



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, FEBRUARY 12, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Terry Easley, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, February 14 at 7 p.m.

Historic Preservation Commission, February 18 at 7 p.m.

Bartlett Arts Council, February 19 at 6 p.m.

BPACC Advisory Board, February 19 at 6 p.m.

Design Review Commission, February 19 at 6:30 p.m.

RECOGNITIONS

Leadership Bartlett

The Leadership Bartlett Class of 2019 spent the afternoon learning about local government.

Badge presentation for Canine Police Officers Ali, Bono, and Jax

Chief of Police Glen Williamson presented Bartlett's three canine officers with badges. Officer Christian Schaumburg, Officer Casey Knight, and Andrew Maliskas respectively pinned their canine partners, Ali, Jax, and Bono, with their new badges. The newly-pinned officers showed great excitement at being the first canine officers in Bartlett history to receive police badges.

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

MINUTES ACCEPTANCE

Minutes of the January 22, 2019 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Twenty items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 Subdivision contract for Hood and Bartlett Subdivision. (John Horne, Assistant Director of Engineering)**
The developer, Memphis City Employee Credit Union, will pay \$14,953.05 in City Fees. The Bond is set at \$34,240.00.
- 3 Site plan contract for Herbi-Systems, Inc. (John Horne, Assistant Director of Engineering)**
The developer, Herbi-Systems, Inc, will pay \$27,400.48 in City Fees. The Bond is set at \$61,365.00.

NEW BUSINESS

- 1 Resolution 04-19, a resolution to amend the Fiscal Year 2019 Capital Improvement Program and General Fund budgets to provide funding for parks pavilion and lighting project. (Dick Phebus, Director of Finance)**

Finance Director Dick Phebus explained that this resolution combines several internal revenue sources to complete W.J. Freeman's new pavilion and restroom/concession facility.

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

- 2 Resolution 05-19, a resolution to amend the Fiscal Year 2019 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)**

Mr. Phebus stated that the Bartlett City Board of Education recently adopted four budget amendments, which must also be approved by the Board of Mayor and Aldermen.

One resolution amended the Education Capital Project budget to allocate \$100,000 for communication equipment and \$75,000 for an architect. The second resolution added \$30,000 to the Bartlett Square budget. Bartlett Square is a renovated building where the school district offices are. The third resolution amended the General Purpose Fund Budget to appropriate an additional \$1 million for school debt service. The final resolution increases the capital fund budget by \$3.5 million for high school stadium improvements.

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

OPEN DISCUSSION

No one spoke during open discussion.

ADJOURNMENT

Meeting adjourned at 7:12 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JANUARY 22, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Alderman David Parsons

FUTURE MEETINGS

Board of Education, January 24 at 7 p.m.
Family Assistance Commission, February 4 at 6 p.m.
Planning Commission, February 4 at 7 p.m.
Bartlett Station Commission, February 6 at 7:30 a.m.
Bartlett Historical Society, February 11 at 7 p.m.

RECOGNITIONS

Recognition of Tony Webb as the Tennessee Highway Safety Office's Traffic Officer of the Year

Police Chief Glen Williamson recognized Officer Tony Webb for being awarded the West Tennessee Traffic Officer of the Year by the Tennessee Highway Safety Office.

Mayor's Youth Leadership Council

The 2019 Mayor's Youth Leadership Council attended the Board meeting as part of their Local Government Day. The Bartlett Youth Leadership group has been combined with the Mayor's Youth Council this year.

The following students comprise this year's council:

Ainsley Emerson
Kimberly By Goytia
Cassidy Hill
Jed Nelson Hudson
Kaitlyn Jennings
Vraj Patel
Emma Robson
Gabriel Rodriguez
Katie Stephens
Blake Tucker
Reagan Wallgren

Minutes Acceptance: Minutes of Jan 22, 2019 7:00 PM (MINUTES ACCEPTANCE)

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

MINUTES ACCEPTANCE

Minutes of the January 10, 2019 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

I Special event permit for Winter Cross Country Series 8K Run. (Jim Brown, Director of Code Enforcement)

The event will be held on Sunday, February 10 from 2 to 4 p.m. at Nesbit Park.

