



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 25, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Lynn Butler, Ellendale Baptist Church

FUTURE MEETINGS

Bartlett Station Commission, November 2 at 7:30 a.m.

City Beautiful Commission, November 3 at 6:30 p.m.

Industrial Development Board, November 3 at 7 p.m.

Family Assistance Commission, November 7 at 6 p.m.

Planning Commission, November 7 at 7 p.m.

Parks and Recreation Advisory Board, November 10 at 6 p.m.

Board of Mayor and Aldermen Meeting, November 14 at 6 p.m.

RECOGNITIONS

Check Presentation to Youth Villages

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 27, 2022 Board of Mayor and Aldermen Regular Meeting

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

- I. Resolution 34-22, a resolution approving a special use permit to allow a general automobile repair establishment to be located at 5798 Ferguson Road, within the "I-O" Wholesale and Warehouse zoning district.

UNFINISHED BUSINESS

- I Resolution 34-22, a resolution approving a special use permit to allow a general automobile repair establishment to be located at 5798 Ferguson Road, within the "I-O" Wholesale and Warehouse zoning district. (Kim Taylor, Director of Planning and Economic Development)**

CONSENT AGENDA

- I Special event permit for Ellendale Baptist Church Fall Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, October 30 from 4 p.m. to 6 p.m. at Ellendale Baptist Church.

- 2 Special event permit for Mountain Bike Race-12 Hours of Stank. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, November 19 from 8 a.m. to 9 p.m. at Nesbit Park.

- 3 Contract for Brunswick Road, Elmore Park Road, and Elmore Road Asphalt Resurfacing Design Project. (John Horne, Assistant Director of Engineering)**

Recommend accepting the environmental and design contract proposal from EnSafe in the amount of \$206,073.00. Funds are available in Account 311.48311.772.458.

- 4 Treasurer's Report for September 2022. (Dick Phebus, Director of Finance)**

NEW BUSINESS

- I Resolution 35-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)**
- 2 Resolution 36-22, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by Sourcewell. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 27, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

Industrial Development Board (Special Called), September 29 at 6:30 p.m.

Family Assistance Commission, October 3 at 6 p.m.

Beer Board, October 4 at 6 p.m.

Planning Commission, October 4 at 7 p.m.

Bartlett Station Commission, October 5 at 7:30 a.m.

City Beautiful Commission, October 6 at 6:30 p.m.

RECOGNITIONS

Bartlett City Schools TRAP Team Proclamation

Mayor McDonald presented the Bartlett Trap Team with a proclamation recognizing their success at the state and national competitions. Those recognized were:

Ginny Sidle, Jordan Pesti, Abbigail Longo, Cole Lindsey, Maddie Boone, Haden Russell, Graden Duckworth, Felton Adams, Ben Pair, Case Hardison, Daniel Zingraf, and Kaven Maufas.

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

MINUTES ACCEPTANCE

Minutes of the September 13, 2022 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Sep 27, 2022 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	David Parsons, Alderman
AYES:	W.C. Pleasant, Mandy Young, David Parsons, Bobby Simmons, Jack Young, Kevin Quinn

PUBLIC HEARING

Individuals will have a maximum of three minutes to speak either for or against the item, with a total of 20 minutes for each side.

- I. Resolution 28-22, a resolution to approve a special use permit for Joyce's Gardens Planned Unit Residential Development located at 6778 Old Brownsville Road within the "RS-15" single family residential zoning districts.

The Director of Planning and Economic Development, Kim Taylor, stated that phase I of this development conforms to the RS-15 requirements for lot sizes of 15,000 square feet. The second phase would be smaller lot sizes and differentiating setbacks which require a special use permit. The Planning Commission met on August 1, 2022 with a favorable recommendation. Developer Matthew Wissinger stated the Planned Unit Development would be named after his mother and that the development would be single family homes, no apartments.

No one spoke in favor.

The following spoke in opposition:

Stephanie Woodward, 4761 Ardie Road, questioned the reasons for differing sized lots, concerns of the smaller lots becoming rental properties, and would like some investment into the existing properties.

Eileen Wilkes, 6753 Raner Creek Drive, stated that the company owned by Mr. Wissinger in Colorado was a leasing and property management company with lease to own properties. She wanted guarantee that the proposed development would be owner occupied and not rental property. She expressed concern of increased crime rate, increased rental occupancy, and a lack of safety for children in the smaller lot section and would like to see the development as all larger lots if possible. She questioned if the City of Bartlett was aware of the developer's company type.

Sam Lacastro, 6480 Raner Creek Dr., questioned the differing sized lots.

Emily Winter, 4935 Springtree Dr., questioned if water and sewer capacities had been researched for the 42 proposed units. She expressed concerns of social media posts including apartments for this development. She questioned measures that would be taken to ensure her property's protection from construction.

Adjourned at 6:22 p.m.

Developer Wissinger responded to the public hearing questions by stating they were developing the subdivision for resale, not rentals. He restated that the development would be named after his mother. The developer's uncle, Gary Blume, spoke to the size of the lots and equated them to a previous development he built, Old Bartlett Village, where they are nice sized homes on smaller lots. He stated the home would be at least 1800 square feet and they had no intention of leasing the homes built.

Director of Engineering Rick McClanahan responded by stating that the water main being installed on Old Brownsville Road will provide both water and fire protection to the new

development. In addition the developer will be extending the sewers and there is capacity in the transport system as well as capacity to treat at the Loosahatchie plant.

Police Chief Cox stated there was ample manpower and police cars in that district and the low crime rate in this part of the city is maintaining well.

Director of Code Enforcement Jim Brown stated when ground is broken a water supply is required to minimize dust and debris. Silt fences are also required.

2. Resolution 29-22, a resolution approving a special use permit to allow a tattoo and body piercing establishment to be located at 2965 North Germantown Road Suites 129 and 130, within the "C-H" Highway Business zoning district.

SUP Applicant Salina Alvarado, 711 Cedar Brake Dr., Cordova, Tenn., said that she wanted to bring a tattoo establishment to Bartlett so that individuals would not have to leave the community for this type of service.

Connie Waters, 4890 Rivercrest Lane, spoke in favor the applicant. She felt the establishment would benefit the community and enable individuals that need tattoos to reconstruct surgery wound and to memorialize loved ones. She said Ms. Alvarado will do things right.

The following spoke in opposition:

Olena Petrova, 5034 Trent Cove, asked if studies had been conducted in correlation to tattoo parlors and increased criminal activity. She expressed concerns of the Wolfchase area in close proximity to the proposed establishment and a possible increase in crime.

Stephanie Woodard, 5461 Ardie Road, asked if artists would be licensed and certified and if there would be an increase in loitering.

Adjourned at 6:30 p.m.

Chief Cox stated he did not believe the establishment would increase crime in that area, but the police department could increase the business watch and patrol for loitering.

Ms. Alvarado confirmed that the artists were required to be licensed and certified, even apprentices. She stated she would post a no loitering sign. She said as a licensed private contractor she is permitted to deny any individual from services citing examples of denying drug addicts, or gang related individuals.

UNFINISHED BUSINESS

Amendment to Res 28-22

Alderman Quinn asked the developer who would write the Homeowner Association's by-laws and if a condition could be placed regarding rentals.

Mr. Blume stated that they had engaged attorney Mike Murphy to write the covenant. Mr. Blume said he could include in the covenant that no rental properties would be permitted.

Alderman Quinn asked if there could be exceptions.

Vice Mayor Jack Young asked if they would include in the covenant that homes be owner occupied.

Mr. Blume responded yes.

Alderman Quinn asked for exceptions to rent be allowed to go before the Homeowner Association's board for approval.

Alderman Parson asked what percentage of the Homeowner Association's board would require passage.

City Attorney Ed McKenney said the vote pass basis would be clarified in the Homeowner Association's by-laws and can vary between HOAs.

Vice Mayor Young said that if the covenant states homes must be owner occupied, Alderman Quinn's request to allow exceptions for renting doesn't apply. He said the controversy and comments from citizens is that the City of Bartlett has too many leased homes now.

RESULT: APPROVED [4 TO 2]
MOVER: Kevin Quinn, Alderman
SECONDER: Bobby Simmons, Alderman
AYES: Mandy Young, David Parsons, Bobby Simmons, Kevin Quinn
NAYS: W.C. Pleasant, Jack Young

- 2 Resolution 28-22, a resolution to approve a special use permit for Joyce's Gardens Planned Unit Residential Development located at 6778 Old Brownsville Road within the "RS-15" single family residential zoning districts. (Kim Taylor, Director of Planning and Economic Development)**

Amended to include:

Board of Mayor and Aldermen Conditions:

Homes must be owner occupied with any exception to be approved by the Homeowner Association's Board.

RESULT: APPROVED AS AMENDED [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: Mandy Young, Alderman
AYES: W.C. Pleasant, Mandy Young, David Parsons, Bobby Simmons, Jack Young, Kevin Quinn

- 3 Resolution 29-22, a resolution approving a special use permit to allow a tattoo and body piercing establishment to be located at 2965 North Germantown Road Suites 129 and 130, within the "C-H" Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)**

RESULT: APPROVED [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: Mandy Young, Alderman
AYES: W.C. Pleasant, Mandy Young, David Parsons, Bobby Simmons, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: David Parsons, Alderman
SECONDER: W.C. Pleasant, Alderman
AYES: W.C. Pleasant, Mandy Young, David Parsons, Bobby Simmons, Jack Young, Kevin Quinn

- 1 Reschedule the Tuesday, November 8 Board of Mayor and Aldermen meeting to Monday, November 14, 2022 at 6 p.m. (Mark Brown, Chief Administrative Officer)**
- 2 Dispense with second Board of Mayor and Aldermen meetings in November and December. (Mark Brown, Chief Administrative Officer)**
- 3 Treasurer's Report for June 2022. (Dick Phebus, Director of Finance)**

Budgeted Expenditures	\$87,957,409
Year-to-date Expenditures	\$96,051,996
Budgeted Revenues	\$87,957,409
Year-to-date Revenues	\$99,417,146

NEW BUSINESS

- 1 Set a public hearing for October 25, 2022 for Resolution 34-22, a resolution approving a special use permit to allow a general automobile repair establishment to be located at 5798 Ferguson Road, within the "I-O" Wholesale and Warehouse zoning district. (Kim Taylor, Director of Planning and Economic Development)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	W.C. Pleasant, Alderman
AYES:	W.C. Pleasant, Mandy Young, David Parsons, Bobby Simmons, Jack Young, Kevin Quinn

- 2 BPACC Season Slideshow Presentation. (Michael Bollinger, Director of BPACC)**

RESULT:	NO VOTE REQUIRED
----------------	-------------------------

OPEN DISCUSSION

Paul Kaiser, 3323 Marcus Cove, announced his candidacy for Alderman Position 3.

ADJOURNMENT

Meeting adjourned at 7:11 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Sep 27, 2022 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3229)

Meeting: 10/25/22 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Penny Medlock
Initiator: Kim Taylor
Sponsors:
DOC ID: 3229

Resolution 34-22, a resolution approving a special use permit to allow a general automobile repair establishment to be located at 5798 Ferguson Road, within the "I-O" Wholesale and Warehouse zoning district.

WHEREAS, an application has been made for a Special Use Permit to allow a General Automobile Repair establishment to be located at 5798 Ferguson Road within the "I-O" Wholesale and Warehouse Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "I-O" Wholesale and Warehouse zoning district to operate a General Automobile Repair establishment.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a General Automobile Repair establishment to be located at 5798 Ferguson Road on Tuesday, September 6, 2022, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 25th day of October, 2022, and approved the Special Use Permit to allow a General Automobile Repair establishment to be located at 5798 Ferguson Road, subject to the following conditions:

Engineering Conditions: None

Planning Conditions:

1. The property owner and the applicant shall provide a parking plan, which shows the number of parking spaces for tenants, employees, and customers.
2. The applicant shall not use the parking lot, public street, sidewalk, or way as storage or parking of motor vehicles in connection with the activities of such establishments except for normal parking spaces called in the parking plan (Bartlett Zoning Ordinance, Article VI, Section 8, A).
3. All motor vehicles being handled, stored, or repaired by such establishment shall be maintained in such condition that they may be moved under their own power at any time except such vehicles as may be under repair in the garage (Bartlett Zoning Ordinance Article VI, Section 8, C).
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
5. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a General Automobile Repair establishment to be located at 5798 Ferguson Road, incorporating the above listed conditions, is approved.

ADOPTED THIS 25th DAY OF OCTOBER 2022.

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

A. Keith McDonald, Mayor

Penny Medlock, City Clerk

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Bartlett Planning Commission
Application for Special Use Permit Approval

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Special Use Bombshell Motorcycle Service
Property Address 5798 Ferguson Road
Present Zoning _____
Owner/Developer Contact Charlie Hunter Phone 901-596-5000
Company Name 1430, LLC Fax N/A
Address 4728 Spottswood Ave #196
Email Address homehunter30@gmail.com
Architect Contact Bombshell Motorcycle Service Phone 901-921-3758
Company Name Bombshell Motorcycle Service Fax N/A
Address 2055 Covington Pike Suite B, Memphis, TN 38118
Email Address bombshell.mms@gmail.com
Engineer Contact Bombshell Motorcycle Service Phone 901-921-3758
Company Name Bombshell Motorcycle Service Fax N/A
Address 2055 Covington Pike Suite B, Memphis, TN 38118
Email Address bombshell.mms@gmail.com

Submitted by _____
(printed name) (signature) (date)
Email Address _____ Phone _____ Fax _____

_____ Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

_____ Attach a checked-off "Special Use Permit Checklist" and all items required therein.

_____ Provide 18-folded ($\pm 10"x13"$) sets of plans with a copy of the signed application attached to each set.

_____ Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.

_____ Include a fee with this application (check payable to the City of Bartlett) of \$500 for five (5) acres or less, plus \$50 per acre (after the first five) to a maximum of \$3,000. The fee is not refundable.

