



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 10, 2017 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Stephen Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 12 at 7 p.m.

Historic Preservation Commission, October 16 at 7 p.m.

BPACC Advisory Board, October 17 at 6 p.m.

Bartlett Arts Council, October 17 at 6:30 p.m.

Design Review Commission, October 17 at 6:30 p.m.

Board of Education, October 19 at 7 p.m.

RECOGNITIONS

Grace Presbyterian Extended Care check presentation to Bartlett First Responders Monument Committee

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 26, 2017 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Tim Creager Memorial 5K Run. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, November 18 from 9 a.m. to 12 p.m. at Bartlett Hills Baptist Church.

- 2 Special event permit for Fallapalooza Fall Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, October 22 from 3 to 6 p.m. at New Hope Christian Church.

3 Proposal for design and construction plans for widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)

Recommend approving Kimley Horn final engineering design and construction plan proposal for the Old Brownsville Road widening project in the amount of \$281,412.39, plus a contingency amount of \$8,587.61, for a total cost of \$290,000. This project is an 80/20 federal local match. The City's portion of the contract administration is \$58,000. Funds are available in Account 311.48311.772.422

4 Bids for annual Animal Shelter supplies. (Bill Yearwood, Director of Public Works)

Recommend accepting the bids from Henry Schein, MWI, and Midwest Vet. Funds are available in Account 110.43800.321.

5 Bid for emergency standby, portable generator. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Thompson Cat at a cost of \$65,700.0. Funds are available in Account 51.051300.939.

6 Bid for two knuckle boom loaders. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Tag Truck at a total cost of \$254,909.26. Funds are available in Account 122.48122.935.

7 Presentation of Debt Obligation Form Related to General Obligation Refunding and Improvement Bonds, Series 2017. (Dick Phebus, Director of Finance)

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Refunding and Improvement Bonds, Series 2017.

NEW BUSINESS

1 Resolution 44-17, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett Tax Rolls. (Dick Phebus, Director of Finance)

2 Resolution 45-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund. (Dick Phebus, Director of Finance)

- 3 **Resolution 46-17, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$23,300 and amend the Fiscal Year 2018 Grant Fund Budget to appropriate the grant funds. (Dick Phebus, Director of Finance)**

- 4 **Resolution 47-17, a resolution to amend the FY18 Capital Improvement Program and Debt Service Fund Budgets to recognize general obligation bond proceeds, refunding bond proceeds, cost of issuance, interest expense and interest earnings. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 26, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Andrew Raymond, New Hope Christian Church

FUTURE MEETINGS

Board of Education, September 28 at 7 p.m.

Family Assistance Commission, October 2 at 6 p.m.

Planning Commission, October 2 at 7 p.m.

Beer Board, October 3 at 6 p.m.

Bartlett Station Commission, October 4 at 7:30 a.m.

City Beautiful Commission, October 5 at 6:30 p.m.

Bartlett Historical Society, October 9 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the September 12, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Sep 26, 2017 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Special event permit for Memphis Euro Fest Car Show. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 7 from 8 a.m. to 5 p.m. at Youth Villages on Memphis Arlington.
- 2 Bid for one generator for Fire Station #3. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest bid from Benchmark Electric at a cost of \$57,574.00. Funds are available in Account 110.42200.921.
- 3 Bid for four police pursuit vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from AutoNation at \$21,074.58 each for four 2018 Ford Taurus SE for a total cost of \$84,298.32. Funds are available in Accounts 311.48311.785.20318 and 124.48124.935.
- 4 Bid for one aerator media replacement for Water Treatment Plant #4. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Waterserv Company in the amount of \$31,450.00, plus a contingency amount of \$3,550.00 plus \$1,000 to A2H for Engineering Administration for a total cost of \$36,000.00. Funds are available in Account 510.51200.262.
- 5 Bid for Oak Road detention basin project (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Encor, LLC, in the amount of \$38,416.00, plus a contingency amount of \$11,584.00 for a total cost of \$50,000.00. Funds are available in Account 311.48311.780.63616.
- 6 Bid for Old Brownsville Road Sewer Project, Phase I. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Encor, LLC. in the amount of \$206,980.00, plus a contingency amount of \$23,020.00 for a total cost of \$230,000.00. Funds are available in Account 312.48312.780.81151.
- 7 Subdivision contract for Morris Commercial. (John Horne, Assistant Director of Engineering)**
The Developer, MJM Germantown GP, will pay \$47,102.64 in City Fees. The Bond is set at \$90,020.00.
- 8 Water extension contract for Chick-fil-A. (John Horne, Assistant Director of Engineering)**

Minutes Acceptance: Minutes of Sep 26, 2017 7:00 PM (MINUTES ACCEPTANCE)

Developer, Chick-fil-A, will pay \$8,154.00 in City Fees. The bond is set at \$21,475.00.