2 Planning Commission Report for December 2018. (Kim Taylor, Director of Planning and Economic Development)

Item 1) Site plan for Humphreys Summer Avenue Subdivision, Lot 1, was tabled until the January 2019 meeting.

Item 2) Site plan for Humphreys Summer Avenue Subdivision, Lot 2, was tabled until the January 2019 meeting.

Item 3) Site plan for Hollywood Feed Addition, 6722 Summer, was approved with conditions.

Item 4) Site plan for Youth Villages Food with Class building, 7410 Memphis-Arlington, was approved with conditions.

3 Planning Commission Report for January 2019. (Kim Taylor, Director of Planning and Economic Development)

Item 1) Site plan for Humphreys Summer Avenue Subdivision, Lot 1, was approved with conditions.

Item 2) Site plan for Humphreys Summer Avenue Subdivision, Lot 2, was approved with conditions.

Item 3) Site plan for Kirby Whitten Pharmacy, Whitten Lakes Subdivision, Lot 3D, was approved with conditions.

4 Treasurer's Report for December 2018. (Dick Phebus, Director of Finance)

NEW BUSINESS

I Appointments to City Beautiful Commission. (A. Keith McDonald, Mayor)

Joni Bailey and Jim Crowder were appointed to the City Beautiful Commission. Their terms will expire December 31, 2019.

Minutes Acceptance: Minutes of Jan 22, 2019 7:00 PM (MINUTES ACCEPTANCE)

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:07 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jan 22, 2019 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 02/12/19 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to auction surplus property.

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

Department	Year	Make/Model	Color	Vehicle ID#
Senior Center	1999	Ice Machine w/ Storage Bin		QD0452A/S570
Public Works	2003	Ford F250	White	IFTNW20F33EA17936
Public Works	2011	Woods Finishing Mower	Yellow	PRD7200
Solid Waste	1993	Ford F-700	White	IFDPK74C8PVA03646
Solid Waste	1999	Ford F-800	White	3FENF80C9XMA01613
Solid Waste	2001	International 4900	White	IHTSHAD8IH283555
Solid Waste	1996	International 4700	White	IHTSCABNITH343682
Parks	2002	Ford F-150	White	IFTRX17W72KD72235
Parks	2004	Ford F-250	White	IFTNW20P24EB38886
Parks	1999	Ford F-250	White	IFTNW20F7YEB51145
Solid Waste	2006	Billy Goat	Green	QL2300K0
Solid Waste	1985	Ford 555B Backhoe	Yellow	C-744578
Solid Waste	2006	Billy Goat	Green	QL2300K0
Solid Waste	1988	19 yards Dump Trailer		
Public Works		16 Foot Trailer		
Senior Center		(6) 72" Round Folding Tables	Almond	
Public Works	1986	Ford 2910 Tractor	Blue	754894
Public Works	2000	Tiger 102" Mower	Yellow	TRF-961495
Engineering	2006	Ford F150	White	IFTRX12W86KD7796
Code	2008	Ford F150	White	IFTRX12WI8FA18607

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: David Parsons, Alderman

SECONDER: W.C. Pleasant, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 02/12/19 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision contract for Hood and Bartlett Subdivision.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: David Parsons, Alderman

SECONDER: W.C. Pleasant, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

COMMERCIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and MEMPHIS CITY EMPLOYEE CREDIT UNION hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of NOVEMBER 5, 2018, approved the Commercial Subdivision for HOOD AND BARTLETT SUBDIVISION , and established certain conditions for approval of this Commercial Subdivision Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

GENERAL PROVISIONS

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

de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

default.

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

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

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

II

FIXED IMPROVEMENTS

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

III

SEDIMENT AND DEBRIS

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

complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY

OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

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

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

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

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

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

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.
4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended

for the additional period.

