



CITY OF GERMANTOWN TENNESSEE

1930 South Germantown Road • Germantown, Tennessee 38138-2815
Phone (901) 757-7200 Fax (901) 757-7292 www.germantown-tn.gov

December 4, 2013

Board of Mayor and Aldermen
Municipal Center
Germantown, TN 38138

Dear Board Members:

The following is a brief summary of the agenda items to be discussed at the meeting of the Board of Mayor and Aldermen scheduled for Monday, December 9, beginning at 6:00 p.m.

1. **Call to Order**
The Mayor will call the meeting to order.
2. **Invocation**
Economic and Community Services Director Andy Pouncey will give the invocation.
3. **Pledge of Allegiance**
Alderman John Drinnon will lead the Pledge of Allegiance.
4. **Approval of Agenda**
The Board is asked to set the agenda for the meeting. Any additions or changes are to be made at this time.
5. **Approval of Minutes**
Approval is requested of the minutes of the regular meeting held November 25, 2013.
6. **Youth Excellence Award**
The Youth Excellence Award will be presented to Ms. Kayce Hyde, a senior at St. George's Independent School.
7. **Teacher of the Month Award**
Mr. Leroy Walker, a physical education teacher at Germantown Middle School, was chosen as the Teacher of the Month.
8. **Citizens to be Heard**
This item is to give citizens the opportunity to address the Board of Mayor and Aldermen on issues of concern.
9. **Resolution 13R14 – New Pension Plan**
The New Plan is for employees and re-employed individuals whose date of hire or reemployment is on or after July 1, 2013. The effective date of the New Plan will be July 1, 2013. Under this New

Plan, normal retirement for all employees will be attainment of age 62 and 10 years of service. Early retirement for all employees under the New Plan will be attainment of age 55 and 10 years of service. The New Plan Year runs from July 1 and ends June 30 of each year. It does require a mandatory employee contribution of 5% but it is a pre-tax contribution. The City will contribute 5% and the employee will also receive a (5%) interest credit per year on June 30 of each Plan Year, based on the value of the employee's Accumulation Account at the beginning of the Plan Year.

10. Stop-Loss

Medical Stop Loss insurance protects the City's self-funded plan from extreme medical expense. The City has used the services of a stop loss carrier for over twenty years. The stop loss carrier works as a safety net to protect the City's self insured medical plan. Because of the savings, it is recommended that the City cease coverage with the existing carrier, Sun Life, and set forth coverage with American Fidelity in the amount of \$667,622.24 for stop-loss insurance coverage for 2014.

11. Mobile Data Terminals – Police Department

These three in-car computer systems are replacement units of outdated computers which are to be installed into three new replacement vehicles at a cost of \$11,069.34.

12. Vehicle Purchase (2) – Police Department

The vehicles requested for purchase will be assigned to the Chief of Police and the Captain of the SWAT unit. The vehicles to be purchased will be 2014 Chevrolet Tahoe's SSV 4X4 and will be purchased off of the Tennessee State Wide Contract # 209-29680 utilizing Federal and State Drug Funds saving the taxpaying citizens any costs. The cost of these two vehicles is \$56,302.00.

13. Vehicle Purchase (3) – Police Department

The Germantown Police Department has vehicles assigned to various personnel in the Uniform Patrol Division. These vehicles typically are utilized from 4-6 years depending on use. The vehicles requested for purchase will be assigned to the Uniform Patrol Shift Lieutenants. The current vehicles utilized by the shift Lieutenants will be reassigned to the street officers. These will replace three vehicles that currently have over 100,000 miles on them. The cost of these three 2014 Chevrolet Tahoe SSV automobiles is \$87,378.00.

14. CONSENT

a. **Lobbying Service Contract**

The City has engaged the services of Farris Bobango Branan PLC (FBB) Attorneys at Law for lobbying services for the past seven years. Administration has been extremely pleased with the efforts of the firm in representing Germantown's interests as well as monitoring specific bills and legislative proposals. The lobbying services agreement, in an amount of \$20,000.00, will begin on January 1, 2014 and end June 30, 2014.

b. **Recognition of Donation – Youth Basketball**

Wolfchase Toyota donated \$2,000.00 to enhance the Youth Basketball program. In addition to the team jerseys that are provided by the Parks and Recreation Department, this money will be used to purchase t-shirts for each player to wear over their team jersey.

c. **Recognition of Donation – Parks & Recreation**

Mr. and Mrs. Brian deWitt have made a donation to the Parks and Recreation Department in the amount of \$1,000.00. The deWitt family asked to purchase a park bench in memory of their son.

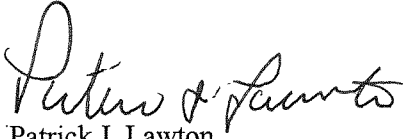
d. **Recognition of Donations – Germantown Community Library and Germantown Regional History and Genealogy Center.**

Donations have been made to the Germantown Community Library and Germantown Regional History and Genealogy Center totaling \$1,851.00.

Agenda Letter
December 4, 2013
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If you have questions regarding any of these agenda items, do not hesitate to contact me prior to the meeting on the 9th.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick J. Lawton".

Patrick J. Lawton
City Administrator



CITY OF GERMANTOWN

TENNESSEE

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Phone (901)757-7200 Fax (901)757-7292 www.germantown-tn.gov

Board of Mayor and Aldermen Meeting

Monday, December 9 – 6:00 p.m.
Council Chambers – Municipal Building

1. Call To Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Agenda
5. Approval of Minutes
6. Youth Excellence Award
7. Teacher of the Month
8. Citizens to be Heard
9. Resolution 13R14 – New Pension Plan
10. Stop-Loss
11. Mobile Data Terminals – Police Department
12. Vehicle Purchase (2) - Police Department
13. Vehicle Purchase (3) – Police Department
14. **CONSENT**
 - a. Lobbying Service Contract
 - b. Recognition of Donation - Youth Basketball
 - c. Recognition of Donation – Parks & Recreation
 - d. Recognition of Donation - Germantown Community Library and Germantown Regional History and Genealogy Center

The City of Germantown complies with the American with Disabilities Act. Should you need accommodations for this meeting, please call 757-7200 at least 48 hours in advance of the meeting.



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013
FROM: Patrick J. Lawton, City Administrator
SUBJECT: SET AGENDA

INTRODUCTION:

The Agenda must be set before the meeting. The Board must agree on the contents of the agenda and make changes to the agenda before the meeting begins.

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve the agenda (as amended).

BOARD ACTION: MOTION BY: SECONDED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

BOARD OF MAYOR AND ALDERMEN

November 25, 2013

A regular meeting of the Board of Mayor and Aldermen was held on Monday, November 25, 2013 at 6:00 p.m. in the Council Chambers of the Municipal Center.

Mayor Sharon Goldsworthy was present and presiding.

The following Aldermen were present: Greg Marcom, Mike Palazzolo, Forrest Owens and Rocky Janda. Alderman John Drinnon was absent. Staff present: Patrick Lawton, Debra Wiles, George Brogdon, Tim Gwaltney, Bo Mills, Susan Hopson, Chief John Selberg, Chief Richard Hall, Pam Beasley, Reynold Douglas, Butch Eder, Ralph Gabb, Lisa Piefer and Dotty Johnson.

Call to Order

Mayor Goldsworthy called the meeting to order at 6:00 p.m.

Invocation

Public Services Director Bo Mills gave the invocation.

Pledge of Allegiance

Alderman Greg Marcom led the Pledge of Allegiance.

Approval of Agenda

During the executive session the Board had agreed to move the following agenda items to the Consent Agenda:

No. 14 – Desktop Computer Upgrades

No. 15 – Asphalt Rejuvenation

They agreed to move No. 13 – Resolution 13R16 to after No. 8.

Motion by Mr. Marcom, seconded by Mr. Owens, to approve the agenda as amended.

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

Approval of Minutes

There were no corrections or additions to the minutes.

Motion by Mr. Palazzolo, seconded by Mr. Marcom, to approve the minutes of the Board of Mayor and Aldermen meeting November 11, 2013.

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

Beautification Commission Business Award

Alderman Forrest Owens stepped down from the dais to present Mr. Bassar from Hampton Designs with the Business Beautification Award. The owners of Hampton Designs are Kathy and Rosemary Burns.

Recognition of Senior Citizen Advisory Commission

Community Services Division Director George Brogdon presented the Senior Citizen Advisory Commission and asked them to come forward to be recognized. He stated the Commission had presented the Senior Expo the first Thursday in November for eighteen years. This year, the Commission assumed the responsibility of all registration for the event which draws over 100 vendors annually. Throughout the entire process, not one booth overbooking or glitch occurred. This year's Senior Expo was arguably the best because the Commission stepped up and met the challenge. He also recognized Recreation Superintendent Natalie Ruffin.

Citizens to be Heard

Ms. Lacy Dougher, 3625 Classic Drive, came forward and stated she owned the Winery that had been in business for over 35 years. She was concerned with the Ordinance that was on the agenda. She asked not to change the rules for one person. She stated she had played by the rules for 35 years and other liquor stores had played by the rules and put their businesses in C-2 zones because that was what the City had asked them to do and now the rules are being changed because someone wants to put it in an SC-1. Why are they so special?

Mr. Alex Jekels, 9330 Poplar Pike, stated he had two liquor stores. He stated when Smart Growth started it was about what they wanted the future of Germantown to look like. A lot of meetings had been held between the people most affected. Now with this amendment, the Smart Growth program would be destroyed. He stated that "In order for the owner of a strip to rent its space you just change the zoning." He felt this was a bad move both morally and financially.

Resolution 13R15 – Kimbrough Office Park P.U.D. – Outline Plan

Alderman Marcom recused himself and left the dais.

Economic and Community Development Director Andy Pouncey stated this resolution is to approve an Outline Plan for the proposed Kimbrough Office Park PUD (2.7 acres). The resolution proposes two variances from the standard development regulations. The concept was developed to address the neighbors' comments and to create a more urban layout in keeping with the layout of Kimbrough Grove P.U.D., a residential neighborhood on the west side of Kimbrough Road.

RESOLUTION 13R15

A resolution to approve the Kimbrough Office Park PUD Outline Plan

WHEREAS, the primary thrust of development in the city has taken place under requirements of uniform regulations within each zoning district that they may on occasion prevent or discourage innovative site design and development that will respond to new market demands; and

WHEREAS, the use of improved techniques for land development is often difficult under traditional zoning regulations. Proper development requires a flexible approach to be available both to the city and to the landowner; and

WHEREAS, the Board of Mayor and Aldermen approved the rezoning of the property from "R-T" Multi-Family to the "O" Office District on June 4, 2013. The Planning Commission on November 5, 2013 reviewed the request for the proposed PUD and approved the following variances from the standard development regulations, to address the neighbor's comments and to create a more urban layout in keeping with the layout of Kimbrough Grove P.D., a residential neighborhood on the west side of Kimbrough Road. The Planning Commission recommends approval of these two (2) variances:

1. The Phase I building is located 30 feet from Kimbrough Road and 40 feet from Wolf River Boulevard, and the standard setback from both streets is 60 feet.
2. The Phase 2 building is located 10 feet from Kimbrough Road, and the standard setback is 40 feet.

NOW, THEREFORE BE IT RESOLVED by the City of Germantown that the Kimbrough Office Park Planned Unit Development be approved.

Motion by Mr. Owens, seconded by Mr. Janda, to approve Resolution 13R15 to approve an Outline Plan for the proposed Kimbrough Office Park PUD, located at the southeast corner of Wolf River Blvd. and Kimbrough Road that proposes two variances from the standard development regulations.

ROLL CALL: Marcom-recused, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

Ordinance 2013-14 – Amendment to Great Hall Ordinance – Third and Final Reading

Community Services Division Director George Brogdon explained that this was the third and final reading on this ordinance. The ordinance will amend the Great Hall Ordinance to expand the membership from five to seven members and to add “hospitality” to the areas of expertise and change the name to the Great Hall & Conference Center.

Motion by Mr. Janda, seconded by Mr. Owens, to approve Ordinance No. 2013-14 on third and final reading

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

Ordinance 2013-15 – Amendment to Section 3-116 (Alcoholic Beverages – Location of Establishments) regarding zoning districts – First Reading and Set Public Hearing

Mr. Pouncey stated that while this is not part of the Zoning Regulations, it does relate to required zoning of places that sell alcoholic beverages and to the provisions of the Smart Code. Currently, section 3-116 limits places that sell alcoholic beverages to the C-2 district. When the Smart Code and associated districts were adopted in 2007, section 23-804 permitted liquor selling establishments to be located in T-5 districts, subject to the approval of a warrant. This is a clean-up that will include the SC-1 district as a permitted district, and the T-5 district as a permitted district, subject to the approval of a warrant.

Alderman Janda questioned the number of liquor stores that now exist and where they are located.

Alderman Palazzolo asked about the existing areas that are currently C-2. He also questioned the zones and exactly what the Planning Commission looked at before they approved this amendment.

Mr. Pouncey stated the Planning Commission approved the T-5 districts.

Motion by Mr. Owens, seconded by Mr. Janda, to approve on first reading Ordinance 2013-15 which will amend Section 3-116(Alcoholic Beverages – Location of Establishments), and set January 13, 2014 as the date of public hearing.

Alderman Palazzolo stated he would be voting affirmative just to move this to the second and third reading and he would like to hear from others regarding this issue.

Alderman Owens stated he had served several years in various capacities as a planner for Germantown and he never understood the prohibition on alcohol sales in the SC-1 Shopping Center District. Currently, the SC-1 district allows a regular use and more uses than allowed in the C-2 general district. Typically shopping centers are located further away from a school, religious institution, and residence. With our ordinance it will keep liquor stores away from schools, religious institutions and he did not see any reason not to amend the ordinance to allow for this type of alcoholic beverage sales so he would be voting affirmative.

Alderman Marcom requested staff put together for the next meeting a side by side of C-2 versus SC-1 and maybe highlight the differences.

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

Ordinance 2013-16 – Amendment to Chapter 23 – (Zoning Regulations) regarding accessory buildings structures; First Reading and Set Public Hearing

Mr. Pouncey stated the amendment is to keep residents living on double frontage lots from having to go before BZA for a variance so that they can place a storage building, play-fort or similar accessory structure in what they view as their “back yard”, but are considered a front yard by the Zoning Regulations.

In response to a question from Alderman Marcom, Mr. Pouncey stated this would not affect private covenants that subdivisions may have.

Motion by Mr. Owens, seconded by Mr. Marcom, to approve on first reading Ordinance 2013-16 which will amend Sections 23-187 (R-E District), 23-121 (RE-1 District), 23-236 (R District 23-261 (R-1 District), 23-286 (R-2 District) and 23-311 (R-3 District) of the Zoning regulations, and set January 13, 2014 as the date of the public hearing.