9 Planning Commission Report for September 2017. (Kim Taylor, Director of Planning and Economic Development)

Item 1 - Special Use Permit amendment for Assisted Living/Independent Living Facility, north of Highway 64 on northeast corner of New Brunswick and Brunswick Roads was forwarded to the Board of Mayor and Aldermen for approval.

Item 2 - Construction plan for Morris Commercial subdivision, southeast of Highway 70 and Germantown Road intersection, was approved with conditions.

Item 3 - Final plan for Morris Commercial subdivision, southeast of Highway 70 and Germantown Road intersection, was approved with conditions.

Item 4 - Site plan for Auto Zone, southeast of Highway 70 and Germantown road intersection, was approved with conditions.

Item 5 - Site plan for Maclin Security Doors, Lot 3, Bartlett Commons subdivision, 6671 Summer Ave, was approved with conditions.

NEW BUSINESS

I Set a public hearing for October 24, 2017 for Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads. (Kim Taylor, Director of Planning and Economic Development)

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

OPEN DISCUSSION

Alderman Parsons announced that there's room for one more barbecue team in the contest.

Debbie Gelineau, Director of Community Relations, invited the public to the Bartlett Fall Festival, featuring a car show, barbecue contest, and carnival. The festival will be held Friday and Saturday, September 29 and 30. There will not be hot air balloons this year due to lack of space from construction work.

Michael Bollinger, Director of the Bartlett Performing Arts and Conference Center, stated that the 19th Season has begun. Lorrie Morgan will perform September 28, and Michael Martin Murphey will perform October 7.

Alderman Elliott announced that the Bartlett City School System would be hosting an internet safety presentation in conjunction with Homeland Security on October 3 at 6 p.m. at Bartlett High School.

ADJOURNMENT

Meeting adjourned at 7:09 PM

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

A. Keith McDonald
Mayor

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

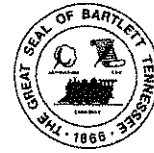
SCHEDULED**AGENDA ITEM**

Meeting: 10/10/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Tim Creager Memorial 5K Run.



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



4641 Ellendale Rd 38135
 Address Zip Code

November 18, 2017 9 AM - 12 PM
 Dates of the Event Hours of the Event

5K Race
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

N/A
 Property Owner

So Chhim 7260 Shady Oaks Dr. 38133
 Special Event Permit Applicant Address of Applicant

901-857-2587
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ 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
 \$64.00 Total

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.

Attachment: 4641 ELLENDALE RD-TIM CREAGER MEMORIAL 5K RUN-2017 (2231 : Tim Creager Memorial 5K Run)

Special Event Checklist

Event: Tim Creager Memorial 5K
 Location: Bartlett Hills Baptist Church
 Dates: Nov. 18, 2017

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 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 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 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>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>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>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</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>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>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>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>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1		✓		Location. 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	✓			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.	See attached map
3			✓	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			✓	Land-use compatibility. The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		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			✓	Compliance with other regulations. All structures shall meet all applicable provisions of the Building Code.	
8		✓		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			✓	Hours of operation and duration. 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	One day event
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			✓	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			✓	<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			✓	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	✓			<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.	Contacted BPD
14		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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		✓		<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.	Parking in church lot
20		✓		<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	✓			<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.	Attached

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.	Nov. 18, 2017
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.	See attached
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.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2017

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 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 Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 100 Memphis TN 38112		CONTACT NAME: PHONE (A/C, No, Ext): 901-321-1000 FAX (A/C, No): 901-321-1099 E-MAIL ADDRESS: joannef@lpinsurance.com															
INSURED Bartlett Hills Baptist Church 4641 Ellendale Road Memphis TN 38135		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover American Ins. Co.</td> <td>36064</td> </tr> <tr> <td>INSURER B: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Hanover American Ins. Co.	36064	INSURER B: The Hanover Insurance Company	22292	INSURER C: Trumbull Insurance Company	27120	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Hanover American Ins. Co.	36064																
INSURER B: The Hanover Insurance Company	22292																
INSURER C: Trumbull Insurance Company	27120																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1526276479

