plan for Bartlett Small Engines was approved with conditions.  
Item 3 - Amendment for Hampton Grove Planned Development was recommended for approval with conditions.  
Item 4 - Site plan for Gus's Fried Chicken was approved with conditions.

### **NEW BUSINESS**

- 1 Set a public hearing for May 12, 2015 for Resolution 07-15, a Resolution Approving Amendments to the Planned Development for Hampton Grove P.D. (Terry Emerick, Director of Planning and Economic Development)**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |
| <b>SECONDER:</b> | Paula Sedgwick, Alderman                             |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

- 2 Resolution 08-15, a resolution to amend the Fiscal Year 2015 Operating Budget to appropriate \$66,600 for peace officer supplement pay for police department personnel. (Dick Phebus, Director of Finance)**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Bobby Simmons, Alderman                              |
| <b>SECONDER:</b> | Jack Young, Vice Mayor                               |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**3 Resolution 09-15, a resolution to amend the Fiscal Year 2015 Operating Budget to appropriate \$51,600 for education incentive pay for fire department personnel. (Dick Phebus, Director of Finance)**

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                          |
| <b>MOVER:</b>    | Jack Young, Vice Mayor                               |
| <b>SECONDER:</b> | Bobby Simmons, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

**4 Resolution 10-15, a resolution to adopt the regional green space plan in Greenprint 2015/2040, also known as the Mid-South Regional Greenprint and Sustainability Plan, a tri-state planning initiative funded by a grant award from the U.S. Department of Housing and Urban Development. (Mark Brown, Chief Administrative Officer)**

Mayor McDonald explained that Shelby County Mayor Mark Luttrell and the Greater Memphis Chamber of Commerce asked all regional cities to consider passing this resolution.

He noted that the Greenprint and its appendices contain social engineering, and are not focused on market-driven strategies like Bartlett's administration.

Mayor McDonald said the original intent of the plan was to connect the region's greenways, of which he is in favor. Vice Mayor Young asked if the Board rejects this resolution, will that prevent tying the City's greenways with the rest of the region. Mayor McDonald said it would not.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>DENIED [UNANIMOUS]</b>                            |
| <b>MOVER:</b>    | Emily Elliott, Alderman                              |
| <b>SECONDER:</b> | David Parsons, Alderman                              |
| <b>AYES:</b>     | Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick |

### **OPEN DISCUSSION**

\*Alderman Elliott announced that the Bartlett City Beautiful Commission's plant sale will be April 24 through April 26 in front of Holliday Florist.

\*City Engineer Rick McClanahan said Bartlett Road will close May 4 for work on the bridge. The project is scheduled to be complete by November. A temporary road will be available during this time.

\*Alderman Elliott asked about the traffic light project at Memphis-Arlington and Altruria. Mr. McClanahan said that his department has been negotiating with the adjacent property owners for easements, and the last one, Wal-mart, signed yesterday. The project should begin construction this summer.

\*Mayor McDonald said the restrooms at W.J. Freeman Park are under construction and should be complete within 90 days. Portables are in place in the duration.

### **ADJOURNMENT**

Meeting adjourned at 7:19 PM

---

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

---

A. Keith McDonald  
Mayor

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 04/28/15 07:00 PM  
Department: Code Enforcement  
Category: Special event permit  
Prepared By: Valerie Brantley  
Department Head: Jim Brown

---

---

## **Special event permit for West Tennessee Family Solutions 5K Race.**

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 04/28/15 07:00 PM

Department: Police

Category: Agreement

Prepared By: Penny Medlock

Department Head: Gary Rikard

---

**Annual agreement with Motorola for police radio service.**



# SERVICES AGREEMENT

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

Contract Number: S00001009701  
Contract Modifier: RN15-DEC-14 21:31:13

Date: 04/16/2015

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

Required P.O.: No  
Customer #: 1000053835  
Bill to Tag #: 0004  
Contract Start Date: 07/01/2015  
Contract End Date: 06/30/2016  
Anniversary Day: Jun 30th  
Payment Cycle: QUARTERLY  
PO #:

| QTY                                                                             | MODEL/OPTION  | SERVICES DESCRIPTION                                                                                                    | MONTHLY EXT | EXTENDED AMT |
|---------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
|                                                                                 |               | ***** Recurring Services *****                                                                                          |             |              |
| 1                                                                               | SVC01SVC1101C | ASTRO INFRASTRUCTURE REPAIR W/ADV REPL                                                                                  | \$431.55    | \$5,178.60   |
|                                                                                 | SVC257AA      | ENH: SMARTNET SITE                                                                                                      |             |              |
| 5                                                                               | SVC258AA      | ENH: SMARTNET STATION                                                                                                   |             |              |
| 3                                                                               | SVC260AA      | ENH: SMARTNET OPER POSITION                                                                                             |             |              |
| 1                                                                               | SVC455AE      | ENH: DISPATCH SITE                                                                                                      |             |              |
|                                                                                 | SVC01SVC1423C | LOCAL RADIO SUPPORT SERVICE                                                                                             | \$13.12     | \$157.44     |
| 3                                                                               | SVC377AE      | ENH: XTL5000 CONSOLETT                                                                                                  |             |              |
|                                                                                 | SVC01SVC1424C | ONSITE RESPONSE-LOCAL DISPATCH-STANDARD                                                                                 | \$1,310.18  | \$15,722.16  |
| 1                                                                               | SVC218AD      | ENH: OIR WITH LOCAL DISPATCH-SITES                                                                                      |             |              |
| 5                                                                               | SVC219AD      | STATIONS                                                                                                                |             |              |
| 3                                                                               | SVC220AD      | OPERATOR POSITIONS                                                                                                      |             |              |
| 1                                                                               | SVC992AA      | DISPATCH CENTER LOCATION                                                                                                |             |              |
| SPECIAL INSTRUCTIONS - ATTACH<br>STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS |               | Subtotal - Recurring Services                                                                                           | \$1,754.85  | \$21,058.20  |
|                                                                                 |               | Subtotal - One-Time Event<br>Services                                                                                   | \$ .00      | \$ .00       |
|                                                                                 |               | Total                                                                                                                   | \$1,754.85  | \$21,058.20  |
|                                                                                 |               | Taxes                                                                                                                   | -           | -            |
|                                                                                 |               | Grand Total                                                                                                             | \$1,754.85  | \$21,058.20  |
|                                                                                 |               | THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING<br>JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA. |             |              |
|                                                                                 |               |                                                                                                                         |             |              |
|                                                                                 |               | Subcontractor(s)                                                                                                        | City        | State        |
|                                                                                 |               | MOTOROLA SYSTEM SUPPORT CENTER                                                                                          | ELGIN       | IL           |
|                                                                                 |               | INTEGRATED COMMUNICATIONS INC                                                                                           | MEMPHIS     | TN           |

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

A. Keith Myrmel  
AUTHORIZED CUSTOMER SIGNATURE

Mayor  
TITLE

4/16/15  
DATE

Attachment: Motorola Services Agreement (1491 : Motorola Service Agreement)

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Brett Seagroatt

615 733-2649

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name: Bartlett, City Of  
Contract Number: S00001009701  
Contract Modifier: RN15-DEC-14 21:31:13  
Contract Start Date: 07/01/2015  
Contract End Date: 06/30/2016

Attachment: Motorola Services Agreement (1491 : Motorola Service Agreement)

## Service Terms and Conditions

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

### Section 1. APPLICABILITY

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

### Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

### Section 3. ACCEPTANCE

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

### Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

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

#### **Section 7. CUSTOMER CONTACT**

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

#### **Section 8. PAYMENT**

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

#### **Section 9. WARRANTY**

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

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

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

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

### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

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

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

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

### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

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

### **Section 15. COVENANT NOT TO EMPLOY**

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

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

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

### **Section 17. GENERAL TERMS**

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

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

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

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

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

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

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

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.  
Revised Jan 1, 2010



## Board of Mayor and Aldermen

6400 Stage Road  
Bartlett, TN 38134

### SCHEDULED

### AGENDA ITEM

Meeting: 04/28/15 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Mike Adams