I, the property owner(s) hereby authorize the filing of this application

(print name)

(signature)

RECEIVED

AUG 01 2022 (date)

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Special Use Permit Checklist

Plot Plan and Legal Description (each parcel, if more than one)

- ☒ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
 - ☒ Adjoining public street rights-of-way
 - ☒ Area (acres)
 - ☒ Present zoning
 - ☒ Requested special use, including purpose (attach statement, one page maximum)
 - ☒ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - ☒ Drainage
 - ☒ Driveways
 - ☒ Parking area
 - ☒ Buffer planting areas
 - ☒ Type and location of any easements
 - ☒ If Site Plan application and approval are necessary, conformance to Tree Ordinance is required.

- ☒ Other pertinent information as required through staff consultation.
- ☒ Legal description (may be attached to plot plan).
- ☒ One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

- ☒ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.
- ☒ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

- ☒ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.
- ☒ Self-adhesive mailing labels for the list of property owners (two sets).

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

July 28, 2022



Bartlett Planning and
Economic Development Department
3682 Stage Road
PO Box 341148

Bartlett, TN 38134

RE: 5798 Ferguson Road

We are applying for a Special Use Permit for 5798 Ferguson Road for the purpose of relocating our Motorcycle Repair Business. We offer maintenance, repair and upgrades to Motorcycles, 4-Wheeler, and Side by Sides. We do not offer any type of body, paint or repairs that require welding. All vehicles will be dropped off, kept, and picked up by clients inside of the warehouse portion of the business. Therefore, there will be no storing of any vehicles in the parking lot. Our hours of operation are Monday to Saturday 8 am to 5 pm, with no nighttime hours. We believe our company would be an asset to the Bartlett Community so they would not have to drive to questionable parts of town to receive these types of services.

Please feel free to reach out with any additional information you may need.

Respectfully,
Keri Pegg
Steven Adkison

Bombshell Motorcycle Service
2055 Covington Pike Suite B
Memphis, Tn 38128
901-921-3725

Attachment: Bombshell Motorcycle Service SUP 9.6.2022_compressed (3229 : Res. 34-22 SUP General Auto Repair 5798 Ferguson Bombshell



UTILITY NOTE

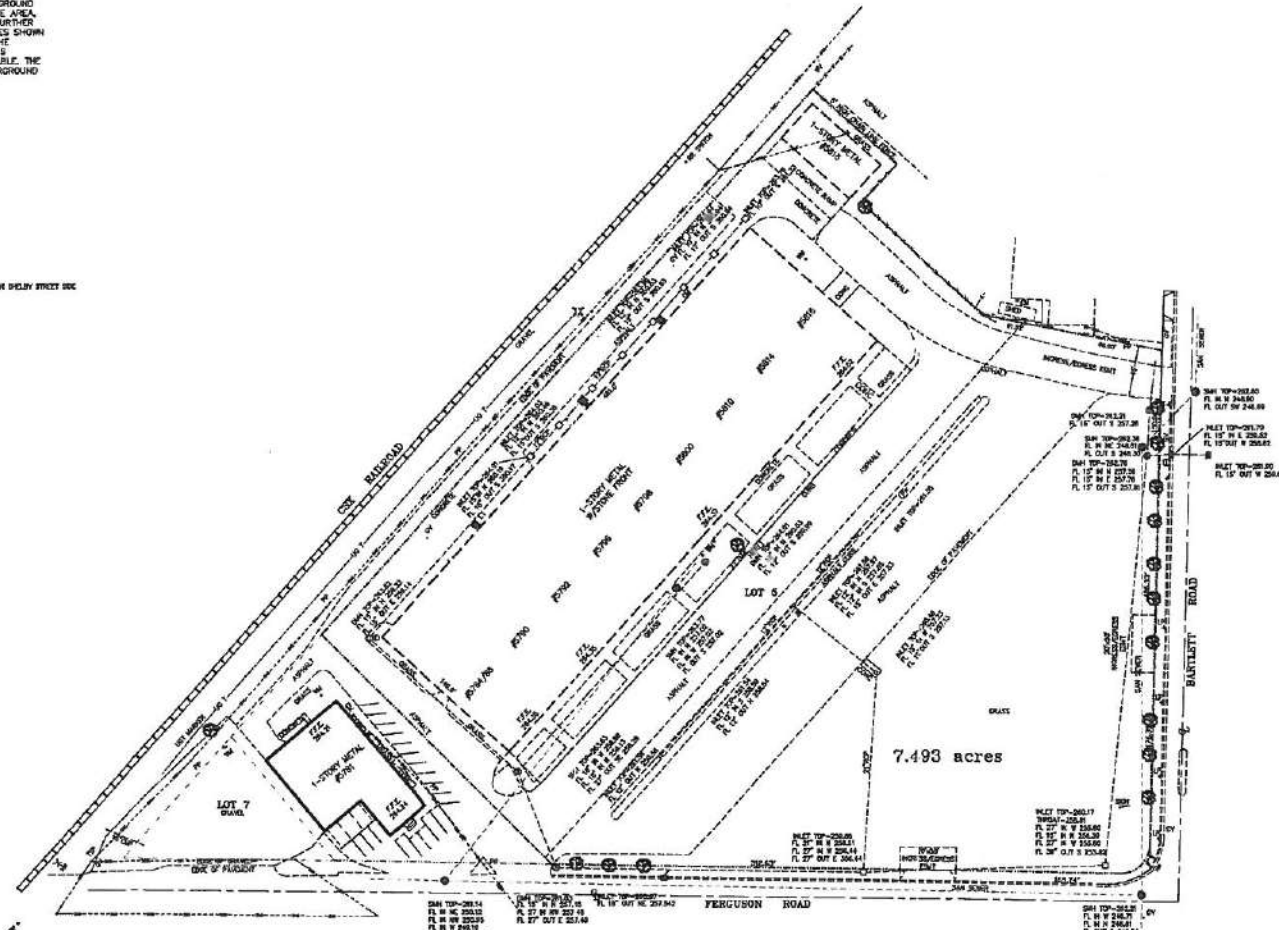
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

LEGEND

- TP POWER POLE
- PP POWER POLE
- TPS TRAFFIC SIGNAL POLE
- EW GAS WATER
- EV GAS VALVE
- WW WATER VALVE
- ET ELECTRICAL TRANSFORMER
- EN ELECTRICAL METER
- EV ELECTRICAL VALVE
- TS TRAFFIC SIGNAL
- SW OTHER SIGNAL
- TS TRAFFIC SIGNAL
- SW OTHER SIGNAL
- US UNDERGROUND GAS
- US UNDERGROUND WATER
- US UNDERGROUND TELEPHONE
- US UNDERGROUND CABLE

T.B.M.:
STATION MARK LOCATED AT STAGE ROAD & DUNSTON STREET
1/4" N.E. CORNER OF INTERSECTION AT BACK OF MAP AT OR ON DUNSTON STREET SIDE
DUNSTON STREET

SITE T.B.M.:
TOP CORNER OF THE PROPERTY LOCATED ON SUBJECT PROPERTY AS SHOWN
DUNSTON STREET



THIS PROPERTY IS NOT LOCATED WITHIN AN AREA
DECLARED AS A "SPECIAL FLOOD HAZARD AREA"
BASED ON COMMUNITY PANEL NUMBER 471 ST000003 G
DATED FEBRUARY 6, 2013.

REVISIONS		
NO.	DESCRIPTION	DATE



SECTION OF ENGINEERING
EXISTING CONDITIONS
N.W. CORNER OF
BARTLETT ROAD AND FERGUSON ROAD,
BARTLETT, TENNESSEE

SURVEY: JACOBSON/ROBERTS
REVISION: TYP
DATE: 12-15-12
SCALE: 1"=40'
REVIEWED BY:
DATE:

BY: JACOBSON/ROBERTS
DATE:

SHEET 2 OF 2

J.R. FERGUSON SUBDIVISION UNRECORDED
5786 FERGUSON ROAD
DEVELOPER: PERFORMANCE PROPERTIES, L.L.C.
ENGINEER: THE GRAY FIRM

For

As a longtime resident of Bartlett, I would like to see a bike shop in our city, where as of now none exists, it would be beneficial to our community, not to mention chamber than going to the dealer to have service done on our motorcycles. I understand that Bombshell Motorcycle Repair wants to open a shop in our city so I'm letting you know that I'm all for it!

Thank you for your time,

Randy and Pamela Sharpe
5429 Brush Everhard Street
Bartlett, TN 38134

For

Good Afternoon,

I am writing you in reference to Bombshell Motorcycle Service's request to open a shop in the City of Bartlett. I am a long time Bartlett resident and would be so happy to have their proposed shop within our city limits. My husband and I both ride motorcycles, along with many of our friends, who are also Bartlett residents, and would love the convenience of having them so close by. I personally don't like leaving Bartlett for anything. We currently take our motorcycles to Bombshell for all of our service needs, and we know the owners personally, they go above and beyond for their customers. I believe we need something like this within the city limits. Please consider approving their request to open shop here within our beautiful city. Thank you for your time.

Sincerely,

Shirley Bledsoe Pannell & Joe Pannell
3023 Crowell Cove
Bartlett, TN 38133

901-229-1544

For

Good morning..I am writing you in regards to having Bombshell Motorcycle Service in Bartlett, Tennessee. As a new Motorcycle owner who lives in Bartlett I feel it would be a great asset to have this Service. There is a great comfort in knowing Bombshell Motorcycle Service is in the Bartlett community for service and safety needs of my motorcycle as well as others. Bombshell's reputation and knowledge of Motorcycle's as well as excellent customer service would be an asset to the Bartlett Community.

Thank you,
Misty Ray
3625 Sunray Cove
Bartlett, TN 38135

For

Jeremy L. Wilson

I was recently told Bombshell motorcycle service was wanting to move to Bartlett and will be going before you on September 6. I just want to take a minute to say I am a long time resident of Bartlett and have known the owner of Bombshell for many years and feel they would be a great fit for the city of Bartlett. They have an excellent reputation and would bring quality service to motorcycle owners at a reasonable price. Thanks for your time.

For

I would like to recommend the business of Bombshell Motorcycle Shop, owner: Steven Adkinson being allowed to operate in Bartlett.

Danny Thompson
3808 Broadway Rd.
Bartlett. 38135

For

Dan Winfield

Having a repair shop in Bartlett would be a blessing, it would be good revenue to the City and serves good purpose to the enthusiasts who require His service!

1430, LLC

AGREEMENT OF LEASE

THIS AGREEMENT is made by and between 1430, LLC and/or assigns, (hereinafter called "Lessor"), and Keri Pegg and/or Steven Adkison with the business of Bombshell Motorcycle Service, hereinafter called (Tenant/Lessee") on this 27th day of July 2022
WITNESSETH:

1. **LEASED PREMISES.** Lessor, in consideration of the rents to be paid and covenants to be performed by Tenant hereunder, hereby leases to Tenant for the term and subject to the covenants and conditions hereinafter set forth, the following described premises, (hereinafter called "the premises"):
5798 Ferguson Rd, Bartlett, TN 38134

2. **TERM.** The term of this lease is (3) three terms. Each term consists of (12) twelve months. It will begin, on the 1st day of October 2022 and ending on the 30th day of September 2025. This term will automatically renew for 1 term unless Lessor or Tenant gives the other party 30 days prior written notice of termination. Lessor at his discretion reserves the right to increase rent at the end of the term depending on the rental market & will provide written notice of any increases at least 30 days prior to the effective date of the increase. ****Lease dates are contingent on special use permit being approved****

Tenant's application and Tenant's representations to Lessor regarding Tenant's employment, credit standing, criminal history, and the persons who are to occupy the premises are an important part of the Lease Agreement, incorporated by reference and made a part hereof. Any misrepresentations, misleading or false statements made by Tenant and/or later discovered by the Lessor will VOID said lease agreement at Lessor's sole election and discretion and shall be cause for a default to exist as in the case of any other monetary or rental default set forth in this lease.

3. **RENT.** Tenant will pay Lessor as rent for the premises during the term of this lease to be paid in installments as follows: \$4500.00 the 1st year \$4750.00 the 2nd year beginning October 1st 2023 & \$5000 the 3rd year beginning October 1, 2024. Each payment shall be due on or before the **1ST day of each month** during the term IN ADVANCE without notice or demand which are expressly waived by the tenant.

A. The above amounts represent the minimum payments to be made and in addition thereto, Lessee will promptly pay to Lessor, as additional rental, any increase in the City, State and County real estate taxes or assessments assessed against the within demised premises and any increase in Lessor's cost for insurance on the demised premises over and above those insurance costs and taxes and assessments assessed against the demised premises for the year 2022. The amount to be paid by Lessee shall be determined by multiplying any increase in such taxes and determined by multiplying any such taxes and cost for insurance on the building of which the demised premises are a part by the ratio which the net rentable square footage of the demised premises bears to the total net rentable square footage of the building included in the base years tax assessments. Lessee shall also pay and be liable for all rental, sales, and use taxes or other similar taxes, if any, as may specifically be imposed on the rental herein, levied or imposed by any City, County, State or other governmental body having authority, such payments to be in addition to all other payments required to be paid concurrently with the payment of the rent upon which the tax is based as set forth above. Lessee shall be billed either annually, semi-annually, or quarterly at the election of Lessor for its proportionate share of the above costs and shall pay for same within thirty (30) days from the date of receipt of such bill. Lessee may be billed in advance based on Lessor's estimate with adjustment to actual costs to be made at the end of an annual period designated by Lessor.

B. Lessee further covenants and agrees to pay to Lessor as additional rent any increases above the Base Year 2022 costs. Lessee's prorate share (as defined hereinafter) of all property tax and property insurance increase as well as the actual costs and expenses of maintenance and operation of the common areas during the Term of this Lease and any extensions thereof. Lessee's pro rate share shall be the ratio, which the demised premises bears to the total net rentable area of the building. Common areas include, without limitation, parking areas, access roads, driveways, common sidewalks, retaining walls, landscaped areas, service areas, management fee, canopy lighting and all other areas, space, equipment, signs and special services provided by Lessor for the common or joint use of the occupants of the building, and their expenses shall mean the total costs and expenses incurred in operating and maintaining the common areas, including without limitation gardening and landscaping, the cost of public liability and property damage, fire, extended coverage, and rental interruption insurance covering the building, cleaning, repairs and replacements, line painting, rental of signs and equipment, lighting and other utilities, sanitary control, pest control, removal of snow, trash, rubbish, and other debris, depreciation of machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking. Lessee shall be billed either annually, semi-annually, or quarterly at the election of Lessor for its proportionate share of above costs and shall pay for same within

1430, LLC

thirty (30) days from the date of receipt of such bill. Lessee may be billed in advance based on Lessor's estimate with adjustment to actual cost to be made at the end of the annual period designated by Lessor. Lessee has the right to audit the records of Lessor relating to such costs and billings.