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

Ordinance 2013-17 – Amendment to Chapter 17: (Subdivision Regulations) regarding Minor Subdivision Revisions, First Reading and Set Public Hearing

Mr. Pouncey stated this amendment adds the word “revision” to the description to make clear that intent relates to modifications to existing subdivision, and not to the creation of new lots.

Motion by Mr. Owens, seconded by Mr. Marcom, to approve on first reading Ordinance 2013-17, which will amend Section 17-1 (Policies) of the Subdivision regulations and set January 13, 2014 as the date of public hearing.

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

CONSENT

Recognition of Donations to Education Commission

A total of \$4,100.00 was donated to the Germantown Education Commission to provide awards for Teacher of the Month, Teacher of the Year, and the Battle of the Brains competition. Funds from Wolfchase Toyota - \$3,000.00, Rocky Janda - \$1,000, and English Meadows Garden Club - \$100.00.

MOTION: To recognize donations to the Germantown Education Commission, totaling \$4,100.00, and approve Budget Adjustment No. 14-31.

Municipal Park Playground Resurface

This contract with Miracle Recreation in the amount of \$47,750.00 is for construction of poured-in-place safety surface under the playground at Municipal Park. The existing wood chips require constant replenishment and raking due to decay and displacement.

MOTION: To authorize the Mayor to enter into a contract with Miracle Recreation in the amount of \$47,750.00 for the construction of poured-in-place safety surface under the playground at Municipal Park.

Bulk Asphalt Purchase

Hot asphalt mix is used primarily for street maintenance repair, temporary pothole repairs, utility cuts, parks and grounds trail repairs and stormwater maintenance projects. The contracts are with Standard Construction Company, Inc. for \$86,250.00 and Lehman Roberts for \$55,300.00. Having two suppliers during the year will allow access for the hot asphalt in case one of the plants is shut down for holidays or for seasonal maintenance.

Board of Mayor and Aldermen

November 25, 2013

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MOTION: To approve the purchase of 1,500 tons of 411D hot asphalt mix from Standard Construction Company, Inc. in the amount of \$86,250.00 and 1,000 tons of 411D hot asphalt mix from Lehman Roberts in the amount of \$55,300.00 for a total of \$141,550.00.

Recognition of Donations GPAC Season Sponsors

The Germantown Performing Arts Center wants to recognize and thank contributors who have made contributions totaling \$165,600.00 in cash donations and \$103,000.00 in-kind donations.

MOTION: To acknowledge contributions made in support of the GPAC Gala totaling \$165,600.00 in cash contributions and \$103,000.00 in-kind donations.

Cabling – Germantown Municipal School District (GMSD) Central Office

Cabling is required at the Carrefour Mall for the GMSD central office space. This project will support both phones and computers in office spaces. The contract is with Datacomm Services Corporation in the amount of \$13,677.87.

MOTION: To authorize the Mayor to enter into a contract with Datacomm Services Corporation in the amount of \$13,677.87 for cabling required at the Carrefour Mall for the GMSD central office space.

Network Equipment – Germantown Municipal School District (GMSD) Central Office

Network equipment is necessary for the essential academic program and operational requirements to operate the GMSD. This is a contract with Presidio Networked Solutions, Inc. in the amount of \$22,398.60 for network and telephone equipment, installation and engineering services for the central office space for GMSD.

MOTION: To authorize the Mayor to enter into a contract with Presidio Networked Solutions, Inc. in the amount of \$22,398.60 for network and telephone equipment, installation and engineering services required at the Carrefour Mall for the GMSD central office space.

Communitywide Survey

The communitywide survey was developed by the City to determine public opinion on programs and services. The employee survey results have led to dramatic improvements in areas of concern. The agreement is with NuStats, LLC in an amount not to exceed \$16,950.00.

MOTION: To authorize the Mayor to enter into an agreement with NuStats, LLC in the amount of \$16,950.00 to conduct the Germantown community and employee surveys.

Desktop Computer Upgrades

This project will replace approximately 25% of the oldest computers and move the City toward a 4-year cycle to keep operating systems and hardware current.

MOTION: To approve the purchase of desktop computers from CDW Government in the amount of \$78,000.00, approve Budget Adjustment 14-32, and declare the replaced computers as surplus.

Asphalt Rejuvenation Contract

This is an annual street maintenance program and funding request for the annual pavement rejuvenation program. The contract is with Pavement Technology, Inc. for an amount not to exceed \$50,000.00.

MOTION: To contract with Pavement Technology, Inc. for the annual pavement rejuvenation program in an amount not to exceed \$50,000.00.

Motion by Mr. Palazzolo, seconded by Mr. Janda, to accept the consent agenda as presented.

ROLL CALL: Marcom-yes, Palazzolo-yes, Owens -yes, Janda-yes. Motion approved.

ADJOURNMENT

There being no further business to be brought before the Board, the regular meeting was adjourned.

Sharon Goldsworthy, Mayor

Dotty Johnson, City Clerk/Recorder

DRAFT



Agenda No. 6

CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PSL*

SUBJECT: November 2013 Youth Excellence Award

The November 2013 Youth Excellence Award winner is Miss Kayce Hyde. She is the daughter of Stacey and Rob Hyde.

Kayce, who is a senior at St. George's Independent School, is described by her nominator as a young woman who approaches academics in the same way she approaches life – with an endlessly positive, inquisitive spirit. She is a strong student and a hard worker. Kayce is taking the most rigorous course load St. George's has to offer and will graduate having taken seven Advanced Placement classes and six honors classes.

Kayce is a well rounded student who pursues her interests with passion. She is active in Model United Nations, Youth in Government and Mock Trial. She volunteers at the Neighborhood School in Binghampton several times a week where she is helping to form and maintain Model UN and Youth in Government programs.

In recognition of her commitment to excellence, the Germantown Education Commission is proud to present Katherine Corinne Hyde with the Germantown Youth Excellence Award.

PREPARED BY: Stacey Ewell

Stacey Ewell, Assistant to the City Administrator



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PSL*

SUBJECT: November 2013 Teacher of the Month

The November 2013 Teacher of the Month is Mr. Leroy Walker, physical education teacher at Germantown Middle School. Mr. Walker landed at GMS after Hurricane Katrina displaced him from his home. He has been an asset to the school for the last eight years.

In addition to teaching PE, Mr Walker serves as a mentor, tutor and role model. He shares his words of wisdom over the school intercom each Friday and stresses character education on a daily basis. Students enjoy his energizing pre-class warm-ups set to music. Mr. Walker has even found a way to incorporate vocabulary building into his PE classes.

Outside of the classroom, Mr. Walker serves as a pastor and is an assistant coach for the high school football team. He serves on the school's emergency response, beautification and tutoring teams and assists with traffic and bus duty. His work helps ensure a safe environment at Germantown Middle School.

Mr. Walker, please accept our appreciation for your commitment to Germantown students. Your award is sponsored by Wolfchase Toyota.

PREPARED BY: Stacey Ewell
Stacey Ewell, Assistant to the City Administrator



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: RESOLUTION 13R14 TO ADOPT THE CITY OF GERMANTOWN, TENNESSEE DEFINED BENEFIT PLAN

INTRODUCTION: The purpose of this agenda item is to adopt Resolution 13R14, which shall include adopting the City of Germantown, Tennessee Defined Benefit Plan, appointing the RPAC to administer the Plan and appointing U.S. Bank as Trustee for the Plan.

BACKGROUND:

The City of Germantown has been the administrator of a defined benefit plan, known as the City of Germantown, Tennessee Employees Retirement Plan, for full time employees since 1966. The City has all fiduciary responsibility for the plan and continues to maintain the contributory retirement plan for all employees whose date of hire is on or prior to June 30, 2013. As part of the City's Financial Sustainability efforts, the City wishes to adopt a contributory retirement plan to be known as the City of Germantown, Tennessee Defined Benefit Plan (the "New Plan"). The City, in an earnest effort to be fiscally responsible, seeks to adopt this New Plan and share contributory responsibility with employees.

DISCUSSION:

The New Plan is for employees and re-employed individuals whose date of hire or reemployment is on or after July 1, 2013. The effective date of the New Plan will be July 1, 2013. Employees must reach age 21 and have attained six (6) months of service. Under this New Plan, normal retirement for all employees will be attainment of 62 and 10 years of service. Early retirement for all employees under the New Plan will be attainment of age 55 and 10 years of service. The vesting period will be ten years. This New Plan provides more payout options for participants, such as a monthly actuarial amount over the life of the participant, payments over the participant's life, but guaranteed for 10 years, lump sum payment, joint and 50% survivor and joint and 100% survivor. The death benefit under the New Plan shall be 100% of the Participant's vested Accumulation Amount. The New Plan Year runs from July 1 and ends June 30 of each year. It does require a mandatory employee contribution of 5% but it is a pre-tax contribution. The City will contribute 5% and the employee will also receive a (5%) interest credit per year on June 30 of each Plan Year, based on the value of the employee's Accumulation Account at the beginning of the Plan Year. These are some of the highlights of the New Plan which are further described in the actual Resolution document.

**RESOLUTION TO ADOPT THE CITY OF GERMANTOWN, TENNESSEE DEFINE
BENEFIT PLAN**

December 9, 2013

VISION 2020:

Supporting Financial Sustainability

ATTACHMENT(S):

Resolution 13R14

PREPARED BY: Susan Hopson
Susan Hopson, HR Director

REVIEWED BY: Lisa A. Piefer
Lisa A. Piefer, Procurement Director

REVIEWED BY: Ralph J. Gabb
Ralph J. Gabb, Finance Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To adopt Resolution 13R14 which includes adopting this New Plan, appointing the RPAC to administer the Plan and lastly, appointing U.S. Bank as Trustee for the Plan.

BOARD ACTION: MOTION BY: _____ SECONDED BY: _____

VOTE/TOTAL	MARGOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

RESOLUTION NO. 13R14
CITY OF GERMANTOWN, TENNESSEE

WHEREAS, the City of Germantown, Tennessee (the “City”) maintains a contributory retirement plan known as the “City of Germantown, Tennessee Employees Retirement Plan” effective July 12, 1966, as subsequently amended and restated from time to time (the “Pension Plan”); and

WHEREAS, the Pension Plan is administered by the Retirement Plan Administration Committee (“RPAC”); and

WHEREAS, U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota (the “Bank”) is acting Trustee of the Pension Plan; and

WHEREAS, by Resolution 13R02 duly adopted by the Board of Mayor and Aldermen, the City amended and restated the Pension Plan limiting eligibility and participation in the Plan to those employees whose date of hire is on or prior to June 30, 2013; and

WHEREAS, for employees and reemployed individuals whose date of hire or reemployment is on or after July 1, 2013, the City desires to adopt a contributory retirement plan to be known as the “City of Germantown, Tennessee Defined Benefit Plan” (the “New Plan”); and

WHEREAS, eligibility and participation in the New Plan shall be limited to those employees whose date of hire or reemployment is on or after July 1, 2013; and

WHEREAS, the Board desires to designate the RPAC to administer the New Plan; and

WHEREAS, the Board desires to appoint the Bank as Trustee for the New Plan;

NOW, THEREFORE,

1. The Board of Mayor and Aldermen (“Board”) hereby adopt and approve the New Plan, substantially in the form and substance as presented to this Board, containing the following terms and conditions, with such other terms and provisions as set forth in the Plan:
 - a. The effective date of the New Plan shall be July 1, 2013.
 - b. Employees hired or reemployed on or after July 1, 2013 shall be entitled to participate in the New Plan after attainment of age twenty-one (21) and performance of six (6) months of service.
 - c. The term Employee shall not include:
 - i. The Mayor (or other elected official who fulfills the duties now performed by the Mayor);
 - ii. Any Alderman (or other elected official who fulfills the duties now performed by an Alderman);

RESOLUTION NO. 13R14, Continued
CITY OF GERMANTOWN, TENNESSEE

- iii. The City Attorney and any Assistant City Attorney;
 - iv. City Judges;
 - v. City Prosecutors;
 - vi. Any member of any collective bargaining unit, unless the collective bargaining agreement specifically provides for participation in such Plan by such members;
 - vii. All employees classified as other than permanent, full time employees;
 - viii. Any employee who is employed pursuant to a written contract which provides that the employee shall not be a participant in the plan;
 - ix. Any independent contractor, any leased employee, and any individual who is not considered by the Employer to be its employee, notwithstanding any contrary determination by any other person, court, agency or other instrumentality of any description.
- d. The normal retirement date under the New Plan for all Employees shall be attainment of age 62 and 10 years of service.
 - e. The normal retirement benefit under the New Plan shall be a monthly income which can be provided actuarially from each Participant's Accumulation Account.
 - f. The early retirement date under the New Plan for all Employees shall be attainment of age 55 and 10 years of service.
 - g. The early retirement benefit under the New Plan shall be a monthly income which can be provided actuarially from each Participant's Accumulation Account.
 - h. The death benefit under the New Plan shall be 100% of the Participant's vested Accumulation Account.
 - i. The Participant's interest in his or her Accumulation Account will vest upon completion of ten (10) years of service with the City.
 - j. The New Plan will provide for the following employee retirement income options—
 - i. Payments over the participant's life (monthly income);

RESOLUTION NO. 13R14, Continued
CITY OF GERMANTOWN, TENNESSEE

- ii. Payments over the participants life but guaranteed for 10 years (monthly income guaranteed for 10 years);
 - iii. Lump sum payment;
 - iv. Joint & 50% survivor payments (monthly income to participant for life, then 50% of such payment to the participant's designated beneficiary);
 - v. Joint & 100% survivor payments (monthly income to participant for life, then 100% of such payment to the participant's designated beneficiary).
- k. The Plan Year shall commence July 1 and end June 30 of each year.
- l. Participants will have a mandatory participation contribution to the New Plan of five percent (5%) of the Participant's compensation each year, deducted by the City from the Participant's compensation with the City and "picked up" by the City as employer contributions and thus pre-tax to the Participant under Internal Revenue Code §414(h)(2).
- m. The City will contribute five percent (5%) of the Participant's compensation each Plan Year, provided the Participant is employed as of June 30 of the Plan Year.
- n. The Participant will also receive an "interest credit" of five (5%) per year on June 30 of each Plan Year, based on the value of the Participant's Accumulation Account at the beginning of the Plan Year.
- o. The Participant's Accumulation Account shall consist of the Participant's mandatory contribution, the City's contribution, and the "interest credit."
- p. Under the New Plan, determination of actuarial equivalence will be based upon six percent (6%) interest and the Applicable Mortality Table as published by the IRS for December preceding the Annuity Starting Date for each participant.
- q. Compensation, for purposes of the New Plan, shall have the same definition as provided for compensation under the Pension Plan.
- r. Vesting service shall be determined under the New Plan based upon completed years and months of service with the City, beginning as of the

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Participant's date of hire and continuing until the Participant's date of termination.