Department Head: Bill Yearwood

## Bids for annual Public Works supplies.

Bids were received from the following companies:

|                                          |                                                                                                |
|------------------------------------------|------------------------------------------------------------------------------------------------|
| Universal Refuse Carts                   | <b>Stringfellow**</b><br>Rehrig Pacific<br>Otto Industries<br>Cascade Products                 |
| Generator Load Testing                   | <b>Clarke Power Generation**</b><br>Cummings Mid South<br>W. W. Williams                       |
| Limestone, Rip Rap and Fill Sand         | <b>Fullen Dock**</b><br>Vulcan Materials                                                       |
| Ready Mix Concrete                       | <b>Memphis Ready Mix**</b>                                                                     |
| Compression Fittings / Corporation Stops | <b>G &amp; C Supply**</b><br><br>Patton Supply<br>Consolidated Pipe & Supply                   |
| Water Main Repair Clamps                 | <b>Consolidated Pipe &amp; Supply**</b><br><b>G &amp; C Supply**</b><br><b>Patton Supply**</b> |
| Water Meters                             | <b>United Utilities**</b>                                                                      |
| Oil and Lube                             | <b>Mid-South Sales**</b><br>Best Wade Petro<br>McPherson Companies<br>Parman Energy            |

We recommend the bid be awarded to the Vendor marked with \*\* for each item listed.

Funds are available in FY16 Budget.

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

---

Meeting: 04/28/15 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

---

**Treasurer's Report for March 2015.**

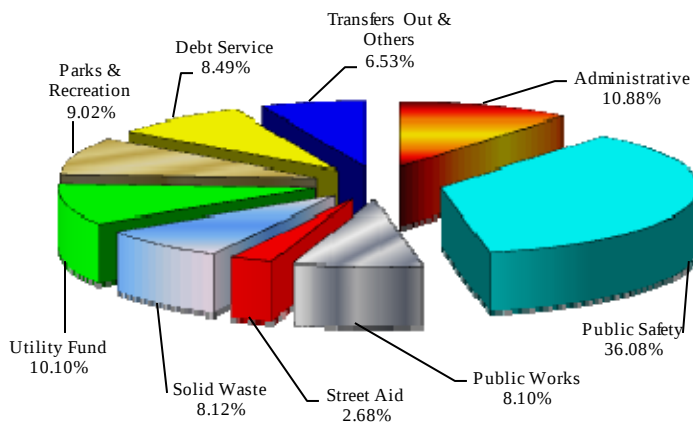


City of Bartlett

# FINANCIAL REPORT

*March 31, 2015*

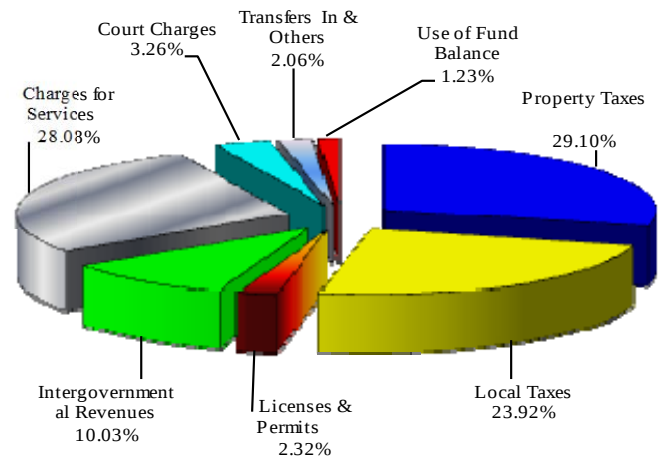
**Total Expenditures, FY 2015 Budget: \$67,246,180**



## BUDGET HIGHLIGHTS

- Local Sales Tax & Property Taxes collections are within budget.
- Property taxes are delinquent March 1, delinquent notices have been mailed.
- Fiscal Year 2016 budget requests are being reviewed by the Mayor and CAO.