Each payment should be made payable to 1430, LLC and delivered via U. S. Postal Service to 4728 Spottswood Ave #196, Memphis, TN. 38117 or paid in person 5798 Ferguson Rd. Bartlett, TN 38134.

4. LATE CHARGES. Each monthly rent payment is to be made to the Lessor on or before the first (1st) day of each month in advance. Should Tenant fail to deliver said rent by the fifth (5th) day of the month. Lessee agrees that a TEN(10%) PERCENT LATE PENALTY will be added to the monthly installment if payment in full is not physically received by the 5th of the month. IT IS EXPRESSLY UNDERSTOOD THAT THE LESSOR WILL NOT MAKE ARRANGEMENTS TO MEET LESSEE FOR RECEIPT OF PAYMENT. LESSOR WILL ONLY ACCEPT PAYMENT BY MAIL OR LESSEE MAY BRING PAYMENT TO LESSOR'S PLACE OF BUSINESS FROM 9AM-5PM. Payment will be considered late if the bank fails to honor Tenant's check. Tenant also agrees to pay lessor a THIRTY-FIVE (\$35.00) DOLLAR charge for each check deemed non-negotiable by the Tenant's commercial bank along with late fees. If Lessor receives 2 non-negotiable checks during the term of a lease, Tenant understands that only MONEY ORDER or CERTIFIED checks will be accepted. Tenant fully understands and agrees to waive all right to notice under this lease agreement as to the payment of and/or the default in the tendering of any payment due to the Lessor. In addition, Tenant will pay all fees and costs, including reasonable attorney's fees, associated with eviction proceedings against the Tenant or other legal actions necessary to enforce the terms of this lease.

5. SECURITY DEPOSIT. Upon execution of this lease, Tenant will pay Lessor as security deposit the amount of \$4500.00 as security for faithful performance of the terms of this lease. This deposit, minus any expense for damages to the property, will be refunded when the lease expires pending faithful performance of the terms of this lease. If applicable, please provide current address for refund & allow up to 8 weeks before contacting Lessor. THIS DEPOSIT IS NON REFUNDABLE IF THE TENANT DOES NOT MOVE IN AFTER THE SIGNING OF THE LEASE -- as same shall be applied to the costs and expenses incurred by the Lessor associated with the signing of the Lease and taking the leased premises off of the market in favor of the Tenant.

6. UTILITIES. Lessee will be responsible for their own utilities from MLGW , cable/internet & security.

7. FURNITURE/ APPLIANCES. Any furniture/ appliances provided by the Lessor are the property of the Lessor. However, replacement and repair of said furniture/ appliances are the responsibility of the Tenant. Tenant agrees that the following furniture/ appliances are currently on the premises and are in working order NA. Lessor will give a \$ 0.00 allowance to the Tenant for the purchase of appliances. Any property bought with this allowance will be the property of the Lessor.

8. CONDITION OF PREMISES. All systems are believed to be operational, but are not warranted. Tenant has inspected the premises and agrees to lease said premises "as-is". Tenant shall not use or permit anything upon said premises that will invalidate the insurance of the premises or increase the rate thereof, or in any manner deface or injure the premises or any part thereof, or overload the floors, or permit any objectionable noise or odor to escape, or to permit or create a nuisance or to disturb any neighbors, or in any way to injure the reputation of the premises. Tenant shall comply with all governmental, health, and police requirements and regulations respecting said premises. Tenant agrees that the premises shall be used only as business residence and no part of same shall be used for persona purposes or activities. **** Landlord to leave 2 sections of racks (one on each side)**

9. ALTERATIONS *It is agreed that tenant can make improvements to the property at their own expense but the improvements must be left when the tenant vacates & all plans have to be approved by the owner.*

10. REPAIRS Landlord shall not be required to make improvements, replacements or repairs of any kind except those set forth in this section. Landlord shall maintain only the roof, foundation, structural components including exterior walls, parking and common areas, downspouts, fire sprinkler system, landscaping, lawn maintenance or lawr sprinkler systems, parking lot striping & painting., Tenant at its sole cost and expense shall maintain, repair & replace all other parts of the leased premises. This includes heating ventilating and air conditioning systems, trash pick up & pes control. **See Addendum 1**

Attachment: Bombshell Motorcycle Service SUP 9.6.2022_compressed (3229 : Res. 34-22 SUP General Auto Repair 5798 Ferguson Bombshell

1430, LLC

11. PETS. The Tenant agrees to and understands that NO PETS are to reside or occupy premises. If lessor discovers any pet to be occupying or residing on the premise at any time, Lessor reserves the right to immediately cancel the terms of the lease and give notice for Tenant to vacate the premises.

12. USE OF THE PREMISES. Tenant will not commit or suffer any waste in the premises, use the premises or permit them to be used for any unlawful purpose or any dangerous, obnoxious or offensive activity or cause or maintain any nuisance in the premises. At the end of the term of this lease, Tenant will deliver up the premises in as good an order and condition as they now are, reasonable use and ordinary wear and tear thereof excepted. Any alterations, which are of a permanent nature shall become the property of the Lessor and remain with the Premises.

13. PARKING. The term "impoundment" is defined as removing a vehicle from a private parking or adjacent street, alley, highway, or thoroughfare to the nearest garage or other place of safety or to a garage designed to be maintained by the police department or otherwise maintained by an appropriate law enforcement agency. Tenant hereby authorizes Lessor to impound any vehicle if said vehicle has been left parked for a period of seven (7) days without current registration, identification, or upon Tenant's failure to give notice to Lessor in writing of his right, title, or interest in said vehicle. Further, Tenant hereby authorizes Lessor to impound any vehicle WITHOUT NOTICE that is parked in or upon the front, back, or side premises more than seven (7) days. Lessor reserves the right to limit the number of vehicles, boats, or trailers which lessee may park or store upon the premises. Tenant is allowed to park or store only those vehicles, boats, and trailers shown in Tenant's application without any further consent from Lessor. The owner of the vehicle may make application to take possession of his vehicle and remove said vehicle from a place to which it has been stored by paying the costs or removing the vehicle, plus the accrued towing and storage charges. **TENANT EXPRESSLY AGREES NOT TO PARK OR STORE ANY VEHICLES, BOATS, OR TRAILERS IN THE FRONT, BACK, OR SIDE YARDS OF THE PREMISES AND NOT TO ALLOW ANYONE ELSE TO DO SO. LESSEE FURTHER AGREES THAT ALL VEHICLES MUST BE PARKED OR STORED IN THE DESIGNATED PARKING LOT**

14. NONASSIGNMENT AGREEMENT. Tenant shall not assign this agreement, nor sublet the premises in part or in whole, without prior written permission from the Lessor. Lessor reserves the right to charge an additional fee in return for permitting assignment of this contract or sublet by the Tenant. Tenant will not permit the Premises to be used for any purpose other than that of a private residential dwelling.

15. DAMAGES Any damages done to property will be replaced by the tenant if misuse of the property occurs. Lessor or Lessor's agent shall have the right to inspect the premises at any time subject to rights of residential Tenants. Should it be determined that any of the above conditions are not being met; written notice will be given to the Tenant to make the necessary changes. If the changes are not made within a reasonable time, but not more than 10 days, Lessor shall have the option of making the changes and/or canceling the lease. Should the Lessor make the required changes, Tenant agrees to pay for the cost of the changes plus 10% for servicing fee. Such payment shall be made to Lessor within thirty (30) days after a bill is submitted to Tenant.

16. INSURANCE. Tenant agrees to purchase insurance at Tenant's expense sufficient to protect Tenant and Tenant's property against fire, theft, burglary, breakage, and all other hazards and providing personal liability (bodily injury and property damage) coverage with a limit of not less than \$100,000 each occurrence & naming Lessor as additional covered.. Tenant agrees to indemnify and hold Lessor harmless from all liability, damage or expense incurred by Lessor as a result of death or injury to persons, or damage to property, including the premises, where this Lease Agreement required the Tenant to procure insurance for said liability, damage or expense, but the Tenant failed to do so. Tenant understands that any insurance policy carried by the Lessor covers damage to the premises only, and acknowledges that neither Lessor nor Lessor's insurance provider is liable for any loss of Tenant's personal property. ****Tenants base year is 2022, any increase overage will be due from the tenant upon demand.**

17. DEFAULT. In the event that: (a) the rent or any part thereof remains unpaid for five (5) days after it becomes due, (b) Tenant's interest therein is sold under execution or other legal process; (c) Tenant makes an assignment for the benefit of creditors; (d) a receiver or trustee is appointed for the property of Tenant; or (e) Tenant fails to keep any of the other covenants of this lease, it will be lawful for Lessor to re-enter and repossess the premises. Said repossession shall not release the Tenant from his/her obligation to make payments for the remaining term of this lease. Failure of the Lessor to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect.

1430, LLC

The following events shall be deemed to be events of default by Tenant under this lease:

1. Tenant shall fail to pay any installment of rental or any other expense demanded by Landlord as herein provided and such failure shall continue for a period of five (5) days.
2. Tenant shall fail to comply with any term, provision or covenant of this lease, other than the payment of rental or expenses demanded by Landlord and shall not cure such failure within ten (10) days after written notice thereof to Tenant.
3. Tenant or any guarantor of Tenant's obligations under this lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
4. Tenant or any guarantor of Tenant's obligations under this lease shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations under this lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligations under this lease.
5. A receiver or Trustee shall be appointed for all Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations under this lease.
6. Tenant shall desert or vacate any portion of the Demised Premises.
7. Tenant shall do no or permit to be done anything which creates a lien upon the Demised Premises.
8. The Business operated by Tenant shall be closed for any reason, including, the failure to pay and State sales tax as required or for any other reason.

Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies IF NOT CURED AFTER 10 DAYS WRITTEN NOTICE, EXCEPT FOR DEFAULT OF NONPAYMENT OF RENT OR ANY OTHER MONETARY OBLIGATION for which no other notice or demand shall be required, and same is expressly waived hereby, with time being expressly made of the essence:

1. Terminate this lease in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which he may have for possession or arrearage in rental, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force (if necessary) without being liable for prosecution or any claim of damages therefor.
2. Enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor with or without having terminated the lease.
3. Enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damage therefor, and do whatever Tenant is obligated to do under the terms of this lease and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in this effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action.

18. QUIET ENJOYMENT. Lessor agrees that if Tenant pays the rents and keeps and performs the covenants of this lease on the part of Tenant to be kept and performed, Tenant will peaceably and quietly hold the premises during the term hereof without any hindrance, ejection or molestation by Lessor or any person lawfully claiming under Lessor.

19. BINDING EFFECT. This lease and the agreements of Lessor and Tenant contained herein shall be binding upon and inure to the benefit of heirs, executors, administrators, successors and assigns of the respective parties.

1430, LLC

20. HOLD HARMLESS AGREEMENT. Tenant agrees to hold Lessor and Lessor's agents harmless and indemnify against all liability, including liability arising from death or injury to person or property, resulting from accident, injury, or property damage occurring on premises, whether said accident, injury, or damage occurs to the person or property of the Tenant, Tenant's guests, or other persons on the premises. Tenant will hold the Lessor and the Lessor's agents free from harm, litigation, and/or claims from any and all persons arising from work or repairs performed on the premises.

21. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties, and no agreement or oral representations or statements shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

22. CHOICE OF LAW: This agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

TENANT HAS READ AND UNDERSTOOD THIS AGREEMENT, HAS RECEIVED A COPY OF THIS AGREEMENT, AND BOTH LESSOR AND TENANT BY THEIR SIGNATURES HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

IN WITNESS WHEREOF, Lessor and Tenant have executed this agreement on the 14th day of June 2022.