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 ☐ PROJECT ☒ LOC OTHER:			ZZ5953626506	4/27/2017	4/27/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			AZ5948730806	4/27/2017	4/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			UH5955149606	4/27/2017	4/27/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	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	20WEGAF1752	8/14/2017	8/14/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

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

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LCPL TIMOTHY R. CREAGER MEMORIAL 5K RUN/WALK

NOVEMBER 18, 2017 ★ BARTLETT, TN



To Whom It May Concern:

Thank you for considering supporting a great ministry and keeping a U.S. Marine's wonderful spirit alive. The proceeds of this race will benefit the missions and recreation ministry at Tim's home church, Bartlett Hills Baptist Church in Bartlett, TN.

The LCpl Timothy R. Creager Memorial 5K Run/Walk is solely supported by donations from individuals and caring companies. Each sponsor is listed on the back of the race shirt and all donations are tax deductible. Please make your checks payable to: Timothy R. Creager Memorial Fund. Also let us know how you want your name or company name to appear on the t-shirt.

The following is an excerpt from the Associated Press release after his death:

Tim Creager was a man of great faith, "the kind of guy you want your daughter to marry and your sons to be like," said Rusty Wheelington, a minister who knew him well. Creager felt God had called him to serve his country. "He said he always felt God's presence with him," said his mother, Kay Creager. "He always knew he was doing what he was supposed to be doing."

Thank you in advance for your consideration and we look forward to seeing you on race day!

Sincerely,

Sotherath "So" Chhim
Friend of Tim Creager

LCPL TIMOTHY R. CREAGER MEMORIAL 5K RUN/WALK

NOVEMBER 18, 2017 ★ BARTLETT, TN



Tim Creager 5K Course Description:

Start line will be in front of Bartlett Hills Baptist Church, 4641 Ellendale Rd.

North on Ellendale Road

Cross over Old Brownsville Road

Slight northwest route on Hollister

Right on Grace View Ln.

Left on Royal King Dr.

Right on Running Bird Ln.

Left on Raner Creek Dr.

Right on Misty River Rd.

Left on Bending River Rd.

Right on Rivercrest Ln

Left on Piney River Rd

Left on Kings Meadow Dr.

Right on Royal King Dr.