- s. The City reserves the right to terminate or amend the New Plan at any time and from time to time.
2. The Board further appoints and approves the RPAC to administer the New Plan.
3. The Board further appoints and approves U.S. Bank as Trustee of the New Plan, pursuant to a Trust Agreement in substantially the form and substance as the Trust Agreement presented to the Board.

IN WITNESS WHEREOF, the City has caused this Resolution to be executed this ___ day of _____, 2013.

CITY OF GERMANTOWN

By: _____

Its: _____



Institutional Trust & Custody Account Pre-Acceptance Application

Customer Identification Program Notice

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, tax identification number, and other information that will allow us to identify you. We may also ask for identifying documents.

1. Company/Customer Account name and address.

Name: The City of Germantown TN Defined Benefit Trust
Address: 1930 So. Germantown Rd
Germantown, TN 38138

Web-Site: www.germantown-tn.gov

Customer Type:

Select Other: _____

Customer Sub-Type:

Select Other: _____

2. Authorized Signers/Principal Contacts

Or Attached (Corporate Resolution and Authorized Signers List with specified signatures required) or for purpose of pre-acceptance
**Only include names of individuals authorized to sign agreements, or direct money movement.

Name	Title
Ralph J. Gabb	Finance Director
Linda Rathje	Accounting Manager
Patrick J. Lawton	City Administrator
Sharon Goldsworthy	Mayor



Are any of the above persons foreign individuals or is the customer a foreign entity.
 Yes No (If you answered "Yes", please complete the PEP questions below)

PEP (Politically Exposed Person) Questions:

Are any of the above individuals:

- A current or former senior official in a foreign government? No Yes
- A current or former senior official of a major foreign political party? No Yes
- A current or former senior executive of a foreign government owned commercial enterprise? No Yes
- An immediate family member of any of the above-mentioned persons? No Yes
- A person who is widely and publicly known to be a close associate of the above persons? No Yes

Is the customer a business entity formed by or on behalf of a PEP? No Yes

3a) Purpose (customer's reason) for opening the account and customer type (KYC):

Customer's Profession, Occupation, or what the Business or Entity opening the account does:

Describe: _____

Purpose of the Customer's account:

Customer is an employer or self-employed; account purpose is to hold ERISA or IRS tax qualified retirement or welfare benefit plan assets.

Customer is an insurance company; account purpose is to hold the insurance company's pledged or statutory assets under state regulations.

Other: Reason the customer needs a bank trustee, custodian and/or investment manager for their assets. Describe: _____

3b) Source of customer's wealth (KYC)

(Check all that apply)

- Charitable donations/gifts
- Corporate assets or investments
- Earnings from profession or business
- Executive Retirement proceeds
- Government or Municipal tax revenue, related sources of deposits or investments
- Group savings and/or investments (incl. employee welfare benefit & retirement plans)
- Inherited wealth
- Insurance or Reinsurance Proceeds/Premiums
- Personal savings
- Sale of business
- Statutory Insurance Deposits
- Other – Describe: _____



4. Proof of Domestic corporations/entities (Please provide at least one of the following):

4a) Entity - Domestic standard

- Audited financial statements (10K/10Q)
- Certificate of registration from a U.S. State
- Executed & certified articles of incorporation
- Executed & certified formation documents-PICs
- Executed & court filed trust documents
- Executed & court filed trust documents for personal/family trusts
- Executed articles of organization or association
- Executed declaration of trust or trust instrument (not IT&C trust agreement)
- Executed partnership or limited partnership agreement
- IRS Determination or Opinion Letter (most recent required by IRS amendment period)
- Government issued, non-expired business license

License #: _____

Expiration Date: _____

State: _____

- IRS Form 5500 submission (ERISA plans)
- SEC EDGAR relevant page(s) confirming identity of a corporation
- Web print screen evidencing non-profit status – melissadata or guidestar

4b) Entity - Foreign standard

- Foreign government issued corporate documentation certifying existence of business or entity
- Foreign government issued certificate of good standing
- Foreign entity's certified & filed with foreign gov't organizational documents
- SEC EDGAR relevant page(s) confirming identity of a corporation

Individual – Domestic standard

- Birth Certificate
- Government issued, non-expired license or ID (do not retain copy in file)

Individual customer -ID #: _____

Type of ID: _____

State: _____

Expiration Date: _____

Individual – Foreign standard

- Foreign issued passport
- Foreign issued visa
- Foreign issued photo identification



Individual customer -ID #: _____

Type of ID: _____

Issuer of ID: _____

Expiration Date: _____

4c) Private Investment Company

- Private Investment Company PIC Additional documentation
(See Exhibit A attachment for requirements)
- N/A

5. Company/Entity Tax ID

Tax ID#: 62-6014996

- W-9 Provided
- W-8 Provided
- Applied but not yet received

6. Anticipated account holdings (Include copy of statement if available):

Anticipated Market Value: _____

- | | |
|--|--|
| <input checked="" type="checkbox"/> Domestic | <input type="checkbox"/> Global Securities |
| <input checked="" type="checkbox"/> ACM | <input type="checkbox"/> Foreign Bonds |
| <input checked="" type="checkbox"/> Cash | <input type="checkbox"/> Foreign Stocks |
| <input checked="" type="checkbox"/> Commercial Paper | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Repos/Reverse Repos | |
| <input checked="" type="checkbox"/> US Muni or Corporate Bonds | |
| <input checked="" type="checkbox"/> Domestic Stocks | |
| <input checked="" type="checkbox"/> Mutual Funds | |
| <input type="checkbox"/> Options/Warrants | |
| <input type="checkbox"/> Private Placements | |
| <input type="checkbox"/> If Non-marketable Explain: _____ | |
| <input type="checkbox"/> Certificate of Deposits | |
| <input type="checkbox"/> Annuity contracts | |
| <input type="checkbox"/> Insurance Policies | |
| <input checked="" type="checkbox"/> Ltd Partnerships | |

7. From where will initial funding for existing assets (currently held elsewhere) originate? New Start up plan



8. Anticipated monthly activity:

Activity	Volume/Range	Frequency	\$ Amount/Range
Receipt/Wires		None	
Receipts/Checks/ACH		None	
Disbursements/Wires		None	
Disbursements/Checks/ACH		None	
Account to Account Transfers		None	

Special Handling Requirements: _____

Client Printed Name _____

Authorized Signature

Date

Spell Check



**EXHIBIT A
PRIVATE INVESTMENT COMPANY (PIC) ADDITIONAL
DOCUMENTATION**

- Copy of the PICs signed and certified formation documents
 - Copy of certificate of registration or other government issued license
 - List of the PICs Key contacts, principals, officers, partners, members, Beneficial owners (If Trust, names of individual grantors, trustees and Beneficiaries of the Trust.)
 - See Names provided in section 2 and 3 in pre-acceptance application
 - See attached list/chart
-

Name	Title

- Copy of AML Policies and Procedures
 - Copy of identifications for all signors to include ID type, ID number, City/State of Issuance, expiration date, date of birth
 - Evidence of registration of the investment manager and fund by its governing State or country
 - Name and Address of Independent Auditor
 - Certified Audited financial statements
 - Copy of subscription agreement
 - Copy of agreement between fund and fund administrator/record keeper and Advisor
 - Foreign Wires; If so what countries _____
 - Anticipated Account Activity or See Section 9 in pre-acceptance application
-

**TRUST AGREEMENT
AND
CUSTODY AGREEMENT**

This **AGREEMENT**, entered into and effective as of this 1ST day of January, 2014 by and between THE CITY OF GERMANTOWN, TENNESSEE (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota (the "Bank"); and

WHEREAS, the Customer is the sponsor of the Plan (as defined below) and wishes to appoint the Bank as the trustee of certain assets of the Plan, and the Bank wishes to accept the appointment;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

**SECTION 1
DEFINITIONS**

- 1.1. "**Account**" means (i) the trust maintained hereunder for the Assets (as defined below), which trust is known as THE CITY OF GERMANTOWN, TENNESSEE DEFINED BENEFIT PENSION TRUST, and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2. "**Advisers Act**" means the Investment Advisers Act of 1940, as amended.
- 1.3. "**Assets**" means the securities, cash, and other property the Customer deposits, or causes to be deposited, from time to time hereunder, including contributions made under the Plan and amounts the Customer causes to be transferred to the Account from another funding medium maintained for the Plan; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4. "**Beneficiaries**" means beneficiaries of Participants (as defined below).
- 1.5. "**Code**" means the Internal Revenue Code of 1986, as amended.
- 1.6. "**Funding Policy**" means a periodic written analysis of the Plan's cash-flow history, short-term financial needs, long-term financial needs, sources of money for plan-administration expenses, expected levels and timing of contributions, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make benefit distributions), sponsor's ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.7. "**Guidelines**" means the written investment objectives, policies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time.
- 1.8. "**Harm**" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.9. "**Indemnified Person**" means the Bank and its affiliates and their directors, officers, employees, successors, and assigns.
- 1.10. "**Investment Manager**" means any person or firm *other than the Bank* which (i) has the power

to manage, acquire, or dispose of any asset of a plan; (ii) is registered as an investment adviser under the Advisers Act or is a bank as defined in the Advisers Act or is an insurance company qualified to manage, acquire, or dispose of any asset of a plan under the laws of more than one state; (iii) has acknowledged in writing that it is a fiduciary with respect to the Plan; and (iv) has been appointed to manage Assets as provided hereunder.

- 1.11. **“Investment Powers”** means the powers set forth in Section 4.1 hereof.
- 1.12. **“Participants”** means Plan participants.
- 1.13. **“Plan”** means the plan listed in **Exhibit A (Covered Plan)** hereto.
- 1.14. **“Plan Administrator”** means the plan administrator listed in **Exhibit A (Covered Plan)** hereto.
- 1.15. **“Plan Type”** means the plan type listed in **Exhibit A (Covered Plan)** hereto.
- 1.16. **“State”** means the State of Tennessee.
- 1.17. **“Statement Recipient”** means the Plan Administrator, each Investment Manager, and anyone else the Plan Administrator so designates.
- 1.18. **“Sub-account”** means a separate portion of the Account.
- 1.19. **“Trustee Type”** means directed trustee.

SECTION 2 ABOUT THE PLAN

2.1. **Generally.** The Customer hereby represents and warrants that the Plan is a Plan Type, the Customer is the sponsor of the Plan, and the Plan Administrator is the administrator (and not the third-party administrator) of the Plan.

2.2. **Tax Status.** The Customer hereby represents and warrants as follows:

2.2.1. **Tax-exempt.** The Account is tax-exempt under Code Section 501(a). The Bank may assume such tax-exempt status until the Customer notifies the Bank to the contrary.

2.2.2. **401(a): Qualified.** The Plan is a qualified plan under Code Section 401(a). The Bank may assume such qualified status until the Customer notifies the Bank to the contrary.

2.2.3. **Directions.**

2.2.3.1. Any direction provided hereunder by the Customer or by the Plan Administrator is not contrary to the Code.

2.2.3.2. Without limiting the generality of the foregoing, the Plan is subject to Code Section 503(b) (Prohibited Transactions), and the Customer and the Plan Administrator maintain and follow procedures for identifying prohibited transactions under the Code and, if prohibited, for identifying the individual or class exemption applicable to the directed transaction. Upon the Bank’s request, the directing Customer or Plan Administrator, as the case may be, will (i) cite the exemption, (ii) represent and warrant that the transaction satisfies the requirements of, and is entitled to full exemptive relief under, that exemption, and (iii) provide an opinion of its legal counsel to that effect.

2.3. **Fiduciary Status.**

2.3.1. The Customer hereby represents and warrants as follows:

2.3.1.1. **Employee Retirement Income Security Act of 1974, as amended (“ERISA”).** The Plan is (i) a “governmental plan” within the meaning of ERISA Section 3(32) and (ii) pursuant to ERISA Section 4(b)(1), not subject to ERISA.

2.3.1.2. **State Statute.** The Plan is subject to the laws of the State of Tennessee applicable to qualified employee retirement plans of a municipal authority in the State of Tennessee.

**SECTION 3
APPOINTMENT AND ACCEPTANCE**

3.1. **Appointment; Acceptance.** The Customer hereby represents and warrants that applicable law provides that the Customer may appoint a trustee of any assets of the Plan. Pursuant to that power of appointment, the Customer hereby appoints the Bank as trustee of the Assets, and the Bank hereby accepts such appointment, subject to the terms of this Agreement.

3.2. **Establishment of Account.**

3.2.1. **Assets Held in Account.** The Customer hereby deposits Assets, or causes Assets to be deposited, with the Bank. The Customer hereby represents and warrants that all Assets are Plan assets. ***The Bank holds Assets in trust.*** As directed by the Plan Administrator, the Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts.

3.2.2. **Separate and Apart; Exclusive Benefit.** The principal and income of the Account will be held separate and apart from the assets of the Customer, and except as permitted by law, will never inure to the benefit of the Customer and will be held for the exclusive purposes of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan. It will be impossible, whether by amending this Agreement or otherwise, at any time before the satisfaction of all liabilities to Participants and Beneficiaries for any part of the principal or income of the Account to be used for, or diverted to, other purposes. The Bank will keep the Assets (other than deposits, such as cash or own-bank CDs) separate and apart from the assets of the Bank, pursuant to paragraph (b) (Separation of fiduciary assets) of 12 Code of Federal Regulations Section 9.13 and paragraph (c) (Segregation of fiduciary and general assets) of 12 United States Code Section 92a.

3.2.3. **Disposition of Certain Contributions.**

3.2.3.1. **Mistake of Fact.** If a Customer contribution to the Account was made by a mistake of fact, the Customer may direct the Bank to return the contribution to the Customer within one (1) year of such contribution. In such a case, the Customer will direct the return of no more than the excess of the amount contributed over the amount that would have been contributed had no mistake occurred, adjusted for the excess’s *pro rata* share of any net loss (but not any net gain) experienced by the Account while the excess was held in the Account.

3.2.3.2. **401(a): Not Qualified.** Customer contributions to the Account are conditioned upon the Plan’s initial qualification under Code Section 401(a). If the Plan receives an adverse determination with respect to its initial qualification (provided the underlying application was timely), the Customer may direct the Bank to return Customer contributions to the Customer within one (1) year of such determination.

3.3. **Direction.** The Bank is subject to the directions of the Customer, the Plan Administrator, and any Investment Manager as set forth herein.