Signed and acknowledged in the presence of:

DocuSigned by:

Keri Pegg

(Tenant)

Steven Addison

(Tenant)

DocuSigned by:

Charlie Hunter

BY: 1430, LLC by:

(Lessor)

Attachment: Bombshell Motorcycle Service SUP 9.6.2022_compressed (3229 : Res. 34-22 SUP General Auto Repair 5798 Ferguson Bombshell

APOSTOLIC PENTECOSTAL TEMPLE
2774 BARTLETT BLVD #
BARTLETT TN 38134

BARTLETT BODY SHOP INC
5775 STAGE RD #
MEMPHIS TN 38134

1430 LLC
5810 SHELBY OAKS DR #B
BARTLETT TN 38134

BARTLETT CITY OF
6400 STAGE RD #
MEMPHIS TN 38134

DMB HOLDING 1 LLC
4198 LOCH MEADE DR #
LAKE LAND TN 38002

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
BARTLETT TN 38134

WELLS RICHARD M & BARBARA G
4101 NE WATERVIEW TER #
BENTONVILLE AR 72712

WELLS RICHARD M & BARBARA G
4101 NE WATERVIEW TER #
BENTONVILLE AR 72712

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

CITY OF BARTLETT
6400 STAGE RD #
BARTLETT TN 38134

MCHANN AND ANGLIN PROPERTIES LLC
4039 OLD GETWELL RD #
MEMPHIS TN 38118

JACKSON DAVID
139 CYPRESS CREEK RD #
LINDEN TN 37096

GREGORY REALTY GP
310 GERMANTOWN BEND CV #
CORDOVA TN 38013

WELLS RICHARD & BARBARA G
4101 NE WATERVIEW TER #
BENTONVILLE AR 72712

GUIZLO RICHARD E JR
2755 BARTLETT BLVD #
MEMPHIS TN 38134

JASKCO PROPERTIES LLC
9245 POPLAR AVE #5-326
GERMANTOWN TN 38138

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

1430 LLO
5810 SHELBY OAKS DR #B
BARTLETT TN 38134

CLC FAMILY ENTERPRISES LLC
5712 STAGE RD #
BARTLETT TN 38134

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
MEMPHIS TN 38134

WELLS RICHARD M & BARBARA G
4101 NE WATERVIEW TER #
BENTONVILLE AR 72712

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

BARTLETT CITY BOARD OF EDUCATION
5650 WOODLAWN ST #
BARTLETT TN 38134

KAAM INVESTMENTS LLC
8104 CAMBURY CV W
GERMANTOWN TN 38138

CAIN MALCUM D & JUANITA
5717 HOOD AVE #
MEMPHIS TN 38134

POMMER JUNE G AND PAUL S POMMER (RS)
PO BOX 280091 #
MEMPHIS TN 38168

INTO THE FUTURE LLC
5747 STAGE RD #
BARTLETT TN 38134

SHELBY COUNTY TAX SALE 16.62
PO BOX 2751 #
MEMPHIS TN 38101

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

FOUR SALE INVESTMENTS LLC
6510 STAGE RD #
MEMPHIS TN 38184

WELLS RICHARD & BARBARA G
4101 NE WATERVIEW TER #
BENTONVILLE AR 72712

FIELDS ANTHONY J
2680 BARTLETT BLVD #
MEMPHIS TN 38134

BARTLETT CITY BOARD OF EDUCATION
5705 STAGE RD #
BARTLETT TN 38134

SOUTH WILLETT
PO BOX 171247 #
MEMPHIS TN 38187

KELLEY TIMOTHY N & CAROLINE
2677 LARCH TRAIL DR #
MEMPHIS TN 38134

SPILLER LARRY AND GAIL SPILLER TRUST
3600 SPILLER RD #
NUTBUSH TN 38063

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

BARTLETT CITY OF
6400 STAGE RD #
MEMPHIS TN 38134

SPILLER LARRY AND GAIL SPILLER TRUST
3600 SPILLER RD #
NUTBUSH TN 38063

CSX TRANSPORTATION INC
500 WATER ST #
JACKSONVILLE FL 32202

RICH CHARLES E AND TRACEY P RICH (RS)
2850 BARTLETT RD #
MEMPHIS TN 38134

BUTLER PROPERTIES LLC
5106 CHARLOTTE CIR N
MEMPHIS TN 38117

YUSUF UMAR
8376 WINDERSVILLE DR #
BARTLETT TN 38133

YIDA PROPERTY MANAGEMENT
9699 LEEWARD SLOPES DR #
ARLINGTON TN 38002

PRICE FAMILY TRUST (THE)
4314 GARNER PL #
BARTLETT TN 38135

TART VICKIE S
3707 DOE VALLEY CV #
BARTLETT TN 38135

FILSINGER JONNY & ANNE
4009 LIGHTHOUSE CV #
ARLINGTON TN 38002

HIGDON ALAN
2928 COURT ST #
BARTLETT TN 38134

GUTHRIE BRADFORD
2845 BARTLETT RD #
BARTLETT TN 38134

MORA SERGIO R & DORA G REYES
2788 BARTLETT RD
BARTLETT TN 38134

HIGDON ALAN
2928 COURT ST #
BARTLETT TN 38134

YUSUF UMAR
8376 WINDERSVILLE DR #
BARTLETT TN 38133

FRANK AND FRANK LLC
500 CORSAIR DR
NORTH PALM BEACH FL 33408

HIGDON ALAN
2928 COURT ST #
BARTLETT TN 38134

KAAM INVESTMENTS LLC
8104 CAMBURY CV W
GERMANTOWN TN 38138

KOSTEN ALAN L AND SUSAN M KOSTEN LIVING
2025 MILLER FARMS RD #
GERMANTOWN TN 38138

LIM KHOIK C & LORREAN
5960 BARRENTINE DR #
BARTLETT TN 38134

FIRST BAPTIST CHURCH OF BARTLETT TN
PO BOX 34337 #
MEMPHIS TN 38184

FIRST NATIONAL BK MEMPHIS
1755 LYNNFIELD RD #D
MEMPHIS TN 38119

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
BARTLETT TN 38134

LIVINGSTON JEFFERY
2878 BARTLETT RD #
MEMPHIS TN 38134

PALMER JAMES & NATAKI
5902 IVANHOE RD #
BARTLETT TN 38134

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

1430 LLC
5810 SHELBY OAKS DR #B
BARTLETT TN 38134

WHITE JAKE N & CAROL SUE
5908 IVANHOE RD #
MEMPHIS TN 38134

RIEGER SHARIL & THOMAS M ARNDT
5920 IVANHOE RD #
MEMPHIS TN 38134

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

TOWN OF BARTLETT
GENERAL DELIVERY #
MEMPHIS TN 38101

FRYER ROBERT R & EVA P
5930 IVANHOE RD #
BARTLETT TN 38134

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

DAMON-MARCUS COMPANY
5871 STAGE RD #
MEMPHIS TN 38134

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

QUINN JAMES K & CRANDALL
2943 SYCAMORE VIEW RD #
BARTLETT TN 38134

CATES TOLBERT IV
2665 LARCH TRAIL DR #
BARTLETT TN 38134

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

QUINN JAMES K & CRANDALL B
2943 SYCAMORE VIEW RD #
MEMPHIS TN 38134

PHELPS LAWRENCE O & JOAN M
5862 SWEET OAK CV #
BARTLETT TN 38134

CLIFTON JOHN CJR
3200 CLAY POND DR #
OAKLAND TN 38060

MILLIKIN ROBERT H
2923 SYCAMORE VIEW #
BARTLETT TN 38134

CARR JOHN R & CAROL R
2944 SYCAMORE VIEW #
MEMPHIS TN 38134

HASTINGS FAMILY TRUST
5675 HILLTOP RD #
MEMPHIS TN 38135

MASON LEONARD E & SHIRLEY K
2678 LARCH TRAIL DR #
MEMPHIS TN 38134

MCHANN AND ANGLIN PROPERTIES LLC
4039 OLD GETWELL RD #
MEMPHIS TN 38116

FRANKLIN PAVELAR AND ANTHONY FRANKLIN
5882 FERGUSON RD #
MEMPHIS TN 38134

GUTHRIE WILLIAM B III
5813 LEISURE LN #
BARTLETT TN 38134

SOUTH WILLETT
PO BOX 171247 #
MEMPHIS TN 38187

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

FOUR SALE INVESTMENTS LLC
6510 STAGE RD #
BARTLETT TN 38134

DAMON-MARCUS COMPANY
5781 BARTLETT-STAGE RD #
MEMPHIS TN 38134

BAH MOHAMMED & KADIJATUH
10376 BUCKLEY BRIAR LN #
COLLIERVILLE TN 38017

SHUBH LABH LLC
30 HARDIN DOCK RD #
COUNCE TN 38326

BARTLETT CITY BOARD OF EDUCATION
5705 STAGE RD #
BARTLETT TN 38134

SOUTH CENTRAL BELL TEL CO
PO BOX 532 #
BIRMINGHAM AL 35201

MEMPHIS CITY EMPLOYEES CREDIT UNION
2686 MOUNT MORIAH TER #
MEMPHIS TN 38115

INTO THE FUTURE LLC
5747 STAGE RD #
BARTLETT TN 38134

B&R PROPERTIES-MEMPHIS LLC
756 RIDGE LAKE BLVD #110
MEMPHIS TN 38120

ELDAHAN TAMER AND MOHAMED T ELDAHAN
3640 SUMMERDALE RD #204
BARTLETT TN 38133

LIGHTMAN MICHAEL A
5100 POPLAR AVE #2607
MEMPHIS TN 38137

B0156 00539 - APOSTOLIC PENTECOSTAL TEMPLE
B0156 00601 - BARTLETT CITY OF
B0156 00525 - WELLS RICHARD M & BARBARA G
B0156 00218 - CITY OF BARTLETT
B0156 00257C - GREGORY REALTY GP
B0156 00521 - CLC FAMILY ENTERPRISES LLC
B0156 00526 - WELLS RICHARD M & BARBARA L
B0156 00531 - KAAM INVESTMENTS LLC
B0156 00652 - INTO THE FUTURE LLC
B0156 00323 - BARTLETT BODY SHOP INC
B0156 00324 - DMB HOLDING 1 LLC
B0156 00565 - WELLS RICHARD M & BARBARA G
B0156 00545 - MCHANN AND ANGLIN PROPERTIES LLC
B0156 00574 - WELLS RICHARD & BARBARA G
B0156 00304C - HASTINGS FAMILY TRUST
B0156 00311 - HASTINGS FAMILY TRUST
B0156 00310 - HASTINGS FAMILY TRUST
B0156 00306 - CAIN MALCUM D & JUANITA
B0156 00536 - SHELBY COUNTY TAX SALE 16.02
B0156 00303 - 1430 LLC
B0156 00570 - HASTINGS FAMILY TRUST
B0156 00318 - JACKSON DAVID
B0156 00532 - GUIZLO RICHARD E JR
B0156 00303Z - 1430 LLC
B0156 00606 - BARTLETT CITY BOARD OF EDUCATION

B0156 00420 - POMMER JUNE G AND PAUL S POMMER (RS)
B0156 00421 - BARTLETT CITY OF
B0156 00602 - BARTLETT CITY OF
B0156 00217C - CARR JOHN R & CAROL R
B0156 00559 - MCHANN AND ANGLIN PROPERTIES LLC
B0156 00564 - SOUTH WILLETT
B0156 00296C - LIVINGSTON JEFFERY
B0156 00302 - 1430 LLC
B0156 00308C - HASTINGS FAMILY TRUST
B0156 00307C - HASTINGS FAMILY TRUST
B0156 00305 - HASTINGS FAMILY TRUST
B0156 00312 - HASTINGS FAMILY TRUST
B0156 00537 - CLIFTON JOHN C JR
B0156 00314 - HASTINGS FAMILY TRUST
B0156 00313 - FRANKLIN PAMELA R AND ANTHONY I FRANKLIN
B0156 00420Z - BARTLETT CITY OF
B0156 00558 - DAMON-MARCUS COMPANY
B0156 00281 - QUINN JAMES K & CRANDALL
B0156 00300 - GUTHRIE WILLIAM B III
B0156 00329C - BARTLETT CITY BOARD OF EDUCATION
B0156 00542 - BUTLER PROPERTIES LLC
B0156 00535 - PRICE FAMILY TRUST (THE)
B0156 00644 - HIGDON ALAN
B0156 00645 - HIGDON ALAN
B0156 00582 - LIM KHOIK C & LORREAN

B0156 00573C - WELLS RICHARD & BARBARA G
B0156 00562 - SOUTH WILLETT
B0156 00563 - BARTLETT CITY OF
B0156 00561 - CSX TRANSPORTATION INC
B0156 00568 - YUSUF UMAR
B0156 00569 - TART VICKIE S
B0156 00566 - GUTHRIE BRADFORD
B0156 00567 - YUSUF UMAR
B0156 00290C - KAAM INVESTMENTS LLC
B0156 00632 - RICH CHARLES E AND TRACEY P RICH (RS)
B0156 00294 - YIDA PROPERTY MANAGEMENT
B0156 00549C - FILSINGER JONNY & ANNE
B0156 00540C - MORA SERGIO R & DORA G REYES
B0156 00550 - FRANK AND FRANK LLC
B0156 00533C - KOSTEN ALAN L AND SUSAN M KOSTEN LIVING
B0156 00544C - DAMON-MARCUS COMPANY
B0156 00560C - BAH MOHAMMED & KADIJATUH
B0156 00578 - SHUBH LABH LLC
B0156 00579 - BARTLETT CITY BOARD OF EDUCATION
B0156 00334 - SOUTH CENTRAL BELL TEL CO
B0156 00651 - MEMPHIS CITY EMPLOYEES CREDIT UNION
B0156 00650 - INTO THE FUTURE LLC
B0156 00538 - B&R PROPERTIES-MEMPHIS LLC
B0156 00600 - ELDAHAN TAMER AND MOHAMED T ELDAHAN
B0157 00687 - LIGHTMAN MICHAEL A

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/25/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Ellendale Baptist Church Fall Festival.



**APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425**

3861 Broadway Rd. 38135
Address Zip Code

October 30 4:00 pm - 6:00 pm
Dates of the Event Hours of the Event

Fall Festival
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Ellendale Baptist Church
Property Owner

Stuart McCollough 3632 Oak Rd 38135
Special Event Permit Applicant Address of Applicant

901 438.1020
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

☐ Letter of Permission

☒ Insurance

☐ Tents (Fire Retardant letter included)

☒ Special Event Checklist

☒ Map

☒ Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee

\$ 2% Credit Card Fee

\$ Total Permit Fee

Stuart McCollough 10.4.22
Responsible Person Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: Fall Festival
 Location: 3861 Broadway
 Dates: 10-30-2022

Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
|---|---|

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

- | | |
|---|--|
| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			X	<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2			X	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4			X	<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5			X	The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6			X	The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			X	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8			X	Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9			X	<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			X	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13			X	<i>Traffic circulation.</i> The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15			X	<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16			X	<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17			X	<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18			X	<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19			X	<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			X	<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21	X		X	<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22		X	Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days** prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	
31				Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	✓			Description of the site on which the proposed event is to be held.	
33	✓			Date of the proposed event.	
34				A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35	✓			A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36			✓	Location and number of proposed temporary public toilets.	
37			✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38				Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41			An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



TNBAREB-02

7.1.a

DATE (MM/DD/YYYY)

10/6/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James Greene & Associates, Inc. 275 West Kiehl Ave Sherwood, AR 72120	CONTACT NAME: PHONE (A/C, No, Ext): (800) 422-3384 E-MAIL ADDRESS: customerservice@jamesgreeneins.com FAX (A/C, No): (800) 604-1401
INSURED Ellendale Baptist Church, Inc. PO Box 487 Ellendale, TN 38029	INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13528

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			41MLA0496576	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HIRED NON OWNED \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fall Festival on 10/30/22

CERTIFICATE HOLDER

CANCELLATION

Confirmation of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022

50 ft



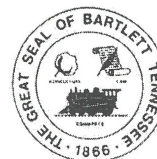
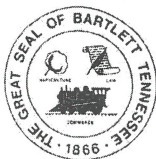
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/25/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Mountain Bike Race-12 Hours of Stank.



