City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, FEBRUARY 23, 2021 - CONFERENCE CALL - 6:00 PM

Due to the COVID-19 Global Pandemic, the Board of Mayor and Aldermen will meet electronically in February. This meeting will follow T.C.A. 8-44-102, and Governor Bill Lee's Executive Order No. 71, extending Order No. 16 regarding the Tennessee Open Meetings Act. To submit a comment to be read at the meeting, please email Penny Medlock at pmedlock@cityofbartlett.org and provide your name and address by Monday, 5 p.m. prior to the Tuesday meeting. This meeting will be broadcast live on the City's Facebook page. Minutes and recordings will be posted within two days of the meeting on the City's website.

INVOCATION

Opening Prayer by Alderman W.C. Pleasant

FUTURE MEETINGS

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

Planning Commission, March 1 at 7 p.m.

Beer Board, March 2 at 6 p.m.

Bartlett Station Commission, March 3 at 7:30 a.m.

City Beautiful Commission, March 4 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the February 9, 2021 Board of Mayor and Aldermen Regular Meeting

NEW BUSINESS

1 Appoint Nina Tompkins to City Beautiful Commission. (A. Keith McDonald, Mayor)

2 **Resolution 07-21, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2021A, in an amount not to exceed $789,334.00 and providing for the payment of said notes. (Dick Phebus, Director of Finance)**

3 **Resolution 08-21, a resolution to amend the Fiscal Year 2021 General Fund Budget to appropriate $94,400.00 for peace officer supplement pay for police department certified personnel. (Dick Phebus, Director of Finance)**

4 **Resolution 09-21, a resolution to transfer $53,896.38 in local option sales tax reserves in the General Fund to the State Street Aid Fund for the purpose of reimbursement for expenditures for school zone flashers and to amend the FY2021 General Fund and State Street Aid Fund Budgets. (Dick Phebus, Director of Finance)**

5 **Presentation of General Obligation Bonds, Series 2021. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 9, 2021 - CONFERENCE CALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Alderman Jack Young

FUTURE MEETINGS

Parks and Recreation Advisory Board, February 11 at 6 p.m.

Historic Preservation Commission, February 15 at 7 p.m.

Bartlett Arts Council, February 16 at 6 p.m.

BPACC Advisory Board, February 16 at 6 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the January 26, 2021 Board of Mayor and Aldermen Regular Meeting

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

NEW BUSINESS

1 Appoint Linda Booth to Parks and Recreation Advisory Board. (A. Keith McDonald, Mayor)

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

2 Bid for Ellendale Park ADA Restroom Renovations. (Shan Criswell, Director of Parks and Recreation)
Recommend accepting the lowest bid from York Construction at a total cost of $410,888.00. Funds are available in Account 131.44000.780.04121.

Director of Parks and Recreation, Shan Criswell, explained that the City had received a grant from Shelby County in the amount of $400,000.00 to renovate the restrooms at Ellendale Park for ADA compliance. The remainder of the cost is for design and construction services and will be taken from the Park Improvement Fund.
Alderman Parsons confirmed that the planned location of the girls' restrooms had been changed to a safer location rather than the rear.

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

3 Eighth year renewal of water tank maintenance project (10 Years). (Rick McClanahan, Director of Engineering)
In 2019, the bid for water tank maintenance from Utility Service Company (Suez) was accepted. The project bid in 2013 was for maintenance during a 10 year period. Please award year eight of the project for a total amount of $171,773.16. Funds are available in Account 510.51200.945.

Director of Engineering, Rick McClanahan, stated this request is for the maintenance of water tanks. It is the eighth year of a ten year contract. This request also includes additional testing and modifications to tanks.
Alderman Parsons asked if any lead was in the paint. Mr. McClanahan verified that no evidence of lead inside the tanks has been discovered.

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

OPEN DISCUSSION

Director McClanahan stated that repairs were completed on Elmore Park Road and it was reopened today. Bartlett Blvd. is 80 percent complete and estimated to reopen at the end of March.
Alderman Quinn asked for COVID-19 updates.
Discussion was made regarding an inoculation center within the City limits, partnering with Arlington and Lakeland, and obtaining paid or volunteer staff to operate the center. Currently the Appling Road center has reduced days and hours of operation due to not receiving enough vaccines. Fire Chief Wiggins has identified a couple of potential locations in the City when the Shelby County Health Department can obtain vaccinations.