3.4. **Allocation of Duty to Manage the Assets.**

3.4.1. **Plan Administrator.**

3.4.1.1. **Guidelines; Funding Policy.** The Customer hereby reserves to the Plan Administrator sole discretion to determine the Guidelines; to establish and carry out a Funding Policy consistent with the objectives of the Plan and the requirements of applicable law; and to deliver the Guidelines, the Funding Policy, and this Agreement to each person that has discretion to manage Plan assets. The Customer hereby represents and warrants that (i) the Guidelines, the Funding Policy, and the permissible investments set forth herein are the only investment restrictions imposed upon the Account by the Customer and (ii) following such restrictions will not cause a violation of any applicable law.

3.4.1.2. **Power to Manage, Appoint.** The Customer hereby reserves to the Plan Administrator discretion to manage the Assets (subject to the Guidelines, the Funding Policy, and the permissible investments set forth herein) and to appoint an investment manager or managers to manage (including the power to acquire and dispose of) the Assets.

3.4.2. **Investment Manager.** The Customer hereby represents and warrants that:

3.4.2.1. Any investment manager so appointed (i) is an Investment Manager and (ii) unless the Customer notifies the Bank to the contrary, has sole discretion to manage the Assets (subject to the Guidelines, the Funding Policy, and the permissible investments set forth herein).

3.4.2.2. The Plan Administrator will promptly give notice of any such appointment by providing the Bank with a fully-executed copy of the investment-management agreement with the Investment Manager.

3.4.3. **Plan Participants.** Plan assets are invested by the Plan Administrator through the Investment Manager. Participants do not have discretion to manage their respective Participant-level accounts under the Plan. The Customer hereby acknowledges that (i) the Bank holds Assets on an omnibus basis; (ii) the Bank neither maintains Participant-level records nor knows whether and how Assets are allocated among Participant-level accounts; (iii) the Bank's duties with respect to investing assets ultimately held in a Participant-level account are limited to implementing investment directions received on an omnibus basis from the Plan Administrator or authorized Investment Manager; and (iv) the Plan Administrator is responsible for establishing and maintaining records of Participant-level accounts and for disclosing any required investment-related or fee-related information to Participants.

3.4.4. **Bank.**

3.4.4.1. With respect to Assets that are subject to an Investment Manager's discretion to manage, the Bank has no discretion to manage, and the Bank exercises the Investment Powers only as directed by the Investment Manager.

3.4.4.2. With respect to Assets that are not subject to an Investment Manager's discretion to manage, the Bank has no discretion to manage, and the Bank exercises the Investment Powers only as directed by the Plan Administrator.

3.4.4.3. To the extent the Bank has no discretion and has received no such direction as to Assets upon their deposit hereunder, the Bank will use such Assets to purchase a position in the sweep vehicle identified in an **exhibit** hereto or, if none is identified, will hold such Assets un-invested.

**SECTION 4
POWERS OF THE BANK**

4.1. **Investment Powers.** Subject to Section 3.4 hereof, the Bank has the power to:

4.1.1. **Purchase, Hold, and Sell Assets.** Purchase with, and hold as, Assets without distinction between principal and income any securities or property, without limitation by any rule of law limiting the investment of trust assets in or to certain kinds of investments or prescribing the portion of a trust which may be invested in any kind of investment, including, but not limited to, any securities or property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by the Bank or by the Bank's affiliate, and to sell the same.

4.1.1.1. **Examples of Permissible Investments.** Without limiting the generality of the foregoing, the Bank may so invest and reinvest in any real or personal property; preferred or common stocks of any kind or class of any corporation, including but not limited to investment and small business investment companies of all types; voting trust certificates; interests in investment trusts; shares of registered investment companies (whether open-end or closed-end); interests in any limited or general partnership or other business enterprise, however organized and for whatever purpose; interests in common or collective trust funds maintained by a bank or similar institution; bonds, notes, obligations, securities, and debentures, secured or unsecured; mortgages, leases, or other interests in real or personal property; interests in mineral, gas, oil or timber properties or other wasting assets; call options; put options; commodity or financial futures contracts; foreign currency; deposits of a bank or similar financial institution (including but not limited to a deposit account or a certificate of deposit), provided such deposits bear a reasonable rate of interest; conditional sales contracts; and insurance contracts and policies.

4.1.1.2. **401(a): 81-100 Group Trusts.** The Bank may deposit and hold Assets in, pool Assets with other participating trusts in, and withdraw Assets from, a group trust which is exempt from taxation under Code Section 501(a) pursuant to the principles of Revenue Ruling 81-100, as amended, subject to the group-trust instrument. The group-trust instruments listed on an **exhibit** hereto are hereby incorporated herein by reference and prevail over contrary provisions of this Agreement, and the subject group trusts are hereby adopted as part of the Plan.

4.1.2. **Process Corporate Actions.**

4.1.2.1. Respond to voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits) affecting shareholders of an Asset, after providing notice of any such action to any person authorized hereunder to direct the exercise of the Investment Powers with respect to the Asset.

4.1.2.2. Notwithstanding anything herein to the contrary, the Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by the Bank regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such filing.

4.1.3. **Lend Securities.** Engage in securities-lending transactions with Assets, to the extent the Customer and the Bank have entered into a separate securities-lending agreement with respect to the Assets.

4.1.4. **Hire Service Providers.** Hire service providers (including, but not limited to, investment managers, investment advisers, and brokers) to assist the Bank in exercising the foregoing

powers, including any service provider that is affiliated with the Bank.

4.1.5. **Do Other Things.** Perform other acts necessary to the proper discharge of its duties hereunder.

4.2. **Administrative Powers.** The Bank has the power to:

4.2.1. **Safe-keep Assets.** Safe-keep Assets as set forth herein.

4.2.2. **Exchange Foreign Currency.** Exchange foreign currency into and out of United States dollars through customary channels, including the Bank's foreign-exchange department.

4.2.3. **Borrow Money.** As directed by the Plan Administrator, borrow funds on an interest-free basis to the extent expressly permitted under applicable law.

4.2.4. **Settle Purchases and Sales.** Settle purchases and sales as set forth herein.

4.2.5. **Register Assets.** Register any Asset in the name of the Account, the Bank (with or without trust designation), or the Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that the Bank's records at all times show that all such assets are part of the Account.

4.2.6. **Maintain Assets at a Depository.** Maintain Assets in any registered clearing agency (such as the Depository Trust Company) or in a Federal Reserve Bank (each, a "Depository"); to permit such deposited Assets to be registered in the name of the Account, the Bank (with or without trust designation), the Bank's nominee, a Depository, or a Depository's nominee; and, in connection with transactions involving foreign securities, to employ securities depositories, clearing agencies, clearance systems, sub-custodians, or agents located outside the United States.

4.2.7. **Collect Income.** Collect income as set forth herein.

4.2.8. **Provide Overdraft Protection.** Provide overdraft protection in settling securities transactions and other financial-market transactions hereunder.

4.2.9. **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties hereunder.

4.2.10. **Distribute Assets.** As directed by the Plan Administrator, distribute Assets, including benefit distributions to or for the benefit of Participants and Beneficiaries (or to a guardian, conservator, or other legal representative on behalf of a Participant or Beneficiary that the Plan Administrator has determined to be incompetent) and distributions in payment of Plan expenses.

4.2.11. **Retain Disputed Funds.** Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

4.2.12. **Hold Assets Un-invested.** Hold Assets un-invested pending investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same, in an interest-bearing or noninterest-bearing deposit account of the Bank.

4.2.13. **Litigate.** Bring or defend lawsuits involving the Account at the sole expense of the Account and to settle the same.

4.2.14. **Provide Statements.** Provide statements as set forth herein.

4.2.15. **Perform Tax Duties.** Perform tax duties, if and to the extent set forth herein.

4.2.16. **Provide Ancillary Services.** Provide ancillary services to the Account for no more than reasonable compensation.

4.2.17. **Hire Service Providers.** Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist the Bank in exercising the foregoing powers, including any service provider that is affiliated with the Bank.

4.2.18. **Do Other Things.** Perform other acts necessary to the proper discharge of its duties hereunder.

SECTION 5 SAFE-KEEP ASSETS

5.1. **Safe-keeping.** As directed by the Customer, the Bank will from time to time receive Assets. The Bank will safe-keep the Assets.

SECTION 6 SETTLE PURCHASES AND SALES

6.1. The Bank will settle purchases made with Assets and sales of Assets, according to the Bank's instruction-deadline schedule, provided that the Bank has all the information and the Account has all the assets necessary for the purchase or sale.

6.2. The Customer hereby represents and warrants that neither the Customer nor the Plan Administrator will (i) notify any third party that, despite the fact that the Account has insufficient assets for the transaction, the Bank will settle the purchase of an asset nor (ii) direct anyone else to provide such notice.

SECTION 7 COLLECT INCOME

7.1. The Bank will collect all income, principal, and other distributions due and payable on Assets.

7.2. If an Asset is in default, and the Bank receives notice of such default from the Asset's issuer or transfer agent, the Bank will so advise the Customer.

SECTION 8 PROVIDE STATEMENTS

8.1. **Accounting.** The Bank will maintain proper books of account and complete records of Assets and transactions in the Account, including increases or decreases in the value of the Account due to contributions to the Account, distributions from the Account, investment experience on Assets, and expenses and fees charged to the Account.

8.2. **Statements.**

8.2.1. **Account Statements.** The Bank will furnish each Statement Recipient with (i) a monthly Account statement within thirty (30) calendar days after the end of each calendar month and (ii) a final Account statement within thirty (30) calendar days after the Bank's resignation or removal hereunder. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent the Plan Administrator has established an account in the Bank's on-line statement-viewing system and granted access thereunder to Statement Recipients, the Bank will furnish such Account statements by way of such system.

8.2.2. **Proxy-voting Reports.** The Bank will furnish each Statement Recipient with reports of how the Bank voted proxies with respect to the Assets, in the form and frequency as the Customer and the Bank may agree from time to time.

8.3. **Confirmations; Notification by Agreement.** Except to the extent the Assets are subject to the Bank's discretion to manage, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by the Bank for the Account. Even so, the Customer has the right to demand that the Bank provide written notification of such transactions pursuant to 12 Code of Federal Regulations Sections 12.4(a) or (b) at no additional cost to the Customer.

8.4. **Valuation.** For purposes of reporting the value of an Asset on an Account statement:

8.4.1. **Pricing, If Available.** The Bank will report a value that is (i) provided to the Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to the Bank when preparing the statement.

8.4.2. **Price Direction; Pass-Through Pricing.** If unavailable, the Customer will, upon the Bank's request, direct the Bank as to the value; the Bank will then report such value. Absent such a direction, the Bank will report the most recent value that the Bank received from the Asset's broker, fund accountant, general partner, issuer, manager, transfer agent, or other service provider (commonly known as a pass-through price).

8.4.2.1. To the extent an Asset is a security issued by an employer of employees covered by the Plan or issued by an affiliate of such employer (an "Employer Security"), and the value of the Employer Security is not readily determinable on an established market, the Customer hereby represents and warrants as follows: The Customer obtains a written Employer Security valuation from an independent third-party appraiser whenever required by applicable law and, regardless of whether required by applicable law, at least annually. Each appraiser is independent of all parties other than the Plan and has the facilities and expertise to do the valuation. Each valuation states the appraiser's qualifications, the Employer Security's value (and the methods used to determine it), a description of the Employer Security, the factors considered in making the valuation, the purpose of the valuation, the significance of the valuation methods, the effective date of the valuation, the company's nature and history, the economic and industry outlook, the Employer Security's book value, the company's financial condition, the company's earning capacity, the company's dividend-paying capacity, the company's goodwill and intangible value, the actively-traded market-price of similar companies' stock, and the Employer Security's marketability. Before relying on the valuation, the Customer reads and understands the valuation, verifies the accuracy of the underlying information, makes sure the appraiser's assumptions and methods are reasonable, discusses the appraisal with the appraiser, determines that reliance on the appraiser's advice is reasonably justified, and determines that the Customer need not hire a second independent third-party appraiser to review the valuation or to prepare another valuation.

8.4.3. **Limitations.** The Customer hereby acknowledges that the reported value:

8.4.3.1. **Fair Market Value; Fair Value.** Might be neither fair market value nor fair value (under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurements and Disclosures*, or applicable law) as of Plan year end.

8.4.3.2. **Not Investment Advice.** Is not a recommendation as to the advisability of buying, holding, or selling the Asset and not a substitute for investigating the Asset's value in connection with a decision to buy, hold, or sell (or for obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision).

8.4.4. **Pricing Sources; Methodology.** Upon the Customer's request, the Bank will provide the Customer (or the certified public accountant engaged by the Plan Administrator to opine on the Plan's financial statements) with information about the Bank's pricing sources and methodologies.

8.5. **Statement Review.** The Plan Administrator will review the Account statements promptly upon delivery.

SECTION 9 LIMITATIONS ON DUTIES

9.1. **Limitations on Duties.** The duties of the Bank will be strictly limited to those set forth in this Agreement. Without limiting the generality of the foregoing, the Bank has no duty to:

9.1.1. Request or obtain a ruling or other guidance from the Internal Revenue Service or any other governmental authority as to (or otherwise determine, monitor, or question) the tax character or consequences of the form and operation of the Account, provided that the Plan Administrator may direct the Bank to sign a request for such guidance where the Plan trustee's signature is required by law (such as certain applications for recognition of exemption from income tax).

9.1.2. Act as the administrator of the Plan, including, but not limited to, construing the terms of the Plan, determining eligibility for Plan benefits (including, but not limited to, eligibility for participation, vesting, and distribution, as well as the timing, amount, and form thereof), resolving benefit claims or claim appeals, maintaining participant-level records, or prescribing forms (including, but not limited to, forms for electing participation, distribution, and withdrawal and for providing notices to Participants and Beneficiaries).

9.1.3. Act as trustee of any Plan assets other than the Assets.

9.1.4. Act as investment manager of, or take notice of the management of, any Plan assets other than Assets that are subject to the Bank's discretion to manage (if any).

9.1.5. Act as record-keeper or broker that makes the Plan's designated investment alternatives available to Participants or Beneficiaries (such as on a record-keeping platform or similar mechanism).

9.1.6. Question the Guidelines, the Funding Policy, or the permissible investments set forth herein.

9.1.7. Determine, monitor, or collect Plan contributions; rather, the Bank will be subject to the Plan Administrator's direction regarding such matters; or monitor compliance with any applicable funding requirements.

9.1.8. Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any

debt issue: The debt issue is not registered with the United States Securities and Exchange Commission. The debt issue has a “first received, first buy” basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that “the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes” or similar language.

9.1.9. Question whether any direction received hereunder is prudent; or to question whether any direction received from the Customer’s or Plan Administrator’s email address hereunder, or the underlying email account, is unreliable or has been compromised, such as by identity-theft.