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

Nesbit Park, 5760 Yale Rd

Address

38135

Zip Code

November 19, 2022

Dates of the Event

8:00 AM - 9:00 PM

Hours of the Event

Mountain Bike Race

Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett (12 Hours of Stunt)

Property Owner

Stumpy Creek Cycling 3539 Lily Lane, Memphis TN 38111

Special Event Permit Applicant

Address of Applicant

901-356-1465

Phone Number

Fax Number

Check all items that apply:

For information call (901) 385-6425.

State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

☒ Letter of Permission

☒ Insurance

☐ Tents (Fire Retardant letter included)

☒ Special Event Checklist

☒ Map

☐ Sign or Banner

\$60.00

Special Event Fee

\$4.00

Permit Issuing Fee

\$

2% Credit Card Fee

\$

64.00

Total Permit Fee

Kris Whitson Kris Whitson

Responsible Person

10-6-22

Date

****Notify building department 10 days prior to Special Event to be held unless it is a Public Attraction which requires approval from the Board of Mayor & Aldermen.****

APPROVAL

This application is not a permit and grants no rights or privileges.

Special Event Checklist

Event: 12 Hours of Stank
 Location: Nesbit Park (Stony Creek Trail)
 Dates: 11-19-22 9 AM to 9 PM

Type of special event: (Check one.)

- | | |
|---|---|
| <p>☐ <i>Type 1: Noncommercial Events.</i> Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.</p> <p>☐ <i>Type 2: Special Seasonal Events.</i> Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.</p> | <p>☐ <i>Type 3: Commercial Events.</i> Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.</p> <p>☒ <i>Type 4: Public Attractions.</i> Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. Requires approval by the Board of Mayor and Aldermen.</p> |
|---|---|

Exempt events: (If any of these apply, the special event is exempt from the permit requirement.)

- | | |
|---|--|
| <p>☐ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☐ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☐ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|---|--|

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			X	<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
2			X	For all special events that require the use of public right-of-way, the permit granted shall clearly specify the streets to be used for the event and the time that the streets will be closed, if applicable.	
3			X	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		X		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7			X	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		X		<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			X	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

	Sub- mitted ✓ or X	OK	N/A		Comments
12			X	Type 3 outdoor sales at a specific location may be permitted only as follows: a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.	
13		X		Traffic circulation. The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.	
14			X	Street closings. The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		X		<i>Fire safety.</i> The fire department shall be consulted for the following requirements and inspection, as necessary. a. Fire lanes a minimum of 20 feet in width and 12 feet in height or as otherwise approved by the Fire Chief must be provided in order to allow Fire Department access within 150 feet of all structures and on at least two sides of all two-story structures within 500 feet of the location of the special event. b. All fire hydrants in the area of the special event must be left with five (5) feet of clearance on all sides and shall be accessible from the fire lanes that are designated with the event. c. No open fires shall be permitted unless advance approval is obtained from the Fire Department. d. Fire extinguishers shall be available as determined by the Fire Chief. e. Temporary electrical wiring for the special event shall be installed in accordance with the requirements of the National Electrical Code. f. Tents shall comply with the Fire Code and applicable building codes. g. Exit signs and proper exiting aisles shall be provided in temporary special event structures.	
16		X		<i>Off-street parking.</i> The event shall not create a parking shortage for any other use. All off-street parking surfaces used for the special event shall be concrete or asphalt.	
17		X		<i>Public conveniences and litter control.</i> Adequate on-site rest room facilities and solid waste containers shall be provided. The applicant shall calculate the demand for such facilities and specify how the need will be addressed.	
18		X		<i>Nuisances.</i> The special event shall not generate excessive noise, dust, smoke, glare, spillover lighting or other forms of environmental or visual pollution.	

	Sub- mitted ✓ or X	OK	N/A		Comments
19			X	<i>Area of parking lot dedicated to outdoor special events.</i> a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.	
20			X	<i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	
21		X		<i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.	

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A	•	Comments
22			Limitations on signs.	
23			Temporary arrangements for parking and traffic circulation.	
24			Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25			Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26			The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	
27			The provision of traffic control or security personnel to ensure the public safety and convenience.	
28			Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

A complete application shall be submitted to the Permitting Official at least **ten (10) days** prior to the requested start date of any special event.

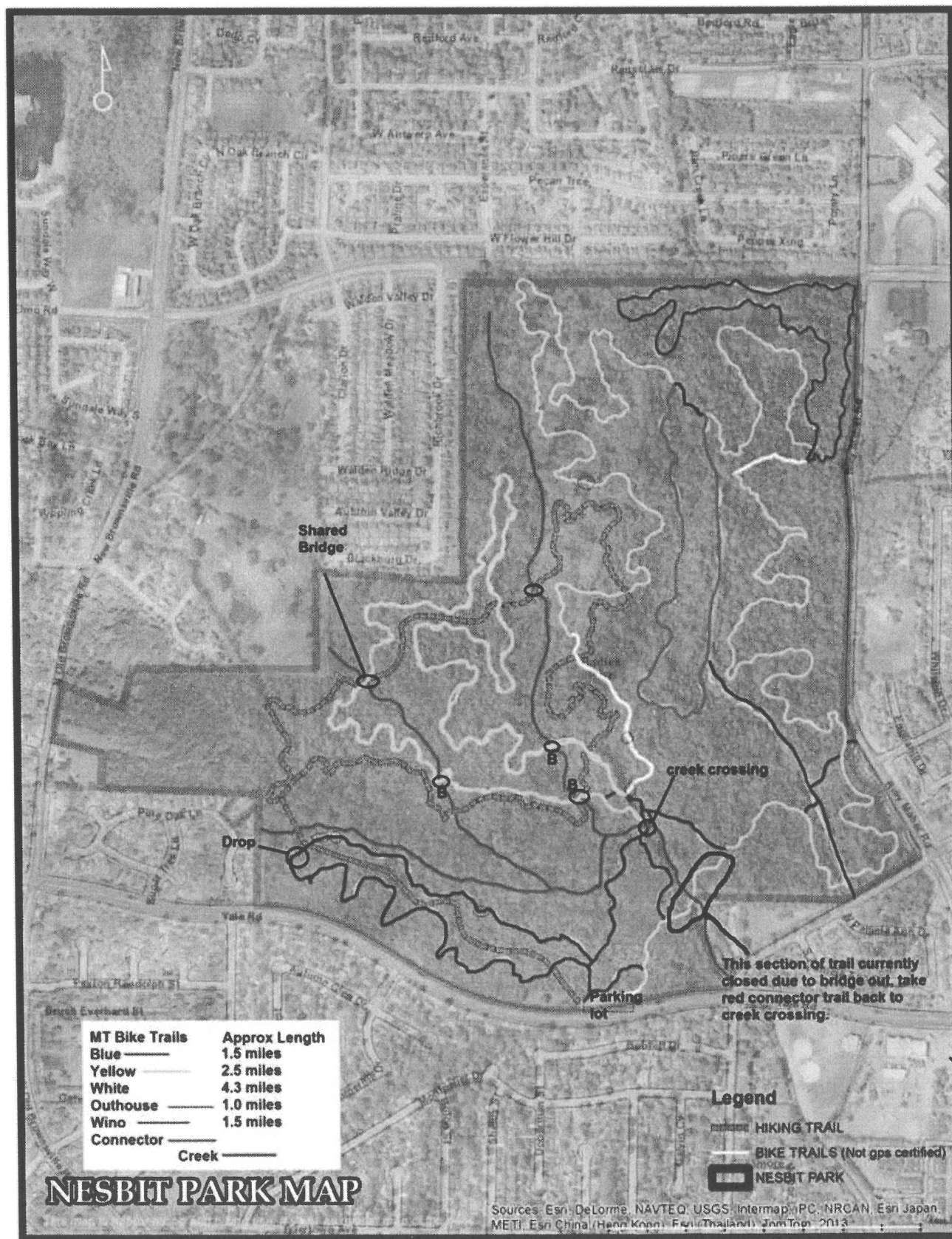
The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant.	
30				Names and address of the owner of the premises on which the proposed event is to be held.	
31				Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32				Description of the site on which the proposed event is to be held.	
33				Date of the proposed event.	
34				A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35				A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36				Location and number of proposed temporary public toilets.	
37				Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38				Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39			A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40			The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41			An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42			The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43			b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44			c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45			d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



Attachment: 5760 YALE RD-MOUNTAIN BIKE RACE-2022 (3228 : Mountain Bike Race)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138		CONTACT NAME: Megan Stanley PHONE (A/C, No, Ext): (641) 842-2135 E-MAIL ADDRESS: meg@mckayinsagency.com FAX (A/C, No): (641) 828-2013	
INSURED Silent Sports Association - MBR Stanky Creek Cycling 3539 Lily Lane Memphis TN 38111		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Gerber Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 70939	

COVERAGES **CERTIFICATE NUMBER:** CL22101062176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Event	N	N	3607AH010099-5	11/19/2022	11/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Excess \$25,000 Deductible \$250
B	Accident Medical			15-070944-22	11/19/2022	11/20/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

12 Hours of Stank Mountain Bike Race: November 19, 2022. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

City of Bartlett 6400 State Rd Bartlett TN 38134
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved



CERTIFICATE OF LIABILITY INSURANCE

7.2.a

DATE (MM/DD/YYYY)
10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138		CONTACT NAME: Megan Stanley PHONE (A/C, No, Ext): (641) 842-2135 E-MAIL ADDRESS: meg@mckayinsagency.com FAX (A/C, No): (641) 828-2013	
INSURED Silent Sports Association - MBR Stanky Creek Cycling 3539 Lily Lane Memphis TN 38111		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Gerber Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 70939	

COVERAGES**CERTIFICATE NUMBER:** CL22101062176**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Event			3607AH010099-5	11/19/2022	11/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			15-070944-22	11/19/2022	11/20/2022	Excess \$25,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

12 Hours of Stank Mountain Bike Race: November 19, 2022. 85 participants. 10 volunteers. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER**CANCELLATION**

Stanky Creek Cycling 3539 Lily Lane Memphis TN 38111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138		CONTACT NAME: Megan Stanley PHONE (A/C, No, Ext): (641) 842-2135 E-MAIL ADDRESS: meg@mckayinsagency.com FAX (A/C, No): (641) 828-2013	
INSURED Silent Sports Association - MBR Stanky Creek Cycling 3539 Lily Lane Memphis TN 38111		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Gerber Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 70939	

COVERAGES **CERTIFICATE NUMBER:** CL22101062176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Event	N	N	3607AH010099-5	11/19/2022	11/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ OCCUR ☐ CLAIMS-MADE						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Accident Medical	N/A		15-070944-22	11/19/2022	11/20/2022	Excess \$25,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

12 Hours of Stank Mountain Bike Race: November 19, 2022. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

Kris Whitson 3539 Lily Lane Memphis TN 38111
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Megan Stanley	
McKay Insurance Agency, Inc.		PHONE (A/C, No, Ext): (641) 842-2135	FAX (A/C, No): (641) 828-2013
106 East Main Street		E-MAIL ADDRESS: meg@mckayinsagency.com	
P O Box 151		INSURER(S) AFFORDING COVERAGE	
Knoxville IA 50138		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B: Gerber Life Insurance Company	70939
Silent Sports Association - MBR		INSURER C:	
Stanky Creek Cycling		INSURER D:	
3539 Lily Lane		INSURER E:	
Memphis TN 38111		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL22101062176

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: Event	N	N	3607AH010099-5	11/19/2022	11/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Excess \$25,000 Deductible \$250
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				
B	Accident Medical			15-070944-22	11/19/2022	11/20/2022	Excess \$25,000 Deductible \$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

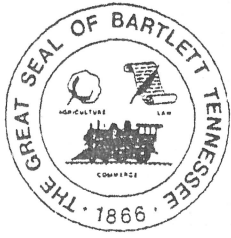
12 Hours of Stank Mountain Bike Race: November 19, 2022. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

CANCELLATION

North Mississippi Trail Alliance PO Box 641 Nesbit MS 38651	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

June 17, 2022

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

The Stanky Creek Cycling races will be held at Nesbit Park on October 1, 2022 and November 19, 2022.

October 1, 2022 is The Legend of Stanky Creek XC Race. This is a multi-lap cross country mountain bike race from 11 AM to 3 PM.

November 19, 2022 is the 12 Hours of Stanky Creek Mountain Bike Race. This race will consist of 3 person teams and each team will race for 12 hours from 9 AM to 9 PM.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director Parks and Recreation Department
City of Bartlett

cc: Chris Whitson, Stanky Creek Cycling 901-356-1465

Attachment: 5760 YALE RD-MOUNTAIN BIKE RACE-2022 (3228 : Mountain Bike Race)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/25/22 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Contract for Brunswick Road, Elmore Park Road, and Elmore Road Asphalt Resurfacing Design Project.

The Engineering Department requested a proposal to prepare NEPA (National Environmental Policy Act) documents and a design to resurface Brunswick Road, Elmore Park Road, and Elmore Road from EnSafe. This project is being funded with 80 percent federal and 20 percent local funds through the TDOT local programs office. EnSafe submitted a proposal to prepare all necessary documents to satisfy TDOT's NEPA requirements, prepare construction plans, and see the project through the bidding process for \$206,073.00 (\$27,590.00 for NEPA and \$178,483.00 for design). The Engineering Department recommends awarding this contract to EnSafe for NEPA and design in the amount of \$206,073.00.

EnSafe has performed work for the City of Bartlett on other projects. A copy of the proposal is below.

Funding is available in Account 311.48311.772.458.