**Total Revenues, FY 2015 Budget: \$67,246,180**



## FY 2015 YEAR-TO-DATE For The Period Ending March 31, 2015

|                                          | Adopted Budget       | Year-to-Date Actual  |
|------------------------------------------|----------------------|----------------------|
| <b>General Fund Expenditures</b>         |                      |                      |
| Administrative                           | \$ 6,916,138         | \$ 4,467,751         |
| Public Safety                            | 23,631,223           | 17,246,305           |
| Public Works                             | 5,316,808            | 3,814,920            |
| Parks and Recreation                     | 5,416,283            | 3,652,532            |
| Performing Arts                          | 601,966              | 398,636              |
| Transfers & Other Gen. Fund Items        | 3,628,392            | 2,583,831            |
| <b>Subtotal</b>                          | <b>\$ 45,510,810</b> | <b>\$ 32,163,974</b> |
| <b>General Fund Revenues</b>             |                      |                      |
| Property Taxes                           | \$ 19,525,000        | \$ 19,403,640        |
| Local Taxes                              | 12,981,750           | 7,262,599            |
| Building and Development Fees            | 1,554,100            | 1,188,878            |
| Intergovernmental                        | 5,217,750            | 2,949,514            |
| Charges for Services                     | 3,882,184            | 2,483,696            |
| Court Charges                            | 1,950,000            | 1,137,472            |
| Other Revenue                            | 400,026              | 279,654              |
| <b>Subtotal</b>                          | <b>\$ 45,510,810</b> | <b>\$ 34,635,454</b> |
| <b>Special Rev. Funds - Expenditures</b> | <b>\$ 9,108,110</b>  | <b>\$ 6,166,399</b>  |
| <b>Special Rev. Funds - Revenues</b>     | <b>\$ 9,108,110</b>  | <b>\$ 6,188,897</b>  |
| <b>Utility Expenses</b>                  | <b>\$ 8,550,300</b>  | <b>\$ 5,720,218</b>  |
| <b>Utility Revenues</b>                  | <b>\$ 8,550,300</b>  | <b>\$ 6,480,471</b>  |
| <b>Debt Service Expenditures</b>         | <b>\$ 4,076,960</b>  | <b>\$ 3,891,605</b>  |
| <b>Debt Service Revenues</b>             | <b>\$ 4,076,960</b>  | <b>\$ 2,622,403</b>  |
| <b>Total Expenditures</b>                | <b>\$ 67,246,180</b> | <b>\$ 47,942,197</b> |
| <b>Total Revenues</b>                    | <b>\$ 67,246,180</b> | <b>\$ 49,927,224</b> |

Note: FY 2015 Adopted Budget includes use of fund balance in Special Revenue Funds and the Debt Service Fund.

Attachment: Mar15FinRpt (1489 : Treasurer's Report for March 2015)