9.1.10. Calculate, withhold, disclose, report, or remit to the appropriate taxing authorities, Participants, or Beneficiaries any federal, state, or local taxes that may be required to be calculated, withheld, disclosed, reported, or remitted with respect to the Plan (such as paying Plan benefits) or Account, except as may be expressly set forth herein.

9.1.11. Monitor service providers hired by the Customer or by the Plan Administrator.

9.1.12. Maintain or defend any legal proceeding in the absence of indemnification, to the Bank’s satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

9.1.13. Make a benefit distribution or otherwise follow a direction hereunder to the extent the Assets are insufficient to cover the same (including attendant expenses).

9.2. **Indemnification.** The Customer hereby represents that, under Tenn. Op. Atty. Gen. No. 93-01 (January 4, 1993) the Customer as a state and local governmental entity has no authority to indemnify or hold harmless an Indemnified Person hereunder or to cause an Indemnified Person to be indemnified or held harmless hereunder.

9.3. **Force Majeure.** The Bank is not responsible for any delay or failure in performing its obligations hereunder caused by circumstances beyond the Bank’s reasonable control.

9.4. **Damages.** The Bank is not liable hereunder for indirect, incidental, or consequential damages.

9.5. **Statements.** The Bank is not liable with respect to the propriety of the Bank’s actions or omissions reflected in a statement provided hereunder, except to the extent (i) a Statement Recipient objects to the Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 10 FEES AND EXPENSES

10.1. **Fees.** The Bank is entitled to receive compensation for providing services hereunder. A schedule of that compensation is attached as **Exhibit B (Fee Schedule for Plans)** hereto.

10.2. **Expenses.** Reasonable expenses, fees, costs, and other charges incurred by the Bank in providing services hereunder (including, but not limited to, amounts payable to service providers hired hereunder) are expenses of the Account, and the same will not be offset from the Bank’s compensation unless required by applicable law.

10.3. **Overdrafts.** To the extent of any overdraft in the Account, the Customer hereby grants the Bank a lien in and right of set-off against the Assets. The Bank may execute that lien and exercise that right at any time.

SECTION 11 TERMINATION

11.1. **Termination of Agreement.** This Agreement terminates upon Account termination or, if earlier, the effective date of the Bank's resignation or removal hereunder.

11.2. **Account Termination.** The Customer may terminate the Account at any time, by written action of the Customer. In connection with such a termination, the Plan Administrator will give the Bank a copy of the written action and direct the Bank as to the distribution of all Assets.

11.3. Resignation; Removal.

11.3.1. The Bank may resign hereunder by notice to the Customer. The Customer may remove the Bank hereunder by notice to the Bank. Within thirty (30) calendar days after delivery of the notice, the Customer will appoint a successor trustee and provide the Bank with the successor's signed, written acceptance of trusteeship. If the Customer fails to do so, the Bank will have the right to petition a court at Account expense for appointment of a successor trustee.

11.3.2. Upon accepting trusteeship or upon judicial declaration of trusteeship, the successor trustee will become vested with full title and right to possession of all Assets and Account records. The Bank will thereupon hold the same only as custodian (pursuant to the custodial provisions of this Agreement) and promptly account for and deliver all Assets and Account records to the successor trustee. The Bank may withhold from such delivery an amount of Assets equal to any outstanding fees, expenses, and overdrafts hereunder.

11.4. Reversion. Upon Plan termination:

The Plan Administrator may direct the Bank to return Assets to the Customer, provided (i) Assets were sufficient to satisfy all Plan benefits (vested and unvested); (ii) Assets were first distributed to satisfy all such benefits; and (iii) excess Assets attributable to employee contributions were first distributed to the Participants who made such contributions (or to their beneficiaries or alternate payees, as the case may be). The Customer hereby represents and warrants that the Plan Administrator will not give such a direction unless all applicable conditions under law for reversion have already been satisfied.

SECTION 12 MISCELLANEOUS

12.1. **Freedom to Deal with Third Parties.** The Bank is free to render services to others similar to those services rendered hereunder or of a different nature, except to the extent that such services conflict with the services to be rendered or the duties to be performed hereunder.

12.2. **Binding Obligations.** The Customer and the Bank each hereby represent and warrant that this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

12.3. Complete Agreement; Amendment; Prevalence.

12.3.1. **Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

12.3.2. **Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by the Customer and the Bank. Notwithstanding the foregoing, the terms of **Exhibit B (Fee Schedule for Plans)** hereto alone govern amendments thereto.

12.3.3. **Prevalence of This Agreement.** The Customer hereby represents and warrants that (i) it has delivered the Plan document as in effect on the date first written above to the Bank and will provide the Bank with any subsequent amendment thereof; and (ii) the Plan document, as amended from time to time, is not inconsistent with this Agreement (including, but not limited to, with regard to the identity of any fiduciary). In the event of such an inconsistency, this Agreement prevails with respect to the powers, rights, and duties of the Bank.

12.4. **Governing Law.** This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law.

12.5. **Successors and Assigns.** This Agreement binds, and inures to the benefit of, the Customer, the Bank, and their respective successors and assigns.

12.6. **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

12.7. **No Vested Benefits.** Neither the creation nor the operation of the Account causes the vesting of any Participant's or Beneficiary's right to Plan benefits.

12.8. **Solvency.** The Customer hereby represents and warrants that the Customer is neither insolvent nor subject to any pending bankruptcy proceeding. The Customer will promptly notify the Bank of any such insolvency or proceeding.

12.9. **Authorized Persons.**

12.9.1. The Customer will identify:

12.9.1.1. Each Customer employee who is authorized to act on the Customer's behalf hereunder, by giving the Bank (i) a certificate of incumbency signed by the Customer's recording secretary indicating which Customer offices have such authority and naming the employees holding those offices; and (ii) the specimen signature of such employees.

12.9.1.2. Each employee of a third-party agent who is authorized to act on the Customer's behalf hereunder, by giving the Bank an authorization letter setting forth the name of such agent and the names and specimen signatures of such employees.

12.9.1.3. The Customer will similarly identify each Customer employee and third-party agent employee who is authorized to act on the Plan Administrator's behalf.

12.9.2. The Bank may assume that any person so identified continues to be so authorized, until the Customer gives the Bank notice to the contrary.

12.9.3. The Customer hereby represents and warrants that any person so identified was duly appointed pursuant to a procedure specified in the Plan; that such person is appropriately monitored; and that the Customer will furnish such person with a copy of this Agreement, as amended from time to time, and with a copy of any communications given hereunder to the Customer (or to the Plan Administrator, as the case may be). The Customer hereby acknowledges that any such person's actions or omissions are binding hereunder upon the Customer (or upon the Plan Administrator, as the case may be).

12.10. **Delivery of Directions.**

12.10.1. Any direction, notice, or other communication provided for in this Agreement will be given in writing and, unless the recipient has timely delivered a superseding address hereunder, addressed as indicated below.

If to the Bank:

Authorized Officer: c/o _____,
Vice President and Relationship Manager

U.S. Mailing Address: _____

Phone Number: _____

Email Address: _____

If to the Customer:

Authorized Officer: c/o Ralph Gabb
U.S. Mailing Address: City of Germantown
1930 Germantown Road
Germantown, TN 38138-2815

Phone Number: (901) 757-7249
Email Address: rgabb@germantown-tn.gov

If to the Plan Administrator:

See Exhibit A (Covered Plan) hereto.

12.10.2. The Customer hereby acknowledges that any direction, notice, or other communication received from the Customer's or Plan Administrator's email address hereunder is deemed to be provided by the Customer or Plan Administrator, as the case may be, in a writing signed by the same. The Customer hereby represents and warrants that the Customer and the Plan Administrator maintain commercially reasonable security measures for preventing unauthorized access to their respective email accounts, and the Customer hereby assumes all risk to the Account of such unauthorized access.

12.11. **Plan Expenses.** The Plan Administrator may direct the Bank from time to time to charge an expense, or type of expense, against the Account. The Customer hereby represents and warrants that any expense, or type of expense, so directed to be charged is a permissible Plan expense (and is not a settlor expense).

12.12. **Co-fiduciary Responsibility.** Except as may be required by applicable law, no fiduciary with respect to the Plan (i) is responsible for the actions or omissions hereunder of any other fiduciary with respect to the Plan or (ii) has a duty to question whether any other fiduciary with respect to the Plan is fulfilling its own responsibilities hereunder.

12.13. **Spendthrift.** Except as expressly permitted by the terms of the Plan and applicable law, (i) no Participant or Beneficiary has the power to assign or alienate a beneficial interest in the Account; (ii) neither the Bank, the Customer, nor the Plan Administrator will recognize an assignment or alienation of a beneficial interest in the Account; and (iii) no beneficial interest in the Account is subject to

attachment, garnishment, execution following judgment, or other legal process.

12.14. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: Vice President and Relationship Manager

THE CUSTOMER

By: _____

Its: _____

TRUST AGREEMENT

Exhibit A

Covered Plan

Plan: THE CITY OF GERMANTOWN, TENNESSEE DEFINED BENEFIT PLAN

Plan Type

(Check only one): DC 401(a) DB 401(a)
 457(b) Employee welfare

Plan Type

(Check only one): Private-sector Governmental

Plan Administrator

(Check only one): The plan administrator is the Customer.
 The plan administrator is not the Customer; see below instead.

Plan Administrator: _____

Authorized Officer: c/o _____

U.S. Mailing Address: _____

Phone Number: _____

Email Address: _____

The following provisions apply if and only if the Plan Type includes 401(a): More than one plan may be listed in this **Exhibit A (Covered Plan)**. If more than one plan is listed, then:

1. The Customer hereby represents and warrants as follows:
 - 1.1. All such plans are of the Plan Type.
 - 1.2. The plan document governing each such plan provides that it is impossible at any time before the satisfaction of all liabilities to plan participants and beneficiaries for any part of the principal or income of the plan to be used for, or diverted to, purposes other than for providing benefits to the plan's participants and beneficiaries and defraying reasonable expenses of administering the plan.
 - 1.3. Each such plan has adopted the Account as part of the plan with the consent of the Customer.
 - 1.4. The sponsor of each such plan has appointed the Customer as its agent with sole power to exercise powers and fulfill duties hereunder otherwise allocable to the sponsor, including but not limited to directing the Bank, receiving disclosure with respect to the Account, authorizing fees paid with respect to the Account, and providing the release of a Indemnified Person as provided herein.

1.5. The Customer and all sponsors of any plan participating in the Account are members of a controlled group of corporations under Code Section 414(b), of a group of trades or businesses under common control under Code Section 414(c), or of an affiliated service group under Code Section 414(m) and are under common control for purposes of any Form 5500 Direct Filing Entity filing requirements. The Customer is the sponsor for any master trust investment account (an “MTIA”) that consists of Assets, and the Plan Administrator is responsible for filing any Form 5500 for an MTIA.

2. All such plans participate in the Account, and *the Account is a master trust*.
3. The term “Plan” includes all such plans (individually or collectively, as the context requires).
4. The Bank will maintain a separate account to reflect the interest of each such plan, including separate accounting for the plan’s contributions to the Account, disbursements made from the plan’s account, and the investment experience of the Account allocable to the plan’s account. No such plan may assign its interest in the Account. Nor may any part of the principal or income of the Account that equitably belongs to any such plan be used for, or diverted to, purposes other than for providing benefits to the plan’s participants and beneficiaries and defraying reasonable expenses of administering the plan.
5. The Plan Administrator may direct the Bank to adopt an alternative “unit” method of accounting for deposits, transfers, withdrawals, and distributions which issues, transfers, redeems, and adjusts (for changes in value) “units” which will have a uniform value in the Account.
6. The Bank will have the power to commingle the assets of all such plans and to manage such assets as a single Account.
7. Amendments to this Agreement automatically pass-through to the Plan.

THE CUSTOMER

By: _____

Its: _____

Dated: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: Vice President and Relationship Manager

Dated: _____

TRUST AGREEMENT

Exhibit B

Fee Schedule for Plans

TRUST AGREEMENT

Exhibit C

Shareholder Communications Act Election

Plan: THE CITY OF GERMANTOWN, TENNESSEE DEFINED BENEFIT PLAN

Under the Shareholder Communications Act of 1985, as amended, the Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shares the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with the Bank, the Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

With that in mind, the entity named below hereby (i) represents and warrants that it is the Voter and (ii) mindful that failing to check one and only line below will cause the Voter to be deemed to have consented to Disclosure, registers its

_____ consent to Disclosure.

_____ objection to Disclosure.

An authorized officer of the Voter hereby executes this form.

THE CITY OF GERMANTOWN, TENNESSEE DEFINED BENEFIT PLAN

By: _____

Its: _____

Dated: _____

TRUST AGREEMENT

Exhibit D

Tax Duties

Plan: THE CITY OF GERMANTOWN, TENNESSEE DEFINED BENEFIT PLAN

1. **Direction to Withhold Tax.** *The Plan Administrator hereby directs the Bank to withhold* the tax required to be withheld under Code Section 3405 from benefit distributions from the Account to any Participant or Beneficiary (each, a “Payee”), pursuant to Temporary Treasury Regulations Section 35.3405-1T, Q&A E-2. The Plan Administrator may revoke such direction by notice to the Bank, and the Bank may resign from such duty by notice to the Plan Administrator.

2. **Information Necessary to Compute Withholding.** The Plan Administrator will provide the Bank with all information necessary to compute correctly the withholding tax liability with respect to each Payee. To that end, the Plan Administrator will explicitly inform the Bank of the information that would be reportable on the Form 1099-R or that such information is not applicable to a particular Payee or to any payments under the Plan. Without limiting the generality of the foregoing, the Plan Administrator will provide the Bank with the following information with respect to each Payee:

2.1. Name, address, and Social Security Number of the Payee and, if applicable, the Payee’s spouse or other Beneficiary.

2.2. Existence and amount of any employee contributions.

2.3. Amount of any accumulated deductible employee contributions.

2.4. Payee’s cost basis in any employer securities and the current fair market value of the securities.

2.5. Existence and amount of any premiums paid for the current cost of life insurance that were previously includible in income.

2.6. Statement of the reason (for example, death, disability, or retirement) for the distribution.

2.7. Date on which distributions commence and the amount, frequency, and payment period of distributions.

2.8. Age of the Payee and, if applicable, of the Payee’s spouse or other Beneficiary.

2.9. Any other information required by Form 1099-R, including, but not limited to, the applicable distribution codes.

2.10. Citizenship status of the Payee and, if applicable, the Payee’s spouse or other Beneficiary (that is, U.S. citizen, resident alien, or non-resident alien).