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

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

Attachment: Hood & Bartlett SD Contract (2497 : Hood and Bartlett Subdivision Contract)

VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY
TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE
DETAILED FOR: **Memphis City Employee Credit Union**

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

- | | | | | |
|----|---|-----------------------|----------------------|--------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$11,225.00) | | | <u>\$1,683.75</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost | \$11,225.00 | | <u>\$673.50</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater | | | |
| | | \$175 x 2 = \$ 350.00 | | |
| | | 1.5% of \$32,240.00 | \$483.60 | <u>\$483.60</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract | | | |
| | | \$10.00 implies | \$20.00 | |
| | | \$25.00 implies | \$25.00 | <u>\$25.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service (1) Domestic, (1) Irrigation
2 | | | <u>\$6,000.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost
or B: \$300.00 per Lot,
Whichever is greater
Development Cost = | | \$967.20
\$600.00 | <u>\$967.20</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | | | |

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	0.94 Acres (Total Site)	
	\$ 2,193.02		\$2,193.02
	(or) \$33 per Front Foot x 140'		\$4,620.00
			<u>\$4,620.00</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	.94 Acres Detained	\$ 470.00	<u>\$500.00</u>
9	City portion of Water Improvements		N/A

TOTAL DUE CITY **\$14,953.05**

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

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

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) **\$32,240.00**

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: Memphis City Employee Credit Union

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Hood & Bartlett SD Contract (2497 : Hood and Bartlett Subdivision Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 02/12/19 07:00 PM
Department: Engineering
Category: Contract
Prepared By: Erin Campbell
Department Head: John Horne

Site plan contract for Herbi-Systems, Inc.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** David Parsons, Alderman**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

SITE PLAN, GRADING, EROSION CONTROL, AND SEWER CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and HERBI-SYSTEMS, INC. hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
March 6, 2017, approved the Site Plan, Grading, Erosion Control, and Sewer Plans for
HERBI-SYSTEMS, INC., and established certain conditions for approval of this Site Plan,
Grading, Erosion Control, and Sewer Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; and

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

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

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

I

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

III

SEDIMENT AND DEBRIS

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

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

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

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

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

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

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

VI

BONDING REQUIREMENTS

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

VII**HOLD HARMLESS**

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

SPECIAL CONDITIONS:

1. This site is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.

VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY
TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE
DETAILED FOR: **Herbi-Systems, Inc.**

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

- | | | | |
|----|---|--|--------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$11,225.00) | | <u>\$1,683.75</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$11,225.00 | | <u>\$673.50</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$61,365.00 \$920.48 | | <u>\$920.48</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$10.00
\$25.00 implies \$50.00 | | <u>\$50.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service (1) Domestic, (2) Irrigation
3 | | <u>\$9,000.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost \$1,840.95
or B: \$300.00 per Lot, \$300.00
Whichever is greater
Development Cost = \$61,365.00 | | <u>\$1,840.95</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | | |

Attachment: Herbi-systems Contract (2498 : Herbi-Systems, Inc. Site Plan Contract)

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	4.6 Acres (Total Site)	
	\$ 10,731.80		\$10,731.80
	(or) \$33 per Front Foot x 085'		\$2,805.00
			<u>\$10,731.80</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
	0.3 Acres Undetained	\$ 300.00	
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	4.3 Acres Detained	\$ 2,150.00	<u>\$2,500.00</u>
9	City portion of Water Improvements		N/A

TOTAL DUE CITY **\$27,400.48**

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

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

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) **\$61,365.00**

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: HERBI-SYSTEMS, INC.

By:_____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____

Attachment: Herbi-systems Contract (2498 : Herbi-Systems, Inc. Site Plan Contract)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2499)

Meeting: 02/12/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2499

Resolution 04-19, a resolution to amend the Fiscal Year 2019 Capital Improvement Program and General Fund budgets to provide funding for parks pavilion and lighting project.

WHEREAS, the Board of Mayor and Aldermen has approved the Capital Improvements Program budget for improvements to W. J. Freeman Park for Fiscal Year 2018 on June 12, 2018 which included appropriations for lighting of multipurpose fields; and

WHEREAS, the City of Bartlett now desires to make further improvements to the park, including construction of a pavilion; and

WHEREAS, these improvements will be funded by transfers from existing CIP projects which have excess funds available and transfers from the Park Improvements Fund;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY 2019 Capital Improvements Fund budget is amended as detailed below to appropriate additional funds for the W. J. Freeman Park project as follows:

Account #	Description	Increase	Decrease
311.48311.391910.51619	Parks Restroom Revenues Decrease FY19 Bond Rev		\$300,000
311.48311.780.51619	Parks Restroom Const. Decrease FY19 Costs		\$300,000
311.48311.391810.51618	Parks Restroom Revenues Decrease FY18 Bond Rev		\$100,000
311.48311.780.51618	Parks Restroom Const. Decrease FY18 Costs		\$100,000
311.48311.391730.51617	Parks Restroom Revenues Decrease FY17 Transfers In From General Fund		\$12,017.70
311.48311.780.51617	Parks Restroom Const. Decrease Restroom Construction		\$12,017.70
311.48311.391910.51401	W.J. Freeman Revenues	\$300,000	

	Increase FY19 Bond Rev		
311.48311.391810.51401	W.J. Freeman Revenues Increase FY18 Bond Rev	\$100,000	
311.48311.391730.51401	W.J. Freeman Revenues Increase FY17 Transfers In From General Fund	\$12,017.70	
311.48311.780.51401	Pavilion Construction Increase Pavilion Const.	\$462,017.70	
311.48311.391930.51401	W.J. Freeman Revenues Increase Rev from FY 19 Gen Fund	\$150,000	
311.48311.780.51401	Pavilion Construction Increase Pavilion Const.	\$150,000	
311.48311.391731.51401	Pavilion Construction Increase FY17 Transfer Bartlett Station	\$50,000	

BE IT FUTHER RESOLVED, that the FY 2019 General Fund budget is amended to transfer \$150,000 of Unreserved Fund Balance to the FY 2019 Capital Improvement Program Fund for additional resources for the W. J. Freeman Park project as follows:

Account #	Description	Amount (Increase)
110.46000.999	Transfers to CIP Fund	\$150,000
110.30000.36990	Use of Fund Balance	\$150,000

Adopted this February 12, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Finance Director Dick Phebus explained that this resolution combines several internal revenue sources to complete W.J. Freeman's new pavilion and restroom/concession facility.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2493)

Meeting: 02/12/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2493

Resolution 05-19, a resolution to amend the Fiscal Year 2019 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund.

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

WHEREAS, the Bartlett City Board of Education has approved three budget amendments to its Fiscal Year 2019 Education Capital Projects Fund budget approved on October 25, 2018; November 15, 2018; and January 24, 2019 and four budget amendments to its FY2019 General Purpose School Fund on October 25, 2018; November 15, 2018; and January 24, 2019 which are labeled Exhibits A, B, C, and D respectively, and made a part of this resolution by reference;

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

Adopted this day of February 12, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus stated that the Bartlett City Board of Education recently adopted four budget amendments, which must also be approved by the Board of Mayor and Aldermen.

One resolution amended the Education Capital Project budget to allocate \$100,000 for communication equipment and \$75,000 for an architect. The second resolution added \$30,000 to the Bartlett Square budget. Bartlett Square is a renovated building where the school district offices are. The third resolution amended the General Purpose Fund Budget to appropriate an additional \$1 million for school debt service. The final resolution increases the capital fund budget by \$3.5 million for high school stadium improvements.

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

EXHIBIT "A"



RESOLUTION 6-2

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2018-2019 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget.

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

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

2018-19 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$17,440,228
General Purpose Fund Balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$17,440,228 to \$17,265,228	\$175,000
Amended General Purpose Fund Balance	\$17,265,228
2018-19 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$62,854,807
Revenues are amended in the following categories:	
177-44170-00000-000-0000-5048 Misc. Revenues – Bartlett Square Renovations is amended from \$4,625,000 to \$4,725,000	\$100,000

177-44990-0000-000-0000-5029 Other Local Revenue – BHS Stadium Improvements is amended from \$0 to \$75,000	\$75,000
Amended 2018-19 Education Capital Project Fund Budget Revenues	\$63,029,807
2018-19 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$62,854,807
Expenditures are amended in the following categories:	
177-91300-70800-000-0000-5048 Education Capital Projects – Communication Equipment is amended from \$0 to \$100,000	\$100,000
177-91300-30400-000-0000-5029 Education Capital Projects – Architect is amended from \$0 to \$75,000	\$75,000
Amended 2018-19 Education Capital Project Fund Budget Expenditures	\$63,029,807

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

Section 3. That this resolution shall become effective October 25, 2018 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of October, 2018.