## City of Bartlett -- Financial Summary For The Period Ending March 31, 2015



|                                             | FY 2014<br>Actual    | FY 2015<br>Adopted<br>Budget | Increase/<br>Decrease<br>in \$ | Year-to-Date<br>Actual<br>FY 2014 | Year-to-Date<br>Actual<br>FY 2015 | Increase/<br>Decrease<br>in \$ | Percent<br>of FY 2014<br>Actual | Percent<br>of FY 2015<br>Budget | Increase/<br>Decrease<br>in % |
|---------------------------------------------|----------------------|------------------------------|--------------------------------|-----------------------------------|-----------------------------------|--------------------------------|---------------------------------|---------------------------------|-------------------------------|
| <b>General Fund Expenditures</b>            |                      |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Administrative                              | \$ 6,565,404         | \$ 6,916,138                 | \$ 350,734                     | \$ 4,588,775                      | \$ 4,467,751                      | \$ (121,024)                   | 69.89%                          | 64.60%                          | -5.29%                        |
| Public Safety                               | 23,175,343           | 23,631,223                   | 455,880                        | 17,202,844                        | 17,246,305                        | 43,461                         | 74.23%                          | 72.98%                          | -1.25%                        |
| Public Works                                | 5,055,777            | 5,316,808                    | 261,031                        | 3,679,284                         | 3,814,920                         | 135,636                        | 72.77%                          | 71.75%                          | -1.02%                        |
| Parks and Recreation                        | 4,986,291            | 5,422,843                    | 436,552                        | 3,626,482                         | 3,652,532                         | 26,050                         | 72.73%                          | 67.35%                          | -5.37%                        |
| Performing Arts                             | 622,299              | 595,406                      | (26,893)                       | 426,013                           | 398,636                           | (27,377)                       | 68.46%                          | 66.95%                          | -1.51%                        |
| Transfers & Other Gen. Fund Items           | 1,966,783            | 3,628,392                    | 1,661,609                      | 1,227,800                         | 2,583,831                         | 1,356,031                      | 62.43%                          | 71.21%                          | 8.78%                         |
| <b>Total General Fund Expenditures</b>      | <b>\$ 42,371,897</b> | <b>\$ 45,510,810</b>         | <b>\$ 3,138,913</b>            | <b>\$ 30,751,197</b>              | <b>\$ 32,163,974</b>              | <b>\$ 1,412,778</b>            | <b>72.57%</b>                   | <b>70.67%</b>                   | <b>-1.90%</b>                 |
| <b>General Fund Revenues</b>                |                      |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Property Taxes                              | \$ 19,464,995        | \$ 19,525,000                | \$ 60,005                      | \$ 18,924,223                     | \$ 19,403,640                     | \$ 479,417                     | 97.22%                          | 99.38%                          | 2.16%                         |
| Local Taxes                                 | 12,419,035           | 12,981,750                   | 562,715                        | 6,959,102                         | 7,262,599                         | 303,497                        | 56.04%                          | 55.94%                          | -0.09%                        |
| Building and Development Fees               | 1,575,298            | 1,554,100                    | (21,198)                       | 1,039,958                         | 1,118,878                         | 78,920                         | 66.02%                          | 72.00%                          | 5.98%                         |
| Intergovernmental                           | 4,929,659            | 5,217,750                    | 288,091                        | 2,600,877                         | 2,949,514                         | 348,637                        | 52.76%                          | 56.53%                          | 3.77%                         |
| Charges for Services                        | 3,628,857            | 3,882,184                    | 253,327                        | 2,553,646                         | 2,483,696                         | (69,950)                       | 70.37%                          | 63.98%                          | -6.39%                        |
| Court Charges                               | 1,726,486            | 1,950,000                    | 223,514                        | 1,223,910                         | 1,137,472                         | (86,438)                       | 70.89%                          | 58.33%                          | -12.56%                       |
| Other Revenue                               | 364,176              | 400,026                      | 35,850                         | 254,710                           | 279,654                           | 24,943                         | 69.94%                          | 69.91%                          | -0.03%                        |
| <b>Total General Fund Revenues</b>          | <b>\$ 44,108,506</b> | <b>\$ 45,510,810</b>         | <b>\$ 1,402,304</b>            | <b>\$ 33,556,427</b>              | <b>\$ 34,635,454</b>              | <b>\$ 1,079,027</b>            | <b>76.08%</b>                   | <b>76.10%</b>                   | <b>0.03%</b>                  |
| <b>Special Revenue Funds</b>                |                      |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Street Aid Fund                             | \$ 1,841,831         | \$ 1,795,000                 | \$ (46,831)                    | \$ 1,075,895                      | \$ 869,553                        | \$ (206,343)                   | 58.41%                          | 48.44%                          | -9.97%                        |
| Solid Waste Fund                            | 5,423,103            | 5,948,729                    | 525,626                        | 3,981,386                         | 4,280,005                         | 298,620                        | 73.42%                          | 71.95%                          | -1.47%                        |