2.11. Whether the distribution is periodic or non-periodic; whether the distribution is an eligible rollover distribution; which portion of the distribution is a direct rollover; and, for any direct rollover, the name of the recipient plan (or IRA) and such plan’s (or IRA’s) trustee or

custodian, as the case may be.

2.12. States of the United States in which the Payee is subject to income-tax withholding (but not any political subdivision, agency, or instrumentality of such states) (the “States”).

2.13. Other information as the Bank may reasonably require to carry out the direction to withhold.

3. **Updates to Information Necessary to Compute Withholding.** The Plan Administrator will timely notify the Bank of any changes to the information described above, including, but not limited to, the death of any individual whose death (i) affects the period over which periodic distributions are to be made or the amount of such distributions or (ii) requires a change in Payee.

4. **On-line Benefit-Payment System.** If the Plan Administrator has established an account in the Bank’s on-line benefit-payment system, then the Plan Administrator will enter the information described above into the system, print a pending-payment register therefrom for each payment-date, and, by the deadline set forth in the system, deliver such register outside the system (such as by email) to the Bank. The Plan Administrator hereby acknowledges that any failure to deliver by such deadline (i) is deemed to be a direction to the Bank to print the register for the applicable payment-date and treat such register as delivered and (ii) may result in termination of such account. If the system is unavailable or such account has been terminated or no such account was ever established, the Plan Administrator will make other arrangements for providing the information described above.

5. **Withholding, Reporting, Remitting.** To the extent the Plan Administrator has provided the information described above, the Bank will:

5.1. Withhold income tax from benefit distributions from the Account to each Payee.

5.2. Report such distributions on Form 1099-R (Distributions from Pensions, Annuities, Retirement or Profit Sharing Plans, IRAs, Insurance Contracts, etc.) and on comparable information returns that are required with respect to the States.

5.3. Remit such tax to the Internal Revenue Service and to the taxing authorities of the States and file Form 945 (Annual Return of Withheld Federal Income Tax: For Withholding Reported on Forms 1099 and W-2G) and comparable returns that are required with respect to the States.

6. **Notice of the Right to Elect Not to Have Withholding Apply.** In the case of periodic distributions, pursuant to Temporary Treasury Regulations Section 35.3405-1T, Q&A D-4 and D-20:

6.1. Within six months before the first distribution, the Plan Administrator (on behalf of the Bank) will give the Payee notice of the right to elect not to have withholding apply.

6.2. At least once each calendar year thereafter, the Bank will give the Payee notice of the right to elect not to have withholding apply and to revoke the election.

7. **In-plan Roth Rollover.** To the extent the Plan Administrator notifies the Bank that a Participant has made an in-plan Roth rollover directly from a non-Roth account in the Plan to a designated Roth account in the Plan, the Bank will report such rollover on Form 1099-R (Distributions from Pensions, Annuities, Retirement or Profit Sharing Plans, IRAs, Insurance Contracts, etc.) and on comparable information returns that are required with respect to the States.

THE PLAN ADMINISTRATOR

By: _____

Its: _____

Dated: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: Vice President and Relationship Manager

Dated: _____



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: STOP LOSS INSURANCE

INTRODUCTION: The purpose of this agenda item is to consider approval of a new service contract, for the City of Germantown's Stop Loss Insurance with American Fidelity in the amount of \$667,622.64 for a twelve month contract.

BACKGROUND:

Medical Stop Loss insurance protects the City's self-funded plan from extreme medical expense. The effective date of the new policy will be January 1, 2014. The City has used the services of a stop loss carrier for over twenty years. The stop loss carrier works as a safety net to protect the City's self insured medical plan. For example, if an individual medical claim exceeds \$115,000, this insurance will reimburse the City 100% of the paid eligible claims that exceed that specific deductible amount.

In years past, the City utilized a broker to complete the request for proposal process and then presented the results to the Board for approval. This year as a result of the City Attorney's review of current purchasing laws, Procurement Staff completed through the process by issuing a Request for Proposal ("RFP") for these services.

DISCUSSION:

Presently the City has an \$115,000 individual stop loss deductible with an annual premium of \$1,209,705.00. The City received seven (7) proposals from five (5) vendors. Out of all of the proposals submitted, only Health Cost Solutions, Inc., with American Fidelity and The Barnett Group with Sun Life (Alternate Proposal) met all of the RFP requirements. The fixed quote cost for annual premiums with American Fidelity is \$542,082.36 less than the City's current fixed cost with Sun Life and is \$223,629.36 less than the next best quote with Ace American.

As a result, the quote before you represents a cost savings for the City over \$542,082.36. In addition, the overall coverage remains the same, as does the deductible and the new carrier has an A+ rating. The City's Third Party Administrator, Health Cost Solutions, Inc., worked in conjunction with American Fidelity, to provide a cost effective quote to continue this important coverage. After thorough analysis of the City's medical plan activity this past year and review by the City's Consultant, ESP Inc., it is the recommendation of staff that the City move to cease coverage with the existing carrier, Sun Life and set forth coverage with American Fidelity. As mentioned, the stop loss would remain at an individual \$115,000 deductible for 2014 with a savings in excess of \$ 542,082.36. Attached are copies of the RFP Results and Consultant's Analysis.

Medical and RX Detail Consultant's Analysis with Cost Comparisons

	Benefit Admin.Services (CBMG & FLEB)	Benefit Management Systems	Health Cost Solutions	SA Benefit Services, LLC. No.1	SA Benefit Services, LLC. No.2	The Barnet Group CURRENT	The Barnett Group Proposal RENEWAL	The Barnett Group Alt. Proposal
Quotes Based On:(May differ from quote-used for consistency)								
Single	135	135	135	135	135	135	135	135
Family	287	287	287	287	287	287	287	287
Total	422	422	422	422	422	422	422	422
All Rates Firm	Subject to disclosure notice	No Answer	YES	NO	NO	N/A	YES	YES
Stop Loss Cap \$115,000	YES	YES	YES	YES	YES	YES	YES	YES
Specific Stop Loss Premium: Covers Medical/Rx	YES		YES	YES	YES	YES	YES	YES
Employee Only	\$97.41	\$79.58	\$59.87	\$96.11	\$123.75	\$114.19	\$109.59	\$84.62
Employee & Family	\$244.54	\$198.35	\$159.19	\$242.91	\$282.31	\$288.20	\$275.00	\$211.54
Retiree <65 Individual	\$97.41	\$79.58	\$59.87	\$96.11	\$123.75	\$114.19	\$109.59	\$84.62
Retiree & Family <65 Family	\$244.54	\$198.35	\$159.19	\$242.91	\$282.31	\$288.20	\$275.00	\$211.54
Retiree >65 Individual	\$97.41	\$79.58	\$59.87	\$96.11	\$123.75	\$114.19	\$109.59	\$84.62
Retiree & Family >65 Family	\$244.54	\$198.35	\$159.19	\$242.91	\$282.31	\$288.20	\$275.00	\$211.54
Specific Stop-Loss Policy Term: 24/12	YES	YES	YES	YES	YES	YES	PAID	YES
Lasers?	NONE-Subject to disclosure notice	No Answer	NONE	Review not complete	Review not complete	NONE	NONE	NONE
Aggregate Premium	\$8.64	\$9.04	\$4.42	\$4.09	\$7.03	\$6.35	\$6.67	\$5.06
Aggregate Claims Funding Factors: Covers Medical/RX/Vision			YES	YES	Medical/Rx	YES	YES	YES
Employee Only (State if composite)	\$559.12	\$611.87	\$432.96	\$1,281.74	\$595.55	\$1,243.17	\$1,131.99	\$495.35
Employee & Family	\$1,539.64	\$1,684.89	\$1,198.00	Composite	\$1,514.14	Composite	Composite	\$1,238.37

Medical and RX Detail Consultant's Analysis with Cost Comparisons

	Benefit Admin.Services (CBMG & FLEB)	Benefit Management Systems	Health Cost Solutions	SA Benefit Services, LLC. No.1	SA Benefit Services, LLC. No.2	The Barnett Group CURRENT	The Barnett Group Proposal RENEWAL	The Barnett Group Alt. Proposal
Retiree <65 Individual	\$559.12	\$611.87	\$432.96	Composite	\$595.55	Composite	Composite	\$495.35
Retiree & Family <65 Family	\$1,539.64	\$1,684.89	\$1,198.00	Composite	\$1,514.14	Composite	Composite	\$1,238.37
Retiree >65 Individual	\$559.12	\$611.87	\$432.96	Composite	\$595.55	Composite	Composite	\$495.35
Retiree & Family >65 Family	\$1,539.64	\$1,684.89	\$1,198.00	Composite	\$1,514.14	Composite	Composite	\$1,238.37
Aggregate Stop-Loss Policy Term: 24/12	YES	YES	YES	YES	YES	YES	PAID	YES
Aggregate Run In Limit	NONE	No Answer	NONE	\$973,610	\$928,577	N/A	N/A	\$625,625.00
Aggregate quoted at 125%	YES	YES	YES	YES	YES	YES	YES	YES
Name of Reinsurer	Wesco Insurance	Wesco Insurance	American Fidelity	Gerber Life	Standard Security	Sun Life	Sun Life	Ace American
A.M. Best Rating	A	A	A+	A	A-	A Excellent	A Excellent	A+ Superior
Actively At Work Waived	YES	No Answer	YES	Only if disclosed	Only if disclosed	N/A	N/A	YES
Rates and Conditions guaranteed through	Per RFP Request	No Answer	Per RFP Request	Per RFP Request	Per RFP Request	N/A	Per RFP Request	Accepted by 12/12/2013
Consultants Comments:	None	No contingencies noted. Quoted TPA services but did not say they were required.	None	Did not sign for Addendum No. 4	None	N/A	None	None
Cost Comparisons								
Total Monthly Specific Individual Cost	\$13,150.35	\$10,743.30	\$8,082.45	\$12,974.85	\$16,706.25	\$15,415.65	\$14,794.65	\$11,423.70
Total Monthly Specific Family Cost	\$70,182.98	\$56,926.45	\$45,687.53	\$69,715.17	\$81,022.97	\$82,713.40	\$78,925.00	\$60,711.98

Medical and RX Detail Consultant's Analysis with Cost Comparisons

	Benefit Admin.Services (CBMG & FLEB)	Benefit Management Systems	Health Cost Solutions	SA Benefit Services, LLC. No.1	SA Benefit Services, LLC. No.2	The Barnett Group CURRENT	The Barnett Group Proposal RENEWAL	The Barnett Group Alt. Proposal
Total Monthly Aggregate Premium	\$3,646.08	\$3,814.88	\$1,865.24	\$1,725.98	\$2,966.66	\$2,679.70	\$2,814.74	\$2,135.32
Total Annual Fixed Cost	\$1,043,752.92	\$857,815.56	\$667,622.64	\$1,012,992.00	\$1,208,350.56	\$1,209,705.00	\$1,158,412.68	\$891,252.00
Total Monthly Maximum Aggregate Individual Funding	\$75,481.20	\$82,602.45	\$58,449.60	\$540,894.28	\$80,399.25	\$524,617.74	\$477,699.78	\$66,872.25
Total Monthly Maximum Aggregate Family Funding	\$441,876.68	\$483,563.43	\$343,826.00	Included	\$434,558.18	Included	Included	\$355,412.19
Total Monthly Maximum Aggregate Funding	\$6,208,294.56	\$6,793,990.56	\$4,827,307.20	\$6,490,731.36	\$6,179,489.16	\$6,295,412.88	\$5,732,397.36	\$5,067,413.28

Current Stop Loss	
American Fidelity Quote of Fixed Cost (HCS)	667,622.64
Current Fixed Cost with Sun Life -2013	\$1,209,705.00
Difference	\$542,082.36

Renewal Cost with Sun Life	
American Fidelity Quote of Fixed Cost (HCS)	667,622.64
Renewal Cost with Sun Life	\$1,158,412.68
Difference	\$490,790.04

Alt. Proposal - Ace American	
American Fidelity Quote of Fixed Cost (HCS)	667,622.64
Ace American Alt Proposal (Barnett)	\$891,252.00
Difference	\$223,629.36

Medical and RX Detail Consultant's Analysis with Cost Comparisons

	Benefit Admin. Services (CBMG & FLEB)	Benefit Management Systems	Health Cost Solutions	SA Benefit Services, LLC. No.1	SA Benefit Services, LLC. No.2	The Barnett Group CURRENT	The Barnett Group Proposal RENEWAL	The Barnett Group Alt. Proposal
--	---------------------------------------	----------------------------	-----------------------	--------------------------------	--------------------------------	---------------------------	------------------------------------	---------------------------------

RFP Medical and RX Stop Loss RFP Results

Proposal Opening: November 14, 2013
2pm

	Benefit Admin. Systems (CBMG & FLEB)	Benefit Management Systems (Madison, MS)	Health Cost Solutions	SA Benefits, LLC - No.1	SA Benefits, LLC - No.2	The Barnett Group Proposal - Renewal	The Barnett Group - Alt. Proposal
--	--------------------------------------	--	-----------------------	-------------------------	-------------------------	--------------------------------------	-----------------------------------

MEDICAL RE-INSURANCE PREMIUMS:

Specific Stop Loss Premium: <u>Covers Medical/Rx</u> \$115,000	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00
Employee Only	\$ 97.41	\$ 79.58	\$ 59.87	\$ 96.11	\$ 123.75	\$ 109.69	\$ 84.62
Employee & Family	\$ 244.54	\$ 198.35	\$ 159.19	\$ 242.91	\$ 282.31	\$ 275.00	\$ 211.54
Retiree <65 Individual	\$ 97.41	\$ 79.58	\$ 59.87	\$ 96.11	\$ 123.75	\$ 109.69	\$ 84.62
Retiree & Family <65 Family	\$ 244.54	\$ 198.35	\$ 159.19	\$ 242.91	\$ 282.31	\$ 275.00	\$ 211.54
Retiree >65 Individual	\$ 97.41	\$ 79.58	\$ 59.87	\$ 96.11	\$ 123.75	\$ 109.69	\$ 84.62
Retiree & Family >65 Family	\$ 244.54	\$ 198.35	\$ 159.19	\$ 242.91	\$ 282.31	\$ 275.00	\$ 211.54
Specific Stop-Loss Policy Term: 24/12 () Yes Other:	Yes	Yes	Yes	Yes	Yes	Paid	Yes
Lasers? (If yes, explain):	All approved at this time, subject to disclosure	None Listed	None	Incomplete & Under Review	Incomplete & Under Review	None	None