ADJOURNMENT

Meeting adjourned at 6:28 PM

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

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

SCHEDULED

AGENDA ITEM

Meeting: 02/23/21 06:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: A. Keith McDonald

Appoint Nina Tompkins to City Beautiful Commission.

Nina Tompkins will fill the position vacated by Michelle Page. Her term will expire December 31, 2021.

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

SCHEDULED

RESOLUTION (ID # 2915)

Meeting: 02/23/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 2915

Resolution 07-21, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of interest bearing general obligation capital outlay notes, Series 2021A, in an amount not to exceed $789,334.00 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 financing costs of the construction, repair, and improvement of streets, roads, greenways, and bridges within the City, including sidewalks, signage, signalization, and drainage improvements, 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 twelve (12) 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 the Division of Local Government Finance of the State of Tennessee (the "Director of Local Government 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 $789,334, 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 2021A". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 2% 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 twelfth 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. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of 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, for two years following the date of issuance. Thereafter, the Notes shall be subject to redemption, in whole or in part, at the option of the Municipality, upon thirty (30) calendar days' written notice to the registered owner, at the price of par plus accrued interest to the date of redemption.

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 Local Government 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 Local Government 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 Local Government 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 2021A Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

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

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

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes

Section 18. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 19. Miscellaneous Acts. The Mayor, the City Clerk, the Finance Director, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 20. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 21. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 22. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 23. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 24. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 23rd day of February, 2021.

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

A. Keith McDonald, Mayor

Attest: ______________________________
Penny Medlock, City Clerk

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Penny Medlock, 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 February 23, 2021; (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 $789,334 General Obligation Capital Outlay Notes, Series 2021A, 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 23rd day of February, 2021.

____
City Clerk

(SEAL)

EXHIBIT A
FORM OF NOTE

Registered **Registered**
No._______ **$________**

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF BARTLETT
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2021A

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 _______, 2021, 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 2021A" (the "Notes"), issued by the Municipality in the aggregate principal amount of $789,334. The Notes which are issued for the purpose of financing certain public works projects, consisting of financing costs of the construction, repair, and improvement of streets, roads, greenways, and bridges within the City, including sidewalks, signage, signalization, and drainage improvements, 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 February 23, 2021, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the City Clerk of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

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

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the 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 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. 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, for two years following the date of issuance. Thereafter, the Notes shall be subject to redemption, in whole or in part, at the option of the Municipality, upon thirty (30) calendar days' written notice to the Registered Owner, at the price of par plus accrued interest to the date of redemption.

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 ___________, 2021.

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

SCHEDULED

RESOLUTION (ID # 2913)

Meeting: 02/23/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 2913

Resolution 08-21, a resolution to amend the Fiscal Year 2021 General Fund Budget to appropriate $94,400.00 for peace officer supplement pay for police department certified personnel.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has approved the 2020 Peace Officer Supplement Pay for eligible Bartlett Police Department personnel in the amount of $94,400 and the funds have been received by the City; and

WHEREAS, in order to distribute the funds to the eligible police personnel it is necessary to amend the Fiscal Year 2021 Operating Budget for the Police Department to appropriate the revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2021 General Fund budget is amended to appropriate $94,400 in revenues and expenditures for the 2020 Peace Officer Supplement Pay for police personnel.

Adopted this day of February 23, 2021

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

____
A. Keith McDonald, Mayor

Attest: ______________________________
Penny Medlock, City Clerk

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

SCHEDULED

RESOLUTION (ID # 2912)

Meeting: 02/23/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Dick Phebus
Initiator: Dick Phebus
Sponsors:
DOC ID: 2912

Resolution 09-21, a resolution to transfer $53,896.38 in local option sales tax reserves in the General Fund to the State Street Aid Fund for the purpose of reimbursement for expenditures for school zone flashers and to amend the FY2021 General Fund and State Street Aid Fund Budgets.

WHEREAS, the City of Bartlett levies and collects revenue from the one-half cent local option sales tax to be used for school related activities and expenditures; and

WHEREAS, the City of Bartlett State Street Aid Fund purchased new school zone flashers, timers, installation and a ten (10) year data plan service contract for the timers ; and

WHEREAS, the City of Bartlett needs to reimburse the State Street Aid Fund for the purchase of these timers and installation;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the City of Bartlett General Fund transfer funds to the State Street Aid Fund from local option sales tax reserves in the amount of $53,896.38 and the General Fund and State Street Aid Fund be amended as shown in the table below.