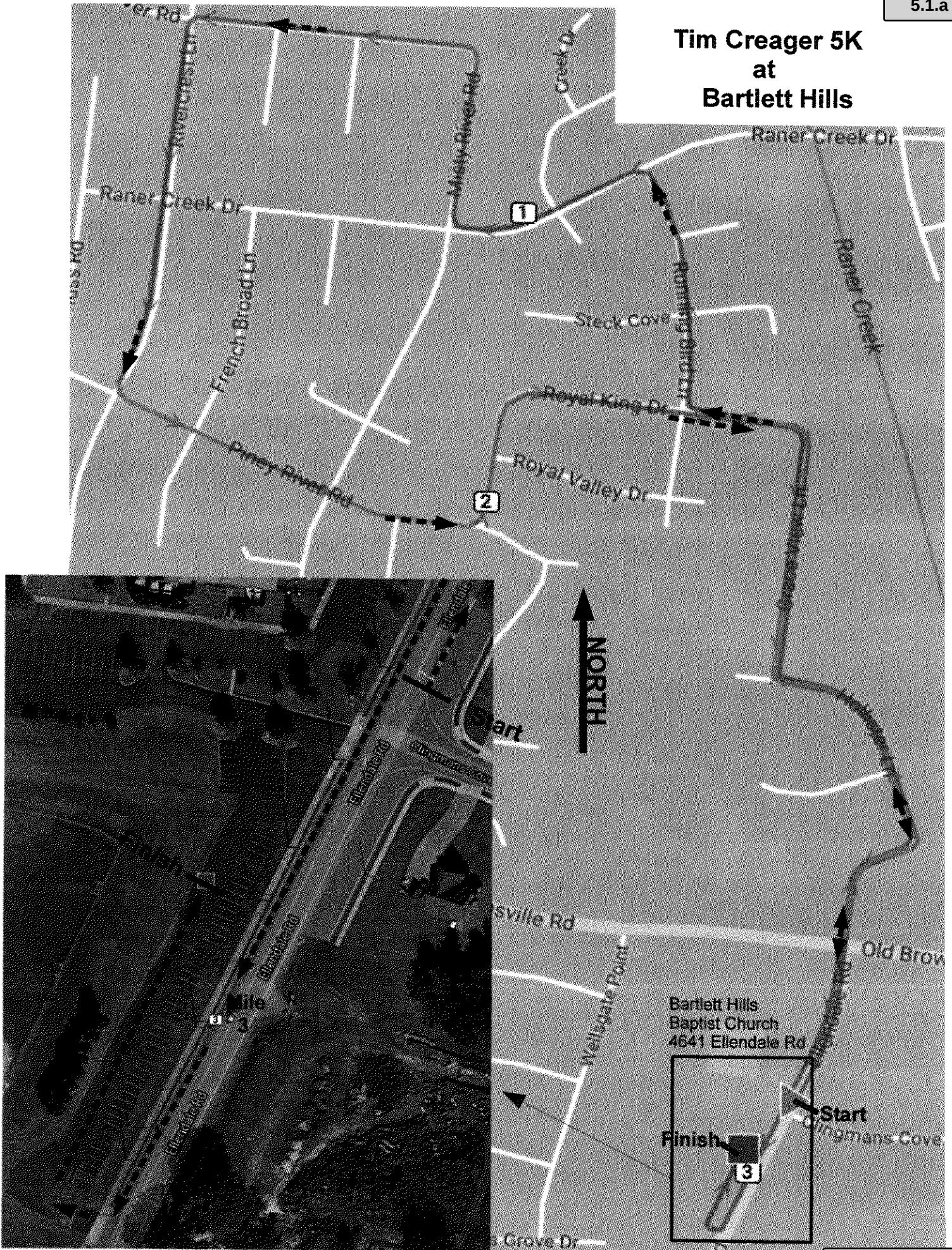
Right on Grace View Ln.

Left on Hollister Ln

Slight Right, then slight left onto Ellendale Rd.

Finish line will be at the ball field parking lot at Bartlett Hills Baptist Church on Ellendale

Tim Creager 5K at Bartlett Hills



Attachment: 4641 ELLENDALE RD-TIM CREAGER MEMORIAL 5K RUN-2017 (2231 : Tim Creager Memorial 5K Run)



Sothearath Chhim <schhim82@gmail.com>

Race

J.J. Leatherwood <jjleatherwood@bartlettspolice.org>
To: "schhim82@gmail.com" <schhim82@gmail.com>

Wed, Sep 27, 2017 at 2:14 P

We will be able to help with your race. Have you got the approvals/permits from City Hall? I will also need to see the route to determine how many officers you will need.

Thank you,

Lieutenant J.J. Leatherwood

Patrol Division

Bartlett Police Department

3730 Appling road

Bartlett, TN 38133

901-734-6614 (cell)

901-385-5505 (fax)

Sothearath Chhim <schhim82@gmail.com>
To: "J.J. Leatherwood" <jjleatherwood@bartlettspolice.org>

Wed, Sep 27, 2017 at 3:01 P

Yes I've turned in the forms but they said they I must have traffic control. I am attaching the course map.

Thank you!

So Chhim

[Quoted text hidden]

--

Sothearath "So" Chhim



Tim Creager Trial 14.pdf
428K

J.J. Leatherwood <jjleatherwood@bartlettspolice.org>
To: Sothearath Chhim <schhim82@gmail.com>

Wed, Sep 27, 2017 at 3:15 P

I'll send 2 officers to assist crossing Old Brownsville Rd.

Thank you,

Lieutenant J.J. Leatherwood

Attachment: 4641 ELLENDALE RD-TIM CREAGER MEMORIAL 5K RUN-2017 (2231 : Tim Creager Memorial 5K Run)

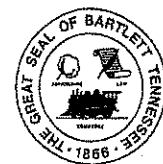
**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/10/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Fallapalooza Fall Festival.