Aggregate Claims Funding Factors Covers Medical/Rx/Vision

Employee Only (State if composite)	\$ 559.12	\$ 611.87	\$ 432.96	\$ 1,281.74	\$ 595.55	1131.91 Composite	\$ 495.35
Employee & Family	\$ 1,539.64	\$ 1,684.89	\$ 1,198.00	\$ 1,281.74	\$ 1,514.14	Nothing Listed	\$ 1,238.37
Retiree <65 Individual	\$ 559.12	\$ 611.87	\$ 432.96	\$ 1,281.74	\$ 595.55	Nothing Listed	\$ 495.35
Retiree & Family <65 Family	\$ 1,539.64	\$ 1,684.89	\$ 1,198.00	\$ 1,281.74	\$ 1,514.14	Nothing Listed	\$ 1,238.37
Retiree >65 Individual	\$ 559.12	\$ 611.87	\$ 432.96	\$ 1,281.74	\$ 595.55	Nothing Listed	\$ 495.35
Retiree & Family >65 Family	\$ 1,539.64	\$ 1,689.89	\$ 1,198.00	\$ 1,281.74	\$ 1,514.14	Nothing Listed	\$ 1,238.37
Aggregate Stop-Loss Policy Term: 24/12 () Yes Other:	Yes	Yes	Yes	Yes	Yes	Paid	Yes
Name of Agent/Broker/TPA for the Stop Loss Provider and identify the service relationship that would exist between the City and any such broker/agent:	See Proposal	See Proposal	See Proposal	See Proposal	See Proposal	See Proposal	See Proposal
Name of Reinsurer	Wesco Insurance Company	Wesco Insurance Company	American Fidelity	Gerber Life	Standard Security	Sun Life	Ace American Insurance Co.
A.M. Best Rating	A	A	A+	A	A-	A+, Superior	A+, Superior

	Benefit Admin.	Benefit Management	Health Cost Solutions	SA Benefits, LLC - No.1	SA Benefits, LLC - No.2	The Barnett Group Proposal - Renewal	The Barnett Group - Alt. Proposal
Describe any Exceptions/Limitations:	None	None	None. Aggregate Premium Composite \$4.42	See Proposal	See Proposal	Proposal is firm with no lasers. Aggregate premium rate is \$6.67/composite	Proposal is firm with no lasers. Aggregate Run Limit is \$625,625. Aggregate premium rate is \$5.06/composite
Other Required Items:							
Appendix C Corporate Data Sheet	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Appendix E Stop Loss Policy Form Submittal	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum Acknowledgment for Four (4) Addendums	Yes	No	Yes	Addendum No.4 was not recognized	Addendum No.4 was not recognized	Yes	Yes

Proposal Award:

American Fidelity is the acceptable vendor for the Medical Rx & Stop Loss Policy in the amount of **\$667,622.24**. The Award will be recommended for approval at the December 9, 2013 BMA Meeting.

General Information:

The proposal was advertised on the City Website with five (5) vendors requesting information and submitting information.



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: POLICE DEPARTMENT MOBILE DATA TERMINALS

INTRODUCTION: The purpose of this agenda item is to request the Board's authorization to purchase three (3) mobile data terminal systems in the amount of \$11,069.34 from Brite Computers on WSCA Contract number B27162.

BACKGROUND:

In-car computer systems allow the Police Department to use computer technology in daily field operations. The use of this equipment would enhance the ability of the department to respond to calls for service, take offense reports and utilize internet law enforcement sites. The equipment would also be another component of officer safety. These three (3) in-car computer systems are replacement units of outdated Panasonic CF-30 computers which are to be installed into three (3) new replacement vehicles.

DISCUSSION:

The current in-car computer systems are over five (5) years old and have been out of warranty for over two years. The Brite computer system will utilize the latest technology for in-car-computers with touch screen and removable key boards. This also includes a three year no fault warranty. This system is an all in one computer mount, radio and siren box holder arm rest and cup holder along with additional dc outlets. This type of mount will free up needed space in the passenger side of the vehicle. The computer systems will be purchased off of the Western States Contracting Alliance Contract number B27162 of which the State of Tennessee is a member of the alliance.

Newer computers will reduce the time Information Technology staff spends trouble shooting slow computer problems allowing a faster internal customer response time. Old MDTs will be recycled ensuring maximum benefit to the City and to the environment.



7647 Main Street Fishers Victor NY 14564
Telephone: (585) 758-0200 **FAX:** (585) 758-0222
Toll Free (800)-333-0498
 salesinfo@britecomputers.com

Quote

DATE November 26, 2013
NUMBER Q000081701
CUSTOMER NO. GERMANTOWN

BILL TO: CITY OF GERMANTOWN POLICE DEPARTMENT
 1930 S. GERMANTOWN ROAD
 GERMANTOWN TN 38138-2815

SHIP TO: CITY OF GERMANTOWN POLICE DEPARTMENT
 1930 S. GERMANTOWN ROAD
 GERMANTOWN TN 38138-2815

P.O. NUMBER	F.O.B.	SALESPERSON	DATE	ORDER NUMBER
	ROCHESTER	000000017	26-Nov-13	Q000081701

SHIP VIA	TERMS
UPS GROUND	NET 30

STOCK CODE	DESCRIPTION	QUANTITY REQ.	UNIT PRICE	EXTENDED PRICE
	WSCA CONTACT NUMBER B27162			
FUJ-AOK433E512FF2001-4	T901 i5 2520. 4GB, 150GB, WIN7, 802.11 VERIZON EVDO. 3YR WTY	3.0	2,085.000	6,255.00
FUJ-QUALITY CARE	3 YEAR NO-FAULT WARRANTY	3.0		N/C
	MOUNTING			
LUN-UNV-SASK-3-FUJT90	UNIVERSAL SWNG AWAY MOUNT WITH TG3 KEYBOARD TRAY AND SWING ARM T901	3.0	669.000	2,007.00
XPL-BLT	TG3 USB BACKLIT KEYBOARD W/ TOUCH PAD	3.0	207.000	621.00
ACC-LIND-09	LIND WIRED CAR ADAPTER FOR FUJ T50XX, T44XX. T900, T700 BARE END	3.0	83.500	250.50
LUN-VH-TAH	2006->NEWER CHEVY TAHOE VEHICLE SPECIFIC CONSOLE INCL'S EQUIP BKTS	3.0	355.000	1,065.00
LUN-CHB-2EN	MOTOROLA MCS 2000 WHELEN CENCOM SAPPHIRE SIREN SYSTEM CCSRN3 DOUBLE CUP HOLDER-INSIDE	3.0	19.000	57.00
ACC-USB-22D	D-LINK DUB-H7 7 PORT HIGH SPEED USB 2.0 HUB	3.0	36.760	110.28
ACC-USB-22PWR	POWERSTREAM 12V TO 5V POWER CONVERTER	3.0	18.250	54.75
CAB-USB-901	3FT USB 2.0 A (90°) TO B W/ FERRITE CORE	3.0	12.600	37.80
LUN-14-0570	RADAR POWER PLUG WITH RUBBER CAP (SINGLE OUTLET PLUG)	3.0	13.500	40.50

"Building Relationships,
 Strengthening Partnerships,
 Providing Solutions"

For Technical Support call (800) 333-0498 option 1

REMIT TO: 7647 Main Street Fishers
 Victor, NY 14564

CONTINUED

NET AMOUNT

FREIGHT

TOTAL DUE



7647 Main Street Fishers Victor NY 14564
 Telephone: (585) 758-0200 FAX: (585) 758-0222
 Toll Free (800)-333-0498
 salesinfo@britecomputers.com

Quote

DATE November 26, 2013
 NUMBER Q000081701
 CUSTOMER NO. GERMANTOWN

BILL TO: CITY OF GERMANTOWN POLICE DEPARTMENT
 1930 S. GERMANTOWN ROAD
 GERMANTOWN TN 38138-2815

SHIP TO: CITY OF GERMANTOWN POLICE DEPARTMENT
 1930 S. GERMANTOWN ROAD
 GERMANTOWN TN 38138-2815

P.O. NUMBER	F.O.B.	SALESPERSON	DATE	ORDER NUMBER
	ROCHESTER	0000000017	26-Nov-13	Q000081701

SHIP VIA	TERMS
UPS GROUND	NET 30

STOCK CODE	DESCRIPTION	QUANTITY REQ.	UNIT PRICE	EXTENDED PRICE
LUN-MK-2CL	MULTI-POSITION MICROPHONE HOLDER WITH CLIPL	3.0	13.600	40.80
LUN-CG-X	CHARGE GUARD	3.0	74.320	222.96
LUN-HD-ARM-VP	H/D Flip up Armrest with Molded Pad and 9"-14" adjustable Vertical Surface Mount	3.0	102.250	306.75
SHIPPING	SHIPPING AND HANDLING			N/C

"Building Relationships,
 Strengthening Partnerships,
 Providing Solutions"

For Technical Support call (800) 333-0498 option 1

REMIT TO: 7647 Main Street Fishers
 Victor, NY 14564

NET AMOUNT	11,069.34
FREIGHT	
TAX	
TOTAL DUE	\$11,069.34



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PSL*

SUBJECT: POLICE VEHICLE PURCHASE

INTRODUCTION:

The purpose of this agenda item is to request the Board’s authorization to purchase two police vehicles from Chevrolet Buick GMC Cadillac of Murfreesboro from the Tennessee State Wide Contract number 209-29680 in the amount of \$28,151.00 each for a total \$56,302.00.

BACKGROUND:

The Germantown Police Department has vehicles assigned to various Police Command Staff members. These vehicles typically are utilized from 5- 10 years depending on use. The vehicles requested for purchase will be assigned to the Chief of Police and the Captain of the SWAT unit.

DISCUSSION:

The current vehicle assigned to the Chief is a 2006 Dodge Charger with over 95,000 miles on it. The current vehicle assigned to the SWAT Captain has over 105,000 miles on it. Replacing the vehicles will help to insure that there will be less maintenance and fuel costs and better reliability. The vehicles to be purchased will be 2014 Chevrolet Tahoe’s SSV 4X4 and will be purchased off of the Tennessee State Wide Contract # 209-29680 utilizing Federal and State Drug Funds saving the taxpaying citizens any costs. The cost of these two vehicles included a price reduction of \$975.00 from GMAC through the dealership.

BUDGET AND STAFFING IMPACT:

Source of Funding:

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
General	013-2010-423.94-40	Police	Autos & Trucks	\$0	\$ 56,302.00
IR	Drug Fund			End of year Drug Fund Adjustment	

VISION 2020:

This purchase supports the Vision 2020 Public Safety Plan Goal 3 and the objectives of having the right equipment and resources available to handle the emergency response and City Services and Finances Goal 22 of investing in maintaining and upgrading the City’s facilities and infrastructure.

ATTACHMENTS:

Price Quote

PREPARED BY: Michael C. Berkes
Michael C. Berkes, Captain

REVIEWED BY: Richard L. Hall
Richard Hall, Chief

REVIEWED BY: Ralph J. Gabb
Ralph J. Gabb, Finance Director

REVIEWED BY: Lisa A. Piefer
Lisa A. Piefer, Procurement Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:
To approve the purchase of two (2) police vehicles from Chevrolet, Buick, GMC, Cadillac of Murfreesboro in the total amount of \$56,302.00.

BOARD ACTION: MOTION BY: _____ SECONDED BY: _____

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

CHEVROLET · BUICK · GMC · CADILLAC OF Murfreesboro

Tennessee Automotive Group. Selection, Savings and Your Satisfaction.

1422 NW Broad Street
Murfreesboro, TN 37129
615-893-6600

ajohnson@gmmurfreesboro.com
Adam Johnson 931-703-6081 mobile

CITY OF GERMANTOWN

Quote

Ln#	QTY	Description	Price Each	Total
1	3	2014 Chevrolet Tahoe SSV 4wd	\$27,776.00	\$27,776.00
		SWC#209-29680		
2	1	Aluminum Wheels	\$375.00	\$375.00
		DELIVERY \$300 OPTIONAL		
Total Due				\$28,151.00

Total for Two \$56,302.00



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PS*

SUBJECT: POLICE VEHICLE PURCHASE

INTRODUCTION:

The purpose of this agenda item is to request the Board’s authorization to purchase three police vehicles from Chevrolet Buick GMC Cadillac of Murfreesboro from the Tennessee State Wide Contract number 209-29680 in the amount of \$29,126.00 each for a total of \$87,378.00.

BACKGROUND:

The Germantown Police Department has vehicles assigned to various personnel in the Uniform Patrol Division. These vehicles typically are utilized from 4-6 years depending on use. The vehicles requested for purchase will be assigned to the Uniform Patrol Shift Lieutenant’s. The current vehicles utilized by the shift Lieutenant’s will be reassigned to the street officers. These will replace three vehicles that currently have over 100,000 miles on them.

DISCUSSION:

The current vehicles assigned to the Uniform Patrol Division that will be replaced 3044, 3059 and 3060 have 100,000 or more miles on them. Replacing the vehicles will help to insure that there will be less maintenance and fuel costs and better reliability. The vehicles to be purchased will be 2014 Chevrolet Tahoe’s SSV 4X4 and will be purchased through the Tennessee State Wide Contract # 209-29680.

BUDGET AND STAFFING IMPACT:

Source of Funding:

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
General IR1406	010-2010-421.94-40	Police	Autos & Trucks	\$288,000.00	\$87,378.00

VISION 2020:

This purchase supports the Vision 2020 Public Safety Plan Goal 3 and the objectives of having the right equipment and resources available to handle the emergency response and City Services and Finances Goal 22 of investing in maintaining and upgrading the City’s facilities and infrastructure.

ATTACHMENTS:

Price Quote

PREPARED BY: Michael C. Berkes
Michael C. Berkes, Captain

REVIEWED BY: Richard L. Hall
Richard Hall, Chief

REVIEWED BY: Ralph J. Gabb
Ralph J. Gabb, Finance Director

REVIEWED BY: Lisa a. Piefer
Lisa A. Piefer, Procurement Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To approve the purchase of three (3) police vehicles from Chevrolet, Buick, GMD, Cadillac of Murfreesboro in the total amount of \$87,378.00.

BOARD ACTION: MOTION BY: SECONDENED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

CHEVROLET·BUICK·GMC·CADILLAC

OF Murfreesboro

General Automotive Group. Selection, Savings and Your Satisfaction.

1422 NW Broad Street
 Murfreesboro, TN 37129
 615-893-6600

ajohnson@gmmurfreesboro.com
Adam Johnson 931-703-6081 mobile

CITY OF GERMANTOWN

Quote

Ln#	QTY	Description	Price Each	Total
1	3	2014 Chevrolet Tahoe SSV 4wd	\$29,126.00	\$29,126.00
		SWC#209-29680		
		DELIVERY \$300 OPTIONAL		
Total Due				\$29,126.00

Total for Three \$87,378.00



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: LOBBYING CONTRACT

INTRODUCTION:

The purpose of this agenda item is to authorize the mayor to execute a lobbying services agreement with Farris Bobango Branan PLC (FBB) Attorneys at Law for lobbying services on behalf of the City of Germantown beginning January 1, 2014 and ending June 30, 2014 in the amount of \$20,000.00.