Shirley Jackson, Chairman
Bartlett City Board of Education

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

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

EXHIBIT “B”



RESOLUTION 6-3

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2018-2019 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget.

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

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

2018-19 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$17,265,228
General Purpose Fund Balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$17,265,228 to \$17,235,228	\$30,000
Amended General Purpose Fund Balance	\$17,235,228
2018-19 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$63,029,807
Revenues are amended in the following categories:	
177-44170-00000-000-0000-5048 Misc. Revenues – Bartlett Square Renovations is amended from \$4,725,000 to \$4,755,000	\$30,000

Amended 2018-19 Education Capital Project Fund Budget Revenues	\$63,059,807
2018-19 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$63,029,807
Expenditures are amended in the following categories:	
177-91300-39900-000-0000-5048 Education Capital Projects – Communication Equipment is amended from \$4,300,000 to \$4,330,000	\$30,000
Amended 2018-19 Education Capital Project Fund Budget Expenditures	\$63,059,807

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

Section 3. That this resolution shall become effective November 15, 2018 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of November, 2018.

Shirley Jackson, Chairman
Bartlett City Board of Education

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

APPROVED AS TO FORM:

Kari Shoopman, General Counsel

EXHIBIT "C"



RESOLUTION 6-4

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

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

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

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

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

2018-19 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$31,719,609
General Purpose Fund Balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$31,719,609 to \$30,719,609	(\$1,000,000)
Amended General Purpose Fund Balance	\$30,719,609
2018-19 GENERAL PURPOSE FUND BUDGET REVENUES	\$79,847,876
Revenues are amended in the following categories:	
141-44170-00000-000-0000-0000 Misc. Revenues are amended from \$300,000 to \$1,300,000	\$1,000,000
Amended 2018-19 General Fund Budget Revenues	\$80,847,876

2018-19 GENERAL PURPOSE FUND BUDGET EXPENDITURES	\$79,847,876
Expenditures are amended in the following categories:	
141-99200-00000-000-0000-0000 Transfers Out to City of Bartlett is amended from \$0 to \$1,000,000	\$1,000,000
Amended 2018-19 General Fund Budget Expenditures	\$80,847,876

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

Section 3. That this resolution shall become effective January 24, 2019 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of January, 2019.

Shirley Jackson, Chairman
Bartlett City Board of Education

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

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

EXHIBIT "D"



RESOLUTION 6-5

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2018-2019 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget.

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

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

2018-19 GENERAL PURPOSE FUND BUDGET FUND BALANCE	\$30,719,609
General Purpose Fund Balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$30,719,609 to \$27,219,609	(\$3,500,000)
Amended General Purpose Fund Balance	\$27,219,609
2018-19 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$63,029,807
Revenues are amended in the following categories:	
177-44170-00000-000-0000-5058 Misc. Revenues – Bartlett High School Field Turf is amended from \$1,000,000 to \$2,500,000	\$1,500,000

177-44170-0000-000-0000-5029 Misc. Revenues – BHS Stadium Improvements is amended from \$75,000 to \$1,075,000	\$1,000,000
177-44170-0000-000-0000-5039 Misc. Revenues – BHS Audio/Visual is amended from \$0 to \$1,000,000	\$1,000,000
Amended 2018-19 Education Capital Project Fund Budget Revenues	\$66,529,807
2018-19 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$63,029,807
Expenditures are amended in the following categories:	
177-91300-39900-000-0000-5058 Education Capital Projects – Other Contracted Services is amended from \$1,000,000 to \$2,500,000	\$1,500,000
177-91300-70600-000-0000-5029 Education Capital Projects – Building Construction is amended from \$0 to \$1,000,000	\$1,000,000
177-91300-70800-000-0000-5039 Education Capital Projects – Communication Equipment is amended from \$0 to \$1,000,000	\$1,000,000
Amended 2018-19 Education Capital Project Fund Budget Expenditures	\$66,529,807

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

Section 3. That this resolution shall become effective January 24, 2019 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of January, 2019.

Shirley Jackson, Chairman
Bartlett City Board of Education

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

APPROVED AS TO FORM:
Kari Shoopman, General Counsel