July 13, 2021

Mr. John Horne
Engineering Deputy Director
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

via email: jhorne@cityofbartlett.org

Re: Proposal for Brunswick Road, Elmore Park Road, and Elmore Road Asphalt Resurfacing Design Project

Dear Mr. Horn:

EnSafe Inc. is pleased to present a technical proposal and fee to prepare design plans for the asphalt resurfacing of the roadways Brunswick Road, Elmore Park Road, and Elmore Road.

PROJECT DESCRIPTION

The City of Bartlett needs to improve the aging asphalt pavement along Brunswick Road, Elmore Park Road, and Elmore Road. The project is a Tennessee Department of Transportation (TDOT) Local Program project with funding from the State of Tennessee and a local match.

The Brunswick Road portion of the project shall be repaved from US 64 to US 70 approximately 4 miles. Elmore Park Road is to be repaved from Elmore Road to Stage Road approximately 1 mile. The Elmore Road portion will be repaved from Bartlett Boulevard to US 70 and is approximately 1 mile. All three roadways have a rural cross section with roadway widths ranging from 22 feet to 24 feet with open shoulders and roadside drainage ditches. Brunswick Road has curb and gutter cross sections in the areas of more recent developments along the roadway. In the curb and gutter sections, the roadway width widens beyond 24 feet to accommodate turning lanes.

SCOPE OF SERVICES

EnSafe proposes the following Scope of Services:

National Environmental Policy Act Documentation

The project will start with preparing National Environmental Policy Act (NEPA) documentation for the proposed development according to *TDOT Local Government Guidelines for Completing the NEPA Process* (TDOT, January 2018). It is anticipated a Federal Highway Administration Categorical Exclusion (CE) will be required for the project since the proposed improvements are not expected to exceed the existing limits of the right-of-way. EnSafe will first prepare Agency Coordination and Section 10 Assessment letters for TDOT to begin coordination for the project. These letters will provide the core information needed for the TDOT Local Programs NEPA Template, including basic resource studies of each section of roadway included in the project to document any potential sensitive environmental resources (e.g., streams or wetlands). TDOT Local Programs will send coordination materials to all resource agencies and the State Historic Preservation Office. Upon receipt of agency responses, EnSafe will coordinate with the City of Bartlett to assemble and complete all documentation needed for the TDOT Local Programs

CE Template. The project is not expected to have significant impacts since the repaving will only affect the existing footprint of each section of road. EnSafe will assist the City of Bartlett to submit the completed Draft CE for TDOT Local Programs review.

TDOT E-Grants Program Assistance

EnSafe will subcontract with A2H to assist the City of Bartlett in managing the project through the TDOT E-Grant system. EnSafe and A2H will assist the City in organizing and uploading information throughout the life of the project for reimbursement invoices, project files for milestone submissions, and verification of project status and response to TDOT inquiries. EnSafe and A2H will verify document management through the E-Grant system to ensure that all submissions and requests are addressed in a timely manner.

Survey

The City of Bartlett is to provide EnSafe with their geographic information system curb and gutter data to be used for the design. EnSafe will also utilize the LiDAR information including aeriels for the repaving design. The repaving design is to remain within the limits of the existing roadway. The design is not to include any improvements to adjacent storm water drainage ditches and properties. The repaving design shall include improvements to the Americans with Disabilities Act (ADA) ramps located at all roadway intersections withing the project limits.

In order to design the improvements to the ADA ramps, EnSafe will subcontract with A2H to collect survey data of the ADA ramps along the existing roadways, Brunswick Road, Elmore Park Road, and Elmore Road. This data collection will include a topographic survey of the corners of the intersections along each roadway where ADA ramps exist and are required. A2H will mark underground utilities and collect data for existing above and underground utilities within the areas of the ADA ramps to show any conflicts with the design.

Preliminary Design

Once TDOT Local Program provides the City of Bartlett with the Notice to Proceed with design, EnSafe and their team will prepare a preliminary design for the repaving of all three roadways. EnSafe will provide street profiles and layout for Brunswick Road, Elmore Park Road, and Elmore Road. The plans will include the following:

- Layout/Street plans
- Erosion control plans
- Erosion control details
- Traffic control plans
- Design details and notes
- Structural Design for Box Culvert Guardrails (Brunswick Road) (if necessary)
- Pedestrian Signalization Improvement (US 70) (if necessary)

EnSafe will submit the preliminary design plans to the City of Bartlett Engineering Department for review. Once the City's review is complete, EnSafe will submit the plans to TDOT Local Program for approval of the plans and to begin the Right-of-Way (ROW) design phase.

During the preliminary design phase, EnSafe will begin the utility coordination required by TDOT Local Programs. EnSafe will reach out to every utility owner in Shelby County since TDOT Local Programs requires a 120-day initial contact period.

Right-of-Way Design

EnSafe will prepare and submit ROW plans per the Local Program requirement. The purchasing of ROW is not expected with the repaving project but EnSafe will investigate any potential need for construction easements along the roadways. If any easements are required, EnSafe will subcontract with A2H surveying to prepare plats for the purchase and a TDOT approved appraiser to assist the City of Bartlett in the acquisition of any required construction easement.

Final Design

For the final design phase of the project, EnSafe will incorporate any comments provided from the previous two design phases. EnSafe will submit the complete plan set to the City of Bartlett for review and once the City approves the plans, EnSafe will submit the plans to TDOT Local Programs for approval to advertise for bidding.

Box Culvert Guardrail Design

If required by the TDOT, EnSafe will prepare structural drawings to connect guardrail to the Buckhead Creek box culvert/bridge that crosses under Brunswick Road approximately 664 feet south from the intersection of Brunswick Road and US 70. The guardrail design will also include the type 38 guardrail terminals and any shoulder modifications needed at each corner of the box culvert/bridge. The box culvert/bridge is an estimated double box with 10 feet wide cells each and crosses under Brunswick Road at a 30 degree angle. The estimated length of the guardrail including terminals needed is approximately 124 feet each side of Brunswick Road.

US 70 Pedestrian Signal Design

EnSafe does not foresee the need to improve the pedestrian signals and push buttons at the intersection of Brunswick Road and US 70. If improvement are required by TDOT, EnSafe will design the new pedestrian push buttons and signal crossing.

Construction General Permit

EnSafe does not expect the areas of disturbance for the entire project to be more than 1 acre since the repaving of the roadways is not to exceed the limits of the existing roadways. Per Tennessee Department of Environment and Conservation, if the disturbance area is less than 1 acre a Storm Water Pollution Prevention Plan (SWPPP), a General Construction Permit (GCP), and the Notice of Intent are not required. If the ADA ramp modifications and TDOT requires additional work, then EnSafe will prepare a GCP and SWPPP to be submitted to Tennessee Department of Environment and Conservation.

Bidding

EnSafe will work with the City of Bartlett to bid the proposed resurfacing project. EnSafe will prepare a bid tabulation and bid book for bidding. EnSafe will work with the City of Bartlett to conduct a pre-bid meeting and reviewing the submitted bids. EnSafe will work with the City of Bartlett and TDOT Local Programs to ensure that the bidding documents meet their requirements before advertising and the opening of the bids.

Construction Engineering Inspection

EnSafe will perform the Construction Engineering Inspection services once the construction phase of the project commences. EnSafe and its team will provide the City of Bartlett a detailed scope and fee estimate for this portion of the work, after the contractor has been selected.

PERFORMANCE SCHEDULE

EnSafe will provide these services based on the following schedule.

Task	Duration
NEPA	3 months
Survey	3 weeks
Preliminary Design	5 months
ROW Design	1 month
Final Design	4 months
Bidding	2 weeks

Schedule durations are cumulative and assume tasks are in series, unless noted. Schedule durations do not include City of Bartlett and/or TDOT Local Program review and approval times. ROW design schedule does not include time for plat preparation and/or appraisals.

DELIVERABLES

1. NEPA Categorical Exclusion documentation
2. Preliminary Design
3. ROW Design
4. Final Design
5. Bid Package
6. Construction Easement Plats

PROJECT ASSUMPTIONS

- EnSafe will have access to the site, as required, to conduct site observation and field work.
- Permit, recording fees, etc., are to be paid by the Client/Owner.
- There are no historical structures involved with the project.
- Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering project schedule. If the information is not received in a timely manner, then additional design fees may be required.
- Construction administrative service does not include material testing or daily inspections.
- Floodway modeling/studies are not required.
- Wetlands and stream permitting are not needed.
- Construction staking will be provided by others.



- Geotechnical investigation is not required.
- Proposed modifications will be inside the right-of-way.
- TDOT will classify all three roadway sections as rural roads.

COMPENSATION

EnSafe proposes to conduct the described scope of work on a lump-sum basis.

Task	Fee
NEPA	\$ 27,590
Survey	\$ 16,950
Preliminary Design	\$ 54,070
ROW Design	\$ 27,415
Final Design	\$ 44,820
Bidding	\$ 10,358
Box Culvert Guardrail Design	\$ 12,950
Pedestrian Signal Improvement	\$ 8,920
GCP/SWPPP Preparation	\$ 3,000
Total	\$ 206,073

Fees for preparing plats and property appraisals are not included in the table above. Plats will be billed at \$825 per plat and appraisals will be \$5,500 for the first appraisal and \$5,280 for the second appraisal.

This work will be performed under EnSafe's standard terms and conditions, Attachment A. For any additional services, by written request only, the City of Bartlett will be billed for EnSafe's services based on the 2021 Professional Fee Schedule, Attachment B.

EnSafe sincerely appreciates the opportunity to be considered as your Consultant for this project. This proposal is based on EnSafe's understanding of the project. However, if your project objectives are not addressed or you have any questions, please feel free to contact me at 901-937-4249 or by email at ctriplett@ensafe.com.

Sincerely,

EnSafe Inc.



By: Chris Triplett, PE, PMP
Director of Design Engineering

Attachments:

- Attachment A EnSafe Terms and Conditions dated v.3.2020
- Attachment B EnSafe 2021 Professional Fee Schedule



Mr. Horne
July 13, 2021
Page 6

PROPOSAL ACCEPTANCE STATEMENT

EnSafe Inc.'s proposal dated July 13, 2021 is hereby accepted on behalf of the City of Bartlett.

By: _____
Signature

Date: _____

Name: _____

Title: _____

ENSAFE

Attachment A
EnSafe Terms and Conditions dated v.3.2020

EnSafe Inc. Terms and Conditions

Services furnished by EnSafe Inc. and its affiliate companies shall be subject to the terms and conditions set forth below, which are a part of the Agreement between Consultant and Client. Additional terms and conditions may apply, depending upon the nature of the services being furnished and the associated risks.

1. Definitions.

- a. Agreement - the contract between Client and Consultant, including all attachments, appendices, addenda, exhibits and any documents incorporated by reference.
- b. Claim - the term "any claim" as used in the Agreement means, "Any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."
- c. Client - the party procuring the services of EnSafe Inc.
- d. Consultant - EnSafe Inc., including its branch offices, subsidiaries and affiliates, and all officers and employees thereof.
- e. Firm Fixed Price (FFP) – agreement in which payments are based on a lump-sum amount which includes all costs for labor, overhead, subcontracts, equipment, materials, travel expenses, general & administrative costs and profit.
- f. Time and Materials (T&M) – agreement in which payments for time are based on actual labor hours at fixed hourly rates and payments for materials (including subcontracts, equipment, supplies, travel and other expenses) are based on actual cost, plus a predetermined mark-up for general and administrative expenses.

2. Billing and Payment.

Client recognizes that timely payment of Consultant's invoices is a material part of the consideration Consultant requires to perform the services indicated in this Agreement. Client will pay Consultant for professional and related services satisfactorily rendered under this Agreement in accordance with the rates, charges and reimbursement terms set forth in the EnSafe Inc. Fee Schedule. Consultant shall be permitted to revise its Fee Schedule no more than once annually, by submitting a copy of the revised Fee Schedule to Client thirty (30) days prior to its effective date. The revised Fee Schedule shall apply only to services performed after the effective date. Routine invoices will be submitted by Consultant on a monthly basis and shall be due and payable within thirty (30) calendar days after receipt of invoice. Invoices shall identify costs by Project in sufficient detail for Client to understand the type of work performed and type of costs being billed. If Client objects to any portion of an invoice, Client shall notify Consultant within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one-and-one-half (1½) % of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.

3. Changes.

Client shall rely on Consultant's professional judgment in establishing the scope of work (SOW) and estimating costs for services performed under the Agreement, given the nature and risks of the work to be performed. Client also shall rely on Consultant's professional judgment in evaluating the continued adequacy of SOWs for Projects conducted under the Agreement, in light of occurrences or discoveries that were not originally contemplated by or known to Consultant. Should Consultant call for renegotiation of a Project, Consultant shall identify the changed conditions that make such renegotiation necessary, and Consultant and Client shall promptly and in good faith enter into the renegotiation process. If agreement cannot be reached, Client or Consultant may terminate the Project without penalty, as set forth in the paragraph entitled, "Termination."

4. Confidentiality.

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein, the term "Confidential Information" shall mean all business, technical, or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence, and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that Consultant may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing Consultant's experience and qualifications to others.

5. Delays.

In the event that Consultant's services are interrupted by circumstances beyond Consultant's control, Client shall compensate Consultant for the labor, equipment, and other costs Consultant incurs in order to maintain continuity of Consultant's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate Consultant for the various costs Consultant incurs for demobilization and subsequent remobilization. Consultant's compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; illness; disease; virus; epidemic; pandemic (including but not limited to the COVID-19 pandemic or any other national or global outbreak of communicable illness or infection); wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and Consultant shall use reasonable efforts to overcome the resulting difficulties and resume conduct of the services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days during any six (6) month period shall permit either party to terminate this Agreement at that party's sole option or permit the parties to renegotiate its terms by mutual written consent, subject to the foregoing provisions regarding compensation of Consultant.