APPLICATION FOR SPECIAL EVENT

OFFICE OF
BARTLETT CODE ENFORCEMENT6462 STAGE ROAD
BARTLETT TN 38134
901-385-64253300 Kirby Whitten RD
Address38134
Zip CodeOct ~~22~~ - 201
Dates of the Event3p to 6pm
Hours of the Event

Fall Festival Fallapalooza

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

New Hope Christian Church
Property Owner

Special Event Permit Applicant

3300 Kirby Whitten
Address of Applicant386-0211
Phone Number382-0257
Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ 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

Total

Robert Looker
Responsible Person- 9-19 - 20
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: FALLAPALOOZA Fall Festival

Location: 3300 Kirby Whitten Rd

Dates: OCT -23 - 201

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* 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.

☐ *Type 2: Special Seasonal Events.* 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.

☐ *Type 3: Commercial Events.* Significant commercial events such as tent sales, sidewalk sales, trade shows, merchandise sales, product demonstrations or transient merchants.

☒ *Type 4: Public Attractions.* 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.**

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

☐ *Public property.* 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.

☐ *Public parks.* 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.)

☐ *City sponsorship.* 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.

☐ *Special use permit or site plan.* 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.

☐ *Yard sales.* Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.

☐ *Auctions/estate sales.* Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

☐ *Business deliveries.* Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.

☐ *Certain solicitations.* 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.

☐ *First Amendment activity.* The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1		✓		<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.	Held on Church property
2			✓	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			✓	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			✓	<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			✓	The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		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			✓	<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		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		✓		<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			✓	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			✓	<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			✓	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		✓		<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			✓	<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		✓ ✓ ✓ ✓ ✓ ✓		<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		✓		<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		✓		<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		✓		<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		✓		<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			✓	<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		✓		<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.	<i>We have Insurance</i>

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.	<i>we clean up</i>
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.	

An afternoon of family fun!

Fallapalooza

\$5 Admission for the entire family

3-6PM SUNDAY, OCT. 22

WIN A NEW CAR!

FOOD, GAMES, PRIZES, CANDY, CLIMBING WALL, INFLATABLES, & FUN!

*Admission does not include the Hole-In-One Challenge

3' x 10'

... WILL BE AVAILABLE
**IN THIS INFLATABLE
IS FIRE RETARDANT**

MEETING:

**NFPA 701-1989
LARGE SCALE TEST**

- AND -

**NFPA 1999
TEST 1 AND TEST 2**

FROM: JINGO JUMP INC

FAX NO. : 8185071827

Mar. 04 2009 03:09PM P1

Certificate of Flame Resistance



REGISTERED FABRIC
ON
CONCERN NUMBER
F-57101

ISSUED BY
DIVISION OF TFP INC
401 WEST CARMEL DRIVE
CARMEL IN 46032

Date treated or
manufactured

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

FOR JINGO JUMP
CITY GLENDALE
ADDRESS 1819 DANA STREET UNIT 2
STATE CALIFORNIA 91201

Certification is hereby made that: (Check "a" or "b")

☐ (a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

☒ (b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used VCD-18n1-ff Reg. No. F-57101

The Flame Retardant Process Used will not Be Removed By Washing (add or with text)

Name of Applicant or Production Superintendent

By BOB BURNS VP OF SALES
Name Title

FR-8

COLED INFLATABLES

DATE: _____

THE MATERIAL USED
IN THIS INFLATABLE
IS FIRE RETARDANT

MEETING:

WPA 701-1000

WPA 701-1000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2017

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 Bradshaw & Weil, Inc. 621 Broadway Paducah KY 42001-6854	CONTACT NAME: PHONE (A/C, No, Ext): (270) 444-7291 FAX (A/C, No): (270) 443-9931 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Brotherhood Mutual Insurance C 13528 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
---	--

INSURED (901) 386-0211
 New Hope Christian Church
 3300 Kirby Whitten Rd.
 Bartlett TN 38134

COVERAGES **CERTIFICATE NUMBER:** Cert ID 4489 **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: _____			41MLA0456586	6/16/2017	6/16/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 _____ \$ _____
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			41ALA0456507	6/16/2017	6/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
A	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			41MLA0456586	6/16/2017	6/16/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 _____ \$ _____
A	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	41WLA456504	6/16/2017	6/16/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors and Officers			41MLA0456586	6/16/2017	6/16/2018	Occurrence Limit \$ 1,000,000
A	EPLI			41MLA0456586	6/16/2017	6/16/2018	Occurrence Limit \$ 1,000,000

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

CERTIFICATE HOLDER City of Bartlett Bartlett Code Enforcement 6462 Stage 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
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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/10/17 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

AGENDA ITEM

Proposal for design and construction plans for widening of Old Brownsville Road.