| General Improvement Fund                    | 609,039              | 640,000                      | 30,961                         | 479,057                           | 459,882                           | (19,174)                       | 78.66%                          | 71.86%                          | -6.80%                        |
| Drug Enforcement Fund                       | 215,214              | 418,300                      | 203,086                        | 183,843                           | 193,346                           | 9,502                          | 85.42%                          | 46.22%                          | -39.20%                       |
| DEA Enforcement Fund                        | 24,194               | 151,900                      | 127,706                        | 2,881                             | 145,236                           | 142,356                        | 11.91%                          | 95.61%                          | 83.71%                        |
| Drainage Control Fund                       | 100,468              | 119,181                      | 18,713                         | 76,684                            | 81,502                            | 4,818                          | 76.33%                          | 68.38%                          | -7.94%                        |
| Park Improvement Fund                       | 4,434                | 35,000                       | 30,566                         | 2,411                             | 6,150                             | 3,738                          | 0.00%                           | 0.00%                           | 0.00%                         |
| Grant Funds                                 | 803,720              | 0                            | (803,720)                      | 711,514                           | 130,726                           | (580,788)                      | 88.53%                          | 0.00%                           | -88.53%                       |
| <b>Special Revenue Funds - Expenditures</b> | <b>\$ 9,022,003</b>  | <b>\$ 9,108,110</b>          | <b>\$ 86,107</b>               | <b>\$ 6,513,671</b>               | <b>\$ 6,166,399</b>               | <b>\$ (347,272)</b>            | <b>72.20%</b>                   | <b>67.70%</b>                   | <b>-4.50%</b>                 |
| <b>Special Revenue Funds - Revenues</b>     | <b>\$ 9,880,024</b>  | <b>\$ 9,108,110</b>          | <b>\$ (771,914)</b>            | <b>\$ 7,001,994</b>               | <b>\$ 6,188,897</b>               | <b>\$ (813,097)</b>            | <b>70.87%</b>                   | <b>67.95%</b>                   | <b>-2.92%</b>                 |
| <b>Utility Fund</b>                         |                      |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Total Utility Operations                    | \$ 5,509,960         | \$ 6,773,156                 | \$ 1,263,196                   | \$ 3,793,329                      | \$ 4,202,169                      | \$ 408,840                     | 68.84%                          | 62.04%                          | -6.80%                        |
| Total Utility Debt Expenses                 | 1,585,829            | 1,616,206                    | 30,377                         | 1,477,332                         | 1,518,049                         | 40,717                         | 93.16%                          | 93.93%                          | 0.77%                         |
| Contribution to Fund Balance                | 0                    | 160,938                      | 160,938                        | 0                                 | 0                                 | 0                              | 0.00%                           | 0.00%                           | 0.00%                         |
| <b>Total Utility Expenses</b>               | <b>\$ 7,095,789</b>  | <b>\$ 8,550,300</b>          | <b>\$ 1,454,511</b>            | <b>\$ 5,270,661</b>               | <b>\$ 5,720,218</b>               | <b>\$ 449,557</b>              | <b>74.28%</b>                   | <b>66.90%</b>                   | <b>-7.38%</b>                 |
| <b>Total Utility Revenues</b>               | <b>\$ 8,475,689</b>  | <b>\$ 8,550,300</b>          | <b>\$ 74,611</b>               | <b>\$ 6,329,258</b>               | <b>\$ 6,480,471</b>               | <b>\$ 151,213</b>              | <b>74.68%</b>                   | <b>75.79%</b>                   | <b>1.12%</b>                  |
| <b>Debt Service Fund</b>                    |                      |                              |                                |                                   |                                   |                                |                                 |                                 |                               |
| Total Debt Service Expenditures             | \$ 4,186,547         | \$ 4,076,960                 | \$ (109,587)                   | \$ 4,065,123                      | \$ 3,891,605                      | \$ (173,518)                   | 97.10%                          | 95.45%                          | -1.65%                        |
| Total Debt Service Revenues                 | \$ 3,953,958         | \$ 4,076,960                 | \$ 123,002                     | \$ 2,707,126                      | \$ 2,622,403                      | \$ (84,723)                    | 68.47%                          | 64.32%                          | -4.14%                        |
| <b>Total Expenditures</b>                   | <b>\$ 62,676,236</b> | <b>\$ 67,246,180</b>         | <b>\$ 4,569,944</b>            | <b>\$ 46,600,652</b>              | <b>\$ 47,942,197</b>              | <b>\$ 1,341,545</b>            | <b>74.35%</b>                   | <b>71.29%</b>                   | <b>-3.06%</b>                 |
| <b>Total Revenues</b>                       | <b>\$ 66,418,177</b> | <b>\$ 67,246,180</b>         | <b>\$ 828,003</b>              | <b>\$ 49,594,804</b>              | <b>\$ 49,927,224</b>              | <b>\$ 332,420</b>              | <b>74.67%</b>                   | <b>74.25%</b>                   | <b>-0.43%</b>                 |

**Board of Mayor and Aldermen**

6400 Stage Road  
Bartlett, TN 38134

**SCHEDULED****AGENDA ITEM**

Meeting: 04/28/15 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

---

**Appoint Henry Miller to Parks and Recreation Advisory Board.**

Henry Miller will fill the position vacated by Bobby Young. His term will expire December 31, 2017.