6. *Dispute Resolution.*

All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof including, but not limited to, disputes arising out of alleged design defects, breaches of contract, error omissions, or acts of professional negligence (collectively "disputes") shall be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The claimant shall file notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The fees of the arbitrator(s) shall be borne by the non-prevailing party. Notwithstanding any other provisions of this Agreement, in no event shall a demand for mediation be made more than six (6) months from the date the party making demand knew or should have known of the dispute or six (6) years from the date of the substantial completion of Consultant's participation in the Project which date shall occur earlier, unless a shorter period shall be imposed by any applicable state statute, in which case such shorter period shall apply. The parties agree that the sole proper venue for the determination of any litigation arising under this agreement shall be in a court of competent jurisdiction which is located in Shelby County, Tennessee and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled Collection.

7. *Employment of Personnel.*

If Client hires one of Consultant's employees during Consultant's performance of the services indicated in the Agreement, or within six months after the completion of such services, Client shall pay to Consultant sum equal to fifty percent (50%) of the annual salary paid to the employee by Client, to recognize Consultant's lost benefits and the cost of locating and training a replacement.

8. *Governing Law.*

Unless otherwise provided, the substantive law of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

9. *Indemnification.*

Subject to the limitations set forth herein, including without limitation as set forth in Section 13, Consultant shall defend, indemnify, and hold harmless Client against any loss or judgment, including attorney's fees and costs, to the extent such fees or expenses arise from or are incurred as a direct result of Consultant's intentional or willful failure to meet the standard of care in Section 18 hereof. Client shall defend, indemnify, and hold harmless Consultant, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings (collectively, "Losses") by whomsoever made arising out of or in connection with Consultant's performance of work hereunder made or brought against Consultant (other than by any employee, officer, director, agent or other representative of Consultant), except to the extent any such Losses are caused by Consultant's intentional or willful failure to meet the standard of care set forth in Section 18 hereof. Further, Client and Consultant expressly agree that Client's indemnification obligations to Consultant shall include any claims made against Consultant by Client's own officers, directors, employees, agents and representatives, as well as any third parties, alleging that Consultant's Services in the nature of consulting, planning, management, training, cleaning and/or decontamination services rendered in connection with the COVID-19 pandemic or any other pandemic or epidemic were defective, deficient or otherwise ineffective.

10. *Independent Contractor Relationship; Subcontractors.*

Except as otherwise expressly agreed to in writing by the parties, Consultant's relationship to Client shall be that of independent contractor. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, franchise, or other form of joint enterprise, employment, or fiduciary relationship between Client and Consultant, and neither of them shall have any authority to contract for or bind the other in any manner whatsoever. Consultant shall determine how to accomplish all services provided hereunder, consistent with the representations and warranties set forth in the Agreement. Irrespective of any assignment provisions, Consultant may retain subcontractors for services customarily performed by subcontractors and, should Consultant determine it appropriate or necessary to rely on a

subcontractor when it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from Client.

11. *Information Provided by Others.*

Consultant shall indicate to Client the information needed to render the services described herein, and Client shall provide to Consultant as much of such information as is available to Client. Client shall inform Consultant of reports or other materials that relate to Consultant's portion of the work, and Client shall furnish these to Consultant or otherwise help Consultant gain access to them. Accordingly, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from alleged errors, omissions, or inaccuracies in documents or other information provided to Consultant by Client.

12. *Insurance.*

Consultant shall maintain workers' compensation and employer's liability insurance as required by state law, comprehensive general liability insurance with a combined single limit of \$2,000,000, automotive liability insurance with a combined single limit of \$1,000,000, and professional and pollution liability insurance with a combined single limit of \$5,000,000, subject to standard exclusions. Assuming that any noncompulsory coverages and limits now carried by Consultant remain as available and affordable as they are currently, Consultant shall maintain such policies in force for the duration of this Contract. Consultant shall furnish evidence of such coverage to Client, and shall promptly notify Client of any impending change in coverage. Consultant shall comply with Client's reasonable requests for special endorsements, additional limits, and additional coverages, etc., provided these are available to Consultant and Client remunerates Consultant for the cost thereof. Consultant shall use its reasonable best efforts to ensure that its subcontractors maintain appropriate types and adequate coverages of insurance when performing work on Client's premises.

13. *Limitation of Liability.*

In recognition of the relative risks and benefits of the project to both Client and Consultant, the risks have been allocated such that Client agrees that, under no circumstances will Consultant be liable to Client, including but not limited to claim(s) for indemnification under Section 9, for any amount in excess of the total amount of fees paid by Client to Consultant for services performed under this Contract or \$50,000, whichever is greater. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fee and expert witness' fees) arising from or related to work performed under the Contract from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise. Client agrees that any claim for damages filed against Consultant, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against Consultant or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

14. *Location of Work and Right of Entry.*

Client shall arrange for Consultant to enter property owned by Client and/or others in order for Consultant to complete Projects.

15. *No Third Party Reliance.*

This Agreement shall not create any rights or benefits to parties other than Client or Consultant. Client understands that Consultant may become liable to third parties that ill-advisedly rely on Consultant's instruments of service under the mistaken assumption that their third-party needs are identical to Client's or that, although their needs differ from Client's, Consultant nonetheless would have performed identical services to satisfy those different needs. To help prevent problems from arising in this respect, Client shall inform Consultant of any specific third parties or types of third parties that Client believes may ask to rely on Consultant's instruments of service, and Client shall not under any circumstances permit such reliance except with Consultant's express consent. Consultant may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting Consultant's liability hereunder, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the

opinions, conclusions, certificate, or report produced. Client's payment of Consultant's invoices, as provided for herein, shall not be made contingent upon Consultant's Agreement to permit third-party reliance, if the third party does not provide compensation per terms and conditions set forth herein.

16. *Ownership of Work Product.*

As used herein below, and subject to the obligations imposed by Section 4 of this Agreement, the term "Work Product" shall mean any documentation, data compilations, reports, plans, specifications, boring logs, calculations, field data, field notes, test data, estimates, training materials, and any other media, materials or other objects produced directly as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work. Consultant hereby grants to Client a non-transferable, non-exclusive license to use the Work Product created by Consultant pursuant to this Agreement. Furthermore, and notwithstanding any provision of this Agreement to the contrary, any programming, software, routines, libraries, tools, methodologies, processes or technologies created, adapted or used by Consultant in its business generally, including all associated intellectual property rights (collectively, the "Development Tools") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Development Tools except as necessary to exercise its license in the Work Product provided for above. In addition, notwithstanding any provision of this Agreement to the contrary, Consultant shall be free to use any ideas, concepts, or know-how developed or acquired by Consultant during the performance of this Agreement to the extent obtained and retained by Consultant personnel as impressions and general learning. Subject to Client's rights in its own intellectual property, nothing in this Agreement shall be construed to preclude Consultant from acquiring, developing, marketing, or enhancing for itself or others similar technology performing the same or similar functions as the technology used or created pursuant to this Agreement.

17. *Patents and Copyrights.*

Notwithstanding any other provision to the contrary, Consultant shall retain ownership of any and all intellectual property rights in and to (i) any systems, processes, procedures, methods, and means of expression or organization developed or utilized by Consultant in performing its obligations under this Agreement, (ii) any subject matter that is created or developed in connection with this Agreement, and (iii) any Work Product (as defined hereinabove), which rights include, without limitation, any and all rights under the patent, trade secret, copyright or other intellectual property laws of the United States.

18. *Standard of Care; Warranty; Express Disclaimer.*

Consultant will perform the Services in a manner consistent with at least the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions at the same time, based on existing technology and present knowledge in the applicable field. No other representation, whether express or implied, and no warranty or guarantee of any sort is included or intended in this Contract, or in any report, opinion, document, or other instrument of service of Consultant. EXCEPT FOR ANY EXPRESS REPRESENTATION OR WARRANTY SET FORTH HEREINABOVE, ALL OF CONSULTANT'S SERVICES ARE PROVIDED "AS IS," NEITHER CONSULTANT NOR ANY OTHER PERSON ACTING ON CONSULTANT'S BEHALF OR AT CONSULTANT'S DIRECTION HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION THAT ANY PARTICULAR SERVICE WILL BE EFFECTIVE OR IS GUARANTEED TO ACCOMPLISH THE INTENDED RESULT. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY CONSULTANT OR ANY OTHER PERSON ACTING ON CONSULTANT'S BEHALF OR AT CONSULTANT'S DIRECTION.

19. *Future Laws.*

This Agreement contemplates that future local, state, or federal laws, regulations, orders, limitations, protections, or immunities may be enacted, issued, established, or confirmed after the effective date of this Agreement. Client agrees that any such future law, regulation, order, limitation protection, or immunity is hereby incorporated herein for the benefit of Consultant to the maximum extent permitted by law.

20. *Termination.*

Client or Consultant may terminate Projects for cause, except only Client may terminate Projects for convenience. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of Consultant's termination invoice, pay Consultant's fees for services satisfactorily rendered and costs incurred, in accordance with the Fee Schedule. Client shall pay Consultant for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

21. *Waiver of Consequential Damages.*

Client shall not be liable to Consultant and Consultant shall not be liable to Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of the fault; whether committed by Client or Consultant, their respective employees, agents or subcontractors; and/or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. As used herein, the term "consequential damages" is intended by the parties to be construed broadly to encompass any and all special, punitive, indirect and/or consequential damages and, specifically, to include, without limitation, damages incurred for business interruption, rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or business productivity or the services of such persons.

22. *Collection.*

Should Client's account, after payment default hereunder, be referred by Consultant to an attorney or collection agency for collection, then Client shall pay all of Consultant's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above and other terms provided herein, Consultant may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

Attachment B
EnSafe 2021 Professional Fee Schedule

2021 PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	\$85
Level 2	Scientist/Engineer	\$95
	Project Supervisor	\$105
Level 3	Project Scientist/Engineer	\$120
	Project Manager	\$130
Level 4	Project Manager, Senior Scientist/Engineer	\$150
Level 5	Senior Project Manager	\$170
Level 6	Senior Project Director	\$185
Level 7	Associate Principal	\$225
	Principal	\$245
Level 8	Senior Principal	\$305
TECHNICIANS		PER HOUR
	Technician	\$70
	Senior Technician	\$90
ADMINISTRATIVE SUPPORT		PER HOUR
	Report Specialist	\$53

Note:

A general and administrative fee of 15% is added to Other Direct Costs and Expenses. Rates are subject to a surcharge for short lead-time projects requiring readjustment of professional resources. Fees for litigation or acquisition support are negotiated on an individual basis. Rates are subject to annual review. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/25/22 06:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for September 2022.



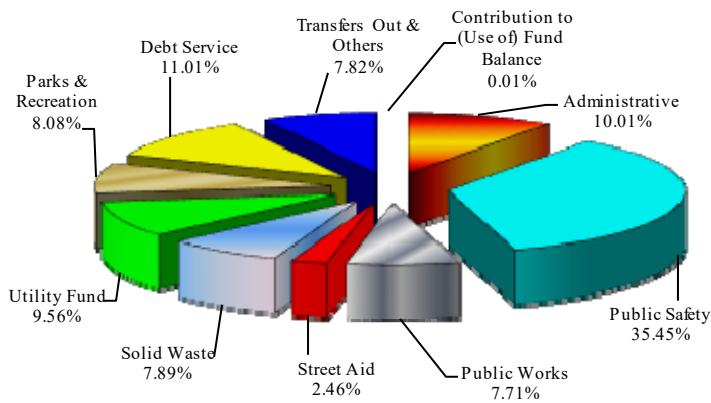
City of Bartlett

FINANCIAL REPORT

September 30, 2022

Total Expenditures, FY 2023 Budget: \$92,054,808

WHERE THE \$ GOES (Does not include School)

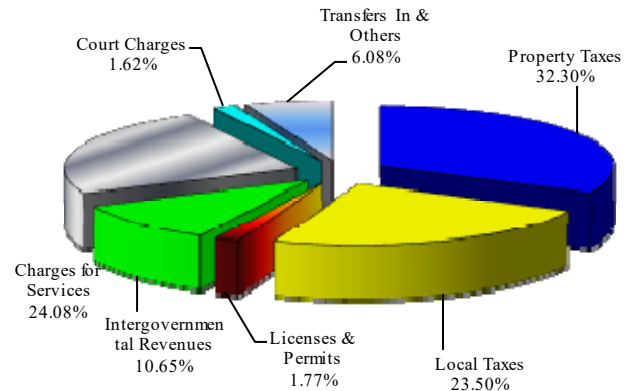


BUDGET HIGHLIGHTS

- June 30, 2022 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2022 year-end.
- Property tax bills will be mailed in October and are due February 28.
- Delinquent 2021 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2023 Budget: \$92,054,808

WHERE THE \$ COMES FROM (Does not include School)



FY 2023 YEAR-TO-DATE For The Period Ending September 30, 2022

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,505,009	\$ 1,616,335
Public Safety	32,193,764	7,695,200
Public Works	6,967,139	1,690,990
Parks and Recreation	6,661,221	1,615,273
Performing Arts	777,765	171,936
Transfers & Other Gen. Fund Items	6,389,019	5,901,019
Subtotal	\$ 61,493,917	\$ 18,690,753
General Fund Revenues		
Property Taxes	\$ 29,731,000	\$ 64,355
Local Taxes	17,178,430	1,596,575
Building and Development Fees	1,626,200	328,284
Intergovernmental	7,654,000	554,062
Charges for Services	3,745,960	1,059,993
Court Charges	1,258,000	382,121
Other Revenue	300,327	7,229
Subtotal	\$ 61,493,917	\$ 3,992,618
Special Rev. Funds - Expenditures	\$ 11,024,872	\$ 1,019,044
Special Rev. Funds - Revenues	\$ 11,024,872	\$ 1,494,062
Utility Expenses	\$ 10,365,019	\$ 2,229,529
Utility Revenues	\$ 10,365,019	\$ 2,744,659
Debt Service Expenditures	\$ 9,171,000	\$ 6,090,857
Debt Service Revenues	\$ 9,171,000	\$ 5,107,964
Total Expenditures	\$ 92,054,808	\$ 28,030,183
Total Revenues	\$ 92,054,808	\$ 13,339,303

Note: FY 2023 Adopted Budget includes use of fund balance in the Special Revenue Funds.