BACKGROUND:

The City of Germantown has engaged the services of this firm for the past seven years. Administration has worked closely with senior partner in the firm, John Farris, and his staff in advancing the City's legislative agenda as well as monitoring legislation that could impact the City of Germantown.

DISCUSSION:

This year the firm has approached Administration regarding their lobbying services for the City. Administration has been extremely pleased with the efforts of the firm in representing Germantown's interests as well as monitoring specific bills and legislative proposals. The City receives weekly updates from the firm on various bills that have been introduced throughout the legislative session. A representative from the City will meet often in Nashville with members of the Shelby County delegation and other state senators and representatives.

Upon approval of this lobbying contract with FBB, Administration will meet with Mr. Farris once a month during the upcoming legislative session to review the status of various bills. Department heads have identified through their state associations and professional networks possible legislative action. Administration and Mr. Farris will confer on those legislative issues where the City needs to focus its time and attention in order to fully understand the impact these bills could have on the City. This will allow Administration to direct its efforts on specific legislation and to inform the Board on those issues where the City should work aggressively to defeat or encourage passage. Procurement and the City Attorney have reviewed and approved the proposed contract.

BUDGET AND STAFFING IMPACT:

The FY14 budget includes funding for lobbying services for the City. The proposal from the firm is for \$20,000.00. Administration will closely oversee this contract and provide the Board of Mayor and Aldermen with information throughout the legislative session on our lobbying activities.

<u>Fund</u>	<u>Line Item No.</u>	<u>Dept.</u>	<u>Line Item Description</u>	<u>Budget Balance</u>	<u>Recommended Expenditure</u>
General	010-1010-411.25-40	Aldermen	Consulting	\$20,000.00	\$20,000.00

FARRIS BOBANGO BRANAN PLC
ATTORNEYS AT LAW

999 S. Shady Grove Road, Suite 500 / Memphis, TN 38120
901-259-7100 / Fax 901-259-7150
www.farrisbobango.com

November 26, 2013

Patrick Lawton
City Administrator
City of Germantown
1930 South Germantown Road
Germantown, Tennessee 38138

Re: City of Germantown – 2014 Legislative Session

Dear Patrick:

You have asked us to submit to you a proposal for the Mayor and Board of Alderman to consider regarding our firm continuing to provide the City with government relations services beginning in January through December next year. First, I would like to say on behalf of our firm that we enjoyed working with you, Mayor Goldsworthy, George Brogdon, Andy Pouncey, and others this past year. We believe that we had a good line of communication with you and we believe we accomplished a lot on behalf of the City. Key visits and calls made by Mayor Goldsworthy, Board members, you and others on behalf of the City really make a difference in the outcome of legislation.

As we have discussed, if the City has certain initiatives that it would like to present next spring, including school issues, we would assist you in preparing legislation and obtaining sponsors for the legislation. If there are any initiatives you wish to present, we would suggest working on them now to be prepared early next year. We will continue to monitor, advance or work to defeat legislation at your direction.

We propose offering these services to the City beginning January 1, 2014 and continuing through June 2014 for the sum of \$20,000 payable on January 1, 2014. These fees would be all inclusive; except for any extraordinarily time intensive work on school issues which we feel justify an additional fee and which you approve, and any out of pocket expenses incurred which you approve in advance.

In the event that either party should determine that it is desirable to terminate the agreement, it may do so upon ten (10) days notice.



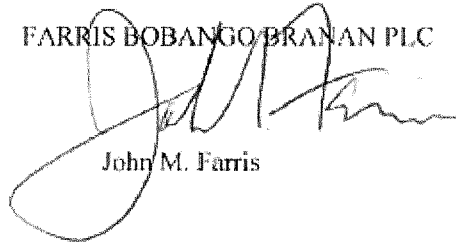
FARRIS BOBANGO BRANAN PLC

Patrick Lawton
November 26, 2013
Page 2

Please consider this proposal and if you have any questions, feel free to give me a call. I will be happy to discuss this with you, the Mayor or the Board if you wish. We look forward to working with you next spring.

Very truly yours,

FARRIS BOBANGO BRANAN PLC

A handwritten signature in black ink, appearing to read "John M. Farris", written over the typed name below.

John M. Farris

JMF/mbp
cc: George Brogdon

FARRIS BOBANGO BRANAN PLC

Patrick Lawton
November 26, 2013
Page 3

Agreed:

City of Germantown

By: _____
Sharon Goldsworthy, Mayor

Attest: _____
City Clerk/Recorder

Approved as to Form and Content:

City Attorney



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PLS*

**SUBJECT: RECOGNITION OF DONATION – PARKS AND RECREATION –
YOUTH BASKETBALL**

INTRODUCTION:

The purpose of this agenda item is to recognize a donation from Wolfchase Toyota to the Parks and Recreation Department Youth Basketball Budget totaling \$2,000.00 and to approve Budget Adjustment No. 14-34.

BACKGROUND:

Each year, the Germantown Parks and Recreation Department operates a youth basketball league for 1st through 10th grade youth. This year's program runs from November 1, 2013 to March 9, 2014. Games and practices are held at Farmington Elementary, Germantown Elementary, Riverdale Elementary, Dogwood Elementary, and Houston Middle School.

The following business recently made a contribution to this program developed by the Parks and Recreation Department:

Wolfchase Toyota (Tyler Heard)	Youth Basketball	\$2,000.00
--------------------------------	------------------	------------

DISCUSSION

The funds will be used to enhance the Youth Basketball program. In addition to the team jerseys that are provided by the Department, this money will be used to purchase t-shirts for each player to wear over their team jersey. The t-shirts will include the city seal, team name and sponsor. The funding support for this program allows the department to provide exceptional quality services that the parents and participants have come to expect in Germantown.

BUDGET AND STAFFING IMPACT:

The Recreation Division staff conducts and manages the Youth Basketball League and all of its events and responsibilities. Participant registration fees cover the direct expenses of the Youth Basketball League.

CITY OF GERMANTOWN
REQUEST FOR BUDGET TRANSFER OR APPROPRIATION

No. 14-34

REQUEST FOR TRANSFER W/IN ONE ALLOCATION

DATE: 9-Dec-13

REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS

REQUEST FOR ADDITIONAL FUNDS

DEPT: Recreation

ACCOUNT NUMBER	PROJ. #	ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED ADJUSTMT	PROPOSED BUDGET
041 - 0000 - 349 - 10 - 00	n/a	Basketball Sponsors	\$ (5,000)	\$ (2,000)	\$ (7,000)
041 - 4225 - 451 - 32 - 60	n/a	Operating Supplies	\$ 14,500	\$ 2,000	\$ 16,500

JUSTIFICATION: To recognize donations from Wolfchase Toyota for \$2,000 to be used for recreational supplies

COMMENTS: _____

REQUESTED BY: Pam Beasley

REVIEWED BY: George Brogdon
 Division Director

REVIEWED BY: *Patricia Smith*
 City Administrator

APPROVED FOR SUBMISSION: Jessica Brown
 Budget & Performance

REQUEST FOR TRANSFER WITHIN ONE DEPARTMENT APPROVED: _____
 Mayor

REQUEST FOR ADDITIONAL FUNDS REVIEWED BY: _____
 REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS Mayor

APPROVED BY BOARD OF MAYOR & ALDERMEN: CERTIFIED BY: _____
 DATE: _____ City Clerk



Agenda No. 14c

CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: RECOGNITION OF DONATION – PARKS AND RECREATION

INTRODUCTION:

The purpose of this agenda item is to recognize a donation from Mr. and Mrs. Brian deWitt to the Parks and Recreation Department in the amount of \$1,000.00 and to approve Budget Adjustment No. 14-37.

BACKGROUND:

The Parks and Recreation Department accepts donations to purchase furnishings such as picnic tables and park benches to be placed in city parks. The deWitt family contacted the Parks and Recreation department recently inquiring about the purchase of a park bench in memory of their son. Staff worked with the donor in the selection of a site along the Germantown Greenway near the western trailhead in the Wolf River Nature Area section.

DISCUSSION

The park bench to be purchased will match the type and style of other furnishings near the site.

BUDGET AND STAFFING IMPACT:

The grounds crew will manage the purchase and installation of the bench. Staff in the Parks and Recreation office will handle the proper acknowledgements to the family.

VISION 2020:

Donations such as this support the Vision 2020 Plan goal of Quality of Life: “Well designed and maintained parks and green spaces throughout our City” and the desire for “residents to feel connected and engaged”.

ATTACHMENTS:

Budget Adjustment No. 14-37

RECOGNITION OF DONATION – PARKS AND RECREATION
December 9, 2013

REVIEWED BY: Pam Beasley

Pam Beasley, Director of Parks and Recreation

REVIEWED BY: George Brogdon

George Brogdon, Director of Community Services

REVIEWED BY: Ralph J. Gabb

Ralph J. Gabb, Finance Director

PROPOSED MOTION(S), RESOLUTION(S), OTHER ACTION:

To recognize the donation made to the Parks and Recreation Department totaling \$1,000.00 and to approve Budget Adjustment No. 14-37.

BOARD ACTION: MOTION BY: SECONDED BY:

VOTE/TOTAL	MARCOM	DRINNON	PALAZZOLO	OWENS	JANDA	GOLDSWORTHY
YES	Yes	Yes	Yes	Yes	Yes	Yes
NO	No	No	No	No	No	No
ABSTAIN	Abstain	Abstain	Abstain	Abstain	Abstain	Abstain

CITY OF GERMANTOWN

No. 14-37

REQUEST FOR BUDGET TRANSFER OR APPROPRIATION

REQUEST FOR TRANSFER W/IN ONE ALLOCATION **DATE:** 9-Dec-13

REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS

REQUEST FOR ADDITIONAL FUNDS **DEPT:** Public Services

ACCOUNT NUMBER	PROJ. #	ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED ADJUSTMT	PROPOSED BUDGET
010 - 4410 - 440 . 32 - 90	n/a	Other Supplies	\$ 7,420	\$ 1,000	\$ 8,420
010 - 0000 369 . 10 - 00	n/a	Other Revenue	\$ (300,000)	\$ (1,000)	\$ (301,000)

JUSTIFICATION: For a park bench (deWit)

REQUESTED BY: Pam Beasley

DATE: 11/26/2013

COMMENTS: _____

REVIEWED BY: George Brogdon

DATE: 11/26/2013

REVIEWED BY: *Patsy J. Smith*

City Administrator

DATE: _____

APPROVED FOR SUBMISSION: Adrienne Royals

Budget & Performance

DATE: 11/26/2013

REQUEST FOR TRANSFER WITHIN ONE DEPARTMENT

APPROVED: _____

Mayor

DATE: _____

REQUEST FOR ADDITIONAL FUNDS

REVIEWED BY: _____

REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS

Mayor

APPROVED BY BOARD OF MAYOR & ALDERMEN:

CERTIFIED BY: _____

DATE: _____

City Clerk



CITY OF GERMANTOWN

REPORT TO: THE BOARD OF MAYOR AND ALDERMEN

DATE: December 9, 2013

FROM: Patrick J. Lawton, City Administrator *PJL*

SUBJECT: APPROVAL OF LIBRARY DONATIONS – GERMANTOWN COMMUNITY LIBRARY AND GERMANTOWN REGIONAL HISTORY AND GENEALOGY CENTER

INTRODUCTION: The purpose of this agenda item is to recognize donations to the Germantown Community Library and Germantown Regional History and Genealogy Center totaling \$1851.00, and to approve Budget Adjustment No. 14-33.

BACKGROUND: Various community organizations and many patrons of the Germantown Community Library contribute money to the library and genealogy center to help support necessary programs the libraries offer the community and to help purchase materials they would like to have added to the collection. Historically, donations such as these have allowed the libraries to broaden the array of programs, special projects and materials they make available to the community.

DISCUSSION: The listed organizations and individuals have contributed the following donations to the Germantown Community Library:

Germantown Community Library:

Friends of the Germantown community Library	\$100.00
Better World Books	\$101.00
James Haddon/Merck and Co., Inc.	\$150.00
Bruce Kay	\$25.00
Germantown Women's Club	\$1150.00
Anonymous	\$40.00

Germantown History and Genealogy Center

Boyd Publishing	\$32.00
Ann Kendall Ray	\$33.00
Anonymous	\$220.00

VISION 2020: Several parts of Vision 2020 are supported by this action. The purchase of materials for permanent placement in the libraries offers the residents access to educational materials which they can employ for lifelong learning. The educational and recreational programs some of these donations will support and enhance also offer Germantown residents the opportunity to gain information and to enjoy themselves in an easily accessible, local venue. The more robust and plentiful the programs offered, the greater the likelihood that community pride in our libraries will grow.

ATTACHMENTS: Budget adjustment No. 14-33

CITY OF GERMANTOWN
REQUEST FOR BUDGET TRANSFER OR APPROPRIATION

No. 14-33

REQUEST FOR TRANSFER W/IN ONE ALLOCATION

DATE: 9-Dec-13

REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS

REQUEST FOR ADDITIONAL FUNDS

DEPT: Library/Genealogy

<u>ACCOUNT NUMBER</u>	<u>PROJ. #</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>PROPOSED ADJUSTMT</u>	<u>PROPOSED BUDGET</u>
010 - 0000 - 367 - 10 - 00	n/a	Library Donations	\$ (11,075)	\$ (1,851)	\$ (12,926)
010 - 4310 - 448 - 32 - 50	n/a	Operating Supplies	\$ 5,531	\$ 1,566	\$ 7,097
010 - 4311 - 444 - 89 - 90	n/a	Other Expenses	\$ 6,865	\$ 285	\$ 7,150

JUSTIFICATION: To recognize donations from Friends of the Germantown Library, Better World Books, Boyd Publishing James Haddon/Merck, Bruce Kay, Germantown Women's Club, Ann Kendall Ray, and anonymous donors for programming and materials for the community and genealogy libraries

COMMENTS: _____

REQUESTED BY: _____

REVIEWED BY: George Brogdon
 Division Director

REVIEWED BY: *Peter J. Fawcett*
 City Administrator

APPROVED FOR SUBMISSION: Jessica Brown
 Budget & Performance

REQUEST FOR TRANSFER WITHIN ONE DEPARTMENT **APPROVED:** _____
 Mayor

REQUEST FOR ADDITIONAL FUNDS **REVIEWED BY:** _____
REQUEST FOR TRANSFER ACROSS FUNDS/PROJECTS Mayor

APPROVED BY BOARD OF MAYOR & ALDERMEN: **CERTIFIED BY:** _____
 DATE: _____ City Clerk