Account	Description	Debit	Credit
110.46000.997	Transfer to SSA Fund	$53,896.38	
110.30000.36990	Use of Fund Balance		$53,896.38
121.30000.36700	Transfer from Gen Fund		$53,896.38
121.30000.36990	Use of Fund Balance	$53,896.38	

Adopted this day of February 23, 2021

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

A. Keith McDonald, Mayor

Attest: ______________________________

Penny Medlock, City Clerk

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

SCHEDULED

AGENDA ITEM

Meeting: 02/23/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Presentation of General Obligation Bonds, Series 2021.

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Bonds, Series 2021. The attached form reflects the $2,000,000 bonds approved on January 26, 2021.

State Form No. CT-0253
Revised Effective 12/23/2020

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

1. Public Entity:

Name: City of Bartlett, Tennessee

Address: 6400 Stage Road
Bartlett,TN 38138

Debt Issue Name: General Obligation Capital Outlay Note, Series 2021

If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount: $ 2,000,000.00

Premium/Discount: $

3. Interest Cost: 1.6500 %

- [x] Tax-exempt
- [ ] Taxable
- [ ] TIC
- [ ] NIC
- [ ] Variable: Index ______ plus ______ basis points; or
- [ ] Variable: Remarketing Agent
- [ ] Other:

4. Debt Obligation:

- [ ] TRAN
- [ ] RAN
- [x] 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 Division of Local Government Finance ("LGF").

5. Ratings:

- [x] Unrated

Moody's ______ Standard & Poor's ______ Fitch ______

6. Purpose:

		BRIEF DESCRIPTION
[x] General Government	100.00 %	streets and roads; parks and recreational facilities
[ ] Education	%	
[ ] Utilities	%	
[ ] Other	%	
[ ] Refunding/Renewal	%	

7. Security:

- [x] General Obligation
- [ ] Revenue
- [ ] Annual Appropriation (Capital Lease Only)
- [ ] General Obligation + Revenue/Tax
- [ ] Tax Increment Financing (TIF)
- [ ] Other (Describe):

8. Type of Sale:

- [ ] Competitive Public Sale
- [ ] Negotiated Sale
- [x] Informal Bid
- [ ] Interfund Loan
- [ ] Loan Program

9. Date:

Dated Date: 02/19/2021

Issue/Closing Date: 02/19/2021

State Form No. CT-0253
Revised Effective 12/23/2020

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2022	$ 151,000.00	1.6500 %	2033	$ 183,000.00	1.6500 %
2023	$ 154,000.00	1.6500 %		$	%
2024	$ 156,000.00	1.6500 %		$	%
2025	$ 159,000.00	1.6500 %		$	%
2026	$ 162,000.00	1.6500 %		$	%
2027	$ 165,000.00	1.6500 %		$	%
2028	$ 168,000.00	1.6500 %		$	%
2029	$ 171,000.00	1.6500 %		$	%
2030	$ 174,000.00	1.6500 %		$	%
2031	$ 177,000.00	1.6500 %		$	%
2032	$ 180,000.00	1.6500 %		$	%

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	$ 1,000	Bone McAllester Norton PLLC
Trustee's Counsel	$ 0	
Bank Counsel	$ 0	
Disclosure Counsel	$ 0	
____________	$ 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	$ 1,000	

State Form No. CT-0253
Revised Effective 12/23/2020

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

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	15	TMBF Administration Fee
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 One year from fiscal year end
Name and title of person responsible for compliance Director of Finance

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 12/05/2011
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 ________ and presented at public meeting held on ________
Copy to Director, Division of Local Govt Finance: on ________ either by:

☐ Mail to:
Cordell Hull Building
425 Rep. John Lewis Parkway N., 4th Floor
Nashville, TN 37243-3400

OR

☑ Email to:
LGF@cot.tn.gov

18. Signatures:

A. Keith McDonald

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	A. Keith McDonald	
Title	Mayor	
Firm	Mayor	TMBF
Email	kmcdonald@cityofbartlett.org	lmooningham@tmbf.net
Date		