Attachment: Sep22FinRpt (3226 : Treasurer's Report for September 2022)



City of Bartlett -- Financial Summary
For The Period Ending For The Period Ending September 30, 2022

	FY 2022 Unaudited Actual	FY 2023 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2022	Year-to-Date Actual FY 2023	Increase/ Decrease in \$	Percent of FY 2022 Actual	Percent of FY 2023 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,541,461	\$ 8,505,009	\$ 963,548	\$ 1,469,088	\$ 1,616,335	\$ 147,247	19.48%	19.00%	-0.48%
Public Safety	30,777,032	32,193,764	1,416,732	7,262,073	7,695,200	433,127	23.60%	23.90%	0.31%
Public Works	5,986,620	6,967,139	980,519	1,358,271	1,690,990	332,719	22.69%	24.27%	1.58%
Parks and Recreation	6,212,299	6,661,221	448,922	1,689,274	1,615,273	(74,001)	27.19%	24.25%	-2.94%
Performing Arts	731,876	777,765	45,889	134,008	171,936	37,929	18.31%	22.11%	3.80%
Transfers & Other Gen. Fund Items	9,161,033	6,389,019	(2,772,014)	6,901,019	5,901,019	(1,000,000)	75.33%	92.36%	17.03%
Total General Fund Expenditures	\$ 60,410,321	\$ 61,493,917	\$ 1,083,596	\$ 18,813,733	\$ 18,690,753	\$ (122,980)	31.14%	30.39%	-0.75%
General Fund Revenues									
Property Taxes	\$ 29,671,002	\$ 29,731,000	\$ 59,998	\$ 81,818	\$ 64,355	\$ (17,463)	0.28%	0.22%	-0.06%
Local Taxes	16,586,268	17,178,430	592,162	1,346,440	1,596,575	250,135	8.12%	9.29%	1.18%
Building and Development Fees	1,632,022	1,626,200	(5,822)	341,343	328,284	(13,059)	20.92%	20.19%	-0.73%
Intergovernmental	7,611,046	7,654,000	42,954	585,425	554,062	(31,363)	7.69%	7.24%	-0.45%
Charges for Services	4,001,941	3,745,960	(255,981)	808,809	1,059,993	251,183	20.21%	28.30%	8.09%
Court Charges	1,351,432	1,258,000	(93,432)	340,464	382,121	41,658	25.19%	30.38%	5.18%
Other Revenue	1,128,797	300,327	(828,470)	799,331	7,229	(792,102)	70.81%	2.41%	-68.41%
Total General Fund Revenues	\$ 61,982,507	\$ 61,493,917	\$ (488,590)	\$ 4,303,630	\$ 3,992,618	\$ (311,012)	6.94%	6.49%	-0.45%
Special Revenue Funds									
Street Aid Fund	\$ 2,389,204	\$ 2,260,000	\$ (129,204)	\$ 690,479	\$ 270,731	\$ (419,747)	28.90%	11.98%	-16.92%
Solid Waste Fund	6,803,184	7,323,166	519,983	1,375,820	1,110,100	(265,720)	20.22%	15.16%	-5.06%
General Improvement Fund	733,947	877,050	143,103	231,115	305,766	74,651	31.49%	34.86%	3.37%
Drug Enforcement Fund	322,685	297,000	(25,685)	6,247	49,175	42,928	1.94%	16.56%	14.62%
DEA Enforcement Fund	164,685	125,000	(39,685)	158,179	2,313	(155,866)	96.05%	1.85%	-94.20%
Drainage Control Fund	116,228	129,656	13,428	28,083	26,054	(2,029)	24.16%	20.09%	-4.07%
Park Improvement Fund	150,000	0	(150,000)	4,458	0	(4,458)	0.00%	0.00%	0.00%
E-Citation Fund	17,620	13,000	(4,620)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	6,947,500	0	(6,947,500)	(440,510)	(745,095)	(304,586)	-6.34%	0.00%	6.34%
Special Revenue Funds - Expenditures	\$ 17,645,053	\$ 11,024,872	\$ (6,620,180)	\$ 2,053,871	\$ 1,019,044	\$ (1,034,827)	11.64%	9.24%	-2.40%
Special Revenue Funds - Revenues	\$ 16,570,143	\$ 11,024,872	\$ (5,545,271)	\$ 4,580,621	\$ 1,494,062	\$ (3,086,559)	27.64%	13.55%	-14.09%
Utility Fund									
Total Utility Operations	\$ 7,412,779	\$ 9,381,516	\$ 1,968,737	\$ 1,615,705	\$ 1,614,780	\$ (926)	21.80%	17.21%	-4.58%
Total Utility Debt Expenses	1,156,914	983,503	(173,411)	734,722	614,750	(119,972)	63.51%	62.51%	-1.00%
Total Utility Expenses	\$ 8,569,693	\$ 10,365,019	\$ 1,795,326	\$ 2,350,427	\$ 2,229,529	\$ (120,898)	27.43%	21.51%	-5.92%
Total Utility Revenues	\$ 10,832,271	\$ 10,365,019	\$ (467,252)	\$ 2,645,468	\$ 2,744,659	\$ 99,191	24.42%	26.48%	2.06%
Debt Service Fund									
Total Debt Service Expenditures	\$ 9,426,930	\$ 9,171,000	\$ (255,930)	\$ 6,477,080	\$ 6,090,857	\$ (386,223)	68.71%	66.41%	-2.29%
Total Debt Service Revenues	\$ 10,032,224	\$ 9,171,000	\$ (861,224)	\$ 6,032,491	\$ 5,107,964	\$ (924,528)	60.13%	55.70%	-4.43%
Total Expenditures	\$ 96,051,996	\$ 92,054,808	\$ (3,997,188)	\$ 29,695,111	\$ 28,030,183	\$ (1,664,927)	30.92%	30.45%	-0.47%
Total Revenues	\$ 99,417,146	\$ 92,054,808	\$ (7,362,337)	\$ 17,562,210	\$ 13,339,303	\$ (4,222,907)	17.67%	14.49%	-3.17%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3224)

Meeting: 10/25/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3224

Resolution 35-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund.

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

WHEREAS, the Bartlett City Board of Education, using Resolution 10-1, has approved a budget amendment on September 22, 2022, which increases its Education Capital Projects Special Revenue Fund expenditures by \$88,000. Funds were provided for this increase from a budgeted use of General Purpose School Fund Balance of \$88,000; and

WHEREAS, resolution 10-1 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendments to the FY2023 General Purpose School Fund and Education Capital Projects Fund of the Bartlett City Board of Education are approved.

Adopted this day of October 11, 2022

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 10-1

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2022-2023 FISCAL YEAR EDUCATION CAPITAL PROJECTS FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments change the total amount of the budget.

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

Section 1. That the General Purpose Fund Budget and the Education Capital Projects Fund Budget for the 2022-2023 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts and within the following grants referenced below:

2022-23 GENERAL PURPOSE FUND BUDGET FUND BALANCE:		\$37,944,570.99
General Purpose Fund Balance is amended in the following category:		
141-34555-00000-000-0000-0000 Fund Balance is amended from \$37,944,570.99 to \$37,856,570.99		(\$88,000.00)
Amended General Purpose Fund Balance		\$37,856,570.99
2022-23 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES		\$4,468,547.36
Revenues are amended in the following categories:		
177-49800-00000-000-0000-5540 Education Capital Projects – Transfer In from General Fund – Freeman Park Concessions Building is amended from \$0 to \$88,000		\$88,000

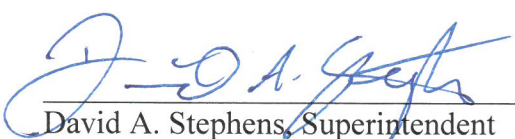
Amended 2022-23 Education Capital Projects Fund Budget Revenues		\$4,556,547.36
2022-23 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES		\$4,468,547.36
Expenditures are amended in the following categories:		
177-91300-70600-000-0000-5540 Education Capital Projects – Building Construction – Freeman Park Concessions Building is amended from \$0 to \$88,000		\$88,000
Amended 2022-23 Education Capital Projects Fund Budget Expenditures		\$4,556,547.36

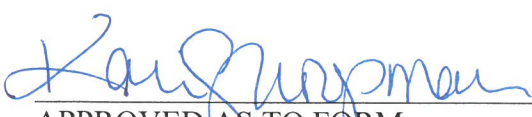
Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective September 22, 2022 from and after its adoption by the Bartlett City Board of Education.

Adopted this 22 day of September, 2022.


D. Bryan Woodruff, Chairman
Bartlett City Board of Education


David A. Stephens, Superintendent
Bartlett City Board of Education


APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3227)

Meeting: 10/25/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3227

Resolution 36-22, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by Sourcewell.

WHEREAS, SOURCEWELL is a national purchasing cooperative, based in Minnesota, serving both the public and non-profit sectors of purchasing; and

WHEREAS, SOURCEWELL awards its contracts based on the same competitive solicitation processes authorized by the City of Bartlett; and

WHEREAS, the City's purchasing function in most cases elects to complete its own procurements but recognizes that, on occasion, a greater cost savings and a streamlined procurement process may be achieved through participation in such a cooperative procurement; and

WHEREAS, local government entities become participating members of SOURCEWELL by completing an online membership agreement, at no cost, and the Finance Director/Purchasing Agent could be authorized to execute and submit the document; and

WHEREAS, TENN. CODE ANN. § 12-3-1205(b) provides that local governments may participate in a master agreement by adopting a resolution accepting the terms of the master agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, THAT:

SECTION I: The Mayor or his designee be, and hereby is, authorized to execute an Agreement with SOURCEWELL allowing the City of Bartlett to be a Participating Member of SOURCEWELL with contract purchasing benefits, in accordance with terms and conditions of

the applicable contract(s).

SECTION 2: This Resolution shall take effect from and after its passage, the public welfare requiring it.

Adopted this day of October 25, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

Tenn. Code Ann. § 12-3-1205

12-3-1205. Cooperative purchasing agreements.

(a) Any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between local governments. Where the participants in a joint or multi-party contract are required to advertise and receive bids, it shall be sufficient for those purposes that the purchasing entity comply only with its own purchasing requirements.

(b)

(1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.

(2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

(3) The powers conferred by this section are in addition and supplemental to the powers conferred by any other law, and any limitations imposed by this section shall not affect powers conferred by any other law.

(4) This subsection (b) does not apply to:

(A) Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208. As used in this subdivision (b)(4)(A), "motor vehicle" does not include a farm tractor, mower, earth-moving machinery, construction machinery, or other similar machinery or equipment;

(B) Purchases of construction, engineering, or architectural services, or construction materials. As used in this subdivision (b)(4)(B), "construction materials" does not include materials used in the operation of a municipal utility system, including, but not limited to, transformers, conductors, insulators, poles, cross-arms, anchors, pipes, valves, meters, or other components or parts of a utility system, whether purchased in accordance with a purchasing agreement with the Tennessee Valley authority or another purchasing arrangement; or

(C) Purchases of fuel, fuel products, and lubricating oils.

(5) The authorization for exercising joint purchasing authority with an agency of the United States under subdivision (b)(1) does not include the authority to purchase construction machinery, including, but not limited to, bulldozers and other heavy equipment utilized in construction or on construction sites.

(c) The chief procurement officer may collect information from municipalities, counties, utility districts, or any other local government unit concerning the type, cost, quality, and quantity of commonly used goods, supplies, services, or equipment being procured under cooperative purchasing agreements. The chief procurement officer may make available all such information to any municipality, county, utility district, or other local government unit upon request.

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

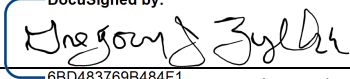
2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By 
6BD483769B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By 
8DEF5D6F08D140B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Job Role

- ☐ Administrator
- ☐ Department Head
- ☐ Department Purchaser
- ☐ Human Resources
- ☐ Procurement Officer
- ☐ Teacher
- ☐ Other _____

Email* _____

Phone* _____

Email completed agreement to:

service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Attachment: Sourcewell_Participation_Agreement (3227 : Res. 36-22 Cooperative Purchasing Agreement-Sourcewell)

Organization Type:

Government

- ☐ County
- ☐ Federal
- ☐ Municipality
- ☐ Providence/Territory
- ☐ Special District
- ☐ State
- ☐ Township
- ☐ Tribal

Education

- ☐ Local Education Agency (Public K-12 and Pre-K)
- ☐ Private Local Education Agency (Private K-12)
- ☐ Private Higher Education
- ☐ Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

- ☐ Church
- ☐ Medical Facility
- ☐ Other

Referred by

- ☐ Advertisement
- ☐ Colleague/Friend
- ☐ Conference/Trade Show _____
- ☐ Supplier
- ☐ Search Engine/Web Search
- ☐ Sourcewell Employee

**Denotes required information*

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: October 25, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to authorize competitive bid contracts sponsored by Sourcewell

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to authorize the Mayor or his appointee to execute an agreement with Sourcewell, a national purchasing cooperative based in Minnesota for the purpose of streamlining purchases of fire, public works and other equipment.

BACKGROUND: The City of Bartlett has recently experienced significant delays and/or equipment purchase cancellations due to disruptions in equipment supply chains. Delays have ranged from six months to eighteen months in receiving equipment once an order is placed. Sourcewell is a national purchasing cooperative, having secured contracts with vendors that supply equipment to state and local governments. The contracts with Sourcewell are similar to the State of Tennessee state-wide contracts for equipment and supplies.

DISCUSSION:

- Tennessee Code Annotated 12-3-1205 allows local governments to participate in cooperative purchasing agreements by adopting a resolution accepting the terms of the master agreement. A copy of TCA 12-3-1205 is attached to this resolution for reference purposes.

BUDGET IMPACT: Approval of the resolution will allow the city to participate in cost savings and other benefits provided by using Sourcewell as a vendor for capital asset acquisitions previously budgeted in the City's regular operating budget or in the approved CIP budget.

PROPOSED MOTION: To approve resolution as presented authorizing the use of competitive bid contracts sponsored by Sourcewell.