The City is moving through the right-of-way acquisition process for Old Brownsville Road. We have been given Notice to Proceed for final design on this project. Kimley Horn was selected by the Contract Committee to provide this design.

Attached is their proposal to do this work and move the project to bid. Their proposal is for \$281,412.39.

Please allocate \$290,000.00 for this work. This is a 80/20 federal local match.

Funding to come from Account 311.48311.772.422.



August 22, 2017

Mr. Keith McDonald
Mayor
City of Bartlett
6400 Stage Road
Bartlett, Tennessee 38134

Re: Notice to Proceed for Old Brownsville Road Widening (TDOT PIN 010619.00)

Dear Mayor McDonald:

Attached please find our scope of services and signed letter agreement for the Old Brownsville Road widening project. While our scope covers the entire project, we understand that the City desires to authorize the project work in stages. Your signature below will serve as a Notice to Proceed for Tasks 8 - 12 and half of the project's direct expenses as described in the attached scope and as shown below:

Task 1 Project Management	\$5,457.50
Task 8 Final Design Services	\$130,732.00
Task 9 Environmental Permitting	\$23,538.00
Task 10 Bid Phase Services	\$11,088.00
Task 11 Geotechnical Services	\$92,798.89
Task 12 NEPA Document Re-Evaluation	\$13,798.00

Direct Expenses	\$4,000.00
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Total Lump Sum Fee under this Authorization	\$281,412.39
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We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


Heather Lewis, PE
Project Manager

Accepted By:

Keith McDonald
Mayor, City of Bartlett

kimley-horn.com

6750 Poplar Avenue, Suite 600, Memphis, TN 38138

901.374.9109

Attachment: Kimley Horn proposal (2226 : Final Design Engineering for Old Brownsville Road)



August 22, 2017

Mr. Rick McClanahan, PE
Engineering Department Director
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

Re: Amendment to Professional Services Agreement for Old Brownsville Road Widening from Highway 14 to Kirby Whitten Road, TDOT PIN 010619.00, Bartlett, TN, Shelby County

Dear Mr. McClanahan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Bartlett ("Client" or "City") for providing professional engineering services for the Old Brownsville Road widening project.

Project Understanding

The Old Brownsville Road widening project will provide improvements to this heavily traveled arterial roadway near the northwest edge of the City of Bartlett. This segment of Old Brownsville is currently two lanes wide with some sections widened adjacent to residential developments. The project will widen both sides of Old Brownsville Road to provide either a 5-lane section with two lanes in each direction and a two-way left turn lane in the center or a 4-lane section with raised median and bike lanes. The east end of the project will be on new alignment and tie into Old Brownsville Road approximately 800' east of Kirby Whitten Road. The total project length is 2.29 miles.

The Tennessee Department of Transportation ("TDOT") previously developed the design and associated plans through the Right-of-Way plan stage. These plans were completed March 2013. The Consultant will complete the project design and prepare a set of construction documents suitable for competitive bidding.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination – coordination with the City to provide updates, coordinate project reviews, and other activities to help the City keep the project stakeholders generally informed of the progress of the project.
- Project Review Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for up to 2 project meetings as defined in the tasks below.
- Project Administration – administrative and accounting activities related to the day to day



management of this project.

Kimley-Horn Deliverables:

1. *Meeting Minutes for up to 2 project meetings (1 electronic copy each, Adobe PDF format) to the City and all meeting attendees.*

Task 8 – Final Design Services

Task 8.1 – Value Engineering

Kimley-Horn will review the drainage design and construction phasing to identify design options that may reduce the project impact on existing infrastructure and existing utilities. Kimley-Horn will meet with the City to discuss possible options, and will make minor adjustments where applicable. Major changes to the design will be performed after authorization by the Client in accordance with the Additional Services clause of this Agreement.

Task 8.2 – Americans with Disabilities Act (ADA) Updates to Design

Kimley-Horn will update all curb ramps and driveways within the project area to meet the Public Rights-of-Way Accessibility Guidelines (PROWAG) which have been fully adopted by TDOT.

Task 8.3 – Early Utility Coordination

Kimley-Horn will submit early coordination letters to utility companies in Shelby County. The submittal to each utility owner will consist of a letter by certified mail or email when available requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility. If no response is made within 60 days, a follow up letter by certified mail or email will be submitted giving 10 days to respond. All documentation will be used for Utility Certification.

Task 8.4 – Construction Plans

Kimley-Horn will prepare a set of final construction plans based on the final R.O.W. plans. The plans will be prepared in accordance with the current edition of the TDOT Roadway Design Guidelines and TDOT Computer-Aided Drafting and Design (CADD) Standards. The construction plans will consist of the following sheets:

- Cover sheet
- Index and Standard Drawings sheets
- Estimated Quantities sheets
- Typical Sections sheets
- Tabulated Quantities sheets
- Details and Notes sheets
- Property Map with Right-of-Way Acquisition Table
- Present Layout sheets
- Proposed Layout sheets
- Right-of-Way Layout sheets
- Roadway Profiles
- Drainage Maps
- Culvert Cross Section sheets
- Private Drive Profiles
- Signing and Marking plans

- Retaining Wall Layout plans and details (where appropriate)
- Phased Erosion Prevention and Sediment Control plans
- Construction Traffic Control plans
- Noise Barrier Layout plans and details (if required)
- Traffic Signal Plans (if required)
- Roadway Cross Sections (where appropriate)

Kimley-Horn will submit the draft construction plans to the City for review and comment. Upon receipt of comments from the City, Kimley-Horn will revise the draft construction plans for a submittal to TDOT.

Task 8.5 – Final Utility and Railroad Coordination

Kimley-Horn will submit draft construction plans to utility companies known to have facilities within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility, and will also request that the utility company identify any private utility easements that fall within the project limits that are not shown on the construction plans.

Following the receipt of comments from impacted utility owners, Kimley-Horn will submit a letter to the TDOT Region IV Utility Office requesting Utility Certification for the project.

Task 8.6 – Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the City will be paid for as Additional Services.

Task 8.7 – Final Design Submittal

Kimley-Horn will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, Kimley-Horn will prepare the final Construction Plans and prepare and submit a Design Certification letter to TDOT.

The Final Construction plans will be prepared on 22 by 34 inch mylar sheets, signed and sealed by a State of Tennessee licensed Professional Engineer.

Kimley-Horn Deliverables:

1. Draft Construction plans for City review (1 full-size hard copy, 2 half-size hard copies, and 1 electronic copy, Adobe PDF format)

2. Draft Construction plans for TDOT review (1 electronic copy, Adobe PDF format)
3. Final sealed plans for TDOT submittal (1 full-size mylar hard copy, 2 half-size hard copies, and 1 electronic copy, Adobe PDF format)
4. Design Certification Letter for submittal to TDOT (1 electronic copy, Adobe PDF format)
5. Utility Certification Letter for submittal to TDOT (1 electronic copy, Adobe PDF format)
6. Final sealed plans for bidding (1 electronic copy, Adobe PDF format) to the Client
7. Final engineer's opinion of probable construction cost (1 electronic copy, Adobe PDF format) to the Client
8. All project CAD files in native Microstation DGN format (1 electronic copy each) to the Client
9. All project CAD files converted to AutoCAD DWG format (1 electronic copy each) to the Client

Task 9 – Environmental Permitting

Task 9.1 – Stormwater Pollution Prevention Plan (SWPPP)

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by the Tennessee Department of Environment and Conservation (TDEC) for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit a copy of the SWPPP to the City for review. Kimley-Horn will revise the SWPPP document in accordance with the City's comments and will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. The City of Bartlett shall be responsible for all permitting and review fees associated with this task.

Task 9.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity will be required. Kimley-Horn will prepare the NPDES General Permit application and will submit it to the City and TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDOT, TDEC, or any other agency, those permits can be provided by Kimley-Horn in accordance with Additional Services clause of this Agreement.

Task 9.3 – Nationwide 404 Permit and General 401 Water Quality Certification

The proposed project contains at least one stream crossing with stream impacts less than 200 feet in length. At this location, a set of general Aquatic Resource Alteration Permits (ARAP) will be required. Kimley-Horn will prepare and submit the applications for a project-wide Nationwide #14 permit and a General 401 Water Quality Certification to the U.S. Army Corps of Engineers (USACE) and TDEC, respectively. After receiving comments, Kimley-Horn will prepare and submit revised final permit applications to each agency as required.

Task 9.4 – Individual 404 Permit and 401 Water Quality Certifications

The improvements at both Howard Creek and Raner Creek will impact more than 200 feet of stream length. Accordingly, they will each require individual ARAP permits. Kimley-Horn will prepare and

submit the applications for individual 404 permits and individual 401 Water Quality Certifications to the U.S. Army Corps of Engineers (USACE) and TDEC, respectively. After receiving comments, Kimley-Horn will prepare and submit revised final permit applications to each agency as required.

The City of Bartlett will be responsible for all review and permitting fees associated with the project.

Task 9.5 – Permit Certification

After all project permits have been received, Kimley-Horn will prepare and submit to TDOT a letter requesting environmental permit concurrence.

Kimley-Horn Deliverables:

1. *Draft Project SWPPP (One hard copy and one electronic copy, Adobe PDF format, to the City and one hard copy to TDEC)*
2. *Final Project SWPPP (One hard copy and one electronic copy, Adobe PDF format, to the City and one hard copy to TDEC)*
3. *NPDES Permit Application (One electronic copy each, Adobe PDF format, to the City and to TDEC)*
4. *Draft Nationwide 404 and General 401 water quality permit application, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
5. *Final Nationwide 404 and General 401 water quality permit application, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
6. *Draft Individual 404 and Individual 401 water quality permit applications, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
7. *Final Individual 404 and Individual 401 water quality permit applications, (One electronic copy each, Adobe PDF format, to the City, USACE, and TDEC)*
8. *Permit Concurrence Letter for submittal to TDOT (1 electronic copy, Adobe PDF format)*

Task 10 – Bid Phase Services

Task 10.1 – DBE Goal Setting

Given the construction budget for this project, the City of Bartlett will be required to set goals for DBE participation in the construction contract as defined in federal regulation 49 CFR 23/26. Kimley-Horn will work with personnel at the TDOT Civil Rights Office to set an appropriate and realistic DBE goal for the project based on the type and quantity of work being performed and the local availability of qualified DBE contractors. Kimley-Horn will prepare a DBE Goal Worksheet for submittal to the City and TDOT for review and approval.

Task 10.2 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract in accordance with TDOT Office of Local Programs standards. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements, specifications, required special provisions, and an 11 by 17 inch plan set. The proposal contract will be submitted to the TDOT Office of Local Programs for approval and authorization for the City to proceed with bidding the project. Upon receiving the Notice to Proceed with the Construction Phase from TDOT, Kimley-Horn will print and deliver up to 20 bond copies of the plans and Proposal Contract as requested to the City.



Task 10.3 – Bid Assistance

Upon receiving authorization from TDOT to receive bids, Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. Kimley-Horn staff will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with City of Bartlett staff following the bid opening to assist with bid review. Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents and in accordance with TDOT Policy No. 355-02, *Awards of Construction Contracts*. Kimley-Horn will prepare a written summary of this tabulation and evaluation. Kimley-Horn will submit the bid tabulation and other required documentation to TDOT for review and approval to award the contract to the lowest responsive bidder.

Kimley-Horn Deliverables:

1. *Project DBE Goal Worksheet (One electronic copy to the City and one electronic copy to TDOT)*
2. *Draft Proposal Contract (one electronic copy in Adobe Acrobat PDF format) to TDOT*
3. *Final Proposal Contract (one electronic copy in Adobe Acrobat PDF format) to TDOT*
4. *Plans Package and Proposal Contract copies for bidders (twenty bond copies) to City*
5. *Responses to bidder questions (one electronic copy in Adobe Acrobat PDF format) to City*
6. *Bid tabulation and Request to Award letter for submittal to TDOT (one electronic copy in Adobe Acrobat PDF format)*

Task 11 – Geotechnical Investigation

Kimley-Horn will perform a geotechnical investigation of the project area. The geotechnical investigation will be performed in accordance with TDOT Materials and Tests Division guidelines and will consist of:

1. Two borings at each box culvert location to a depth of 40 feet;
2. Grouting of boreholes at box culverts per Shelby County regulations;
3. 47 borings along roadway mainline alignment at a maximum spacing of 600 feet (some spacing are less due to the cut/fill height or location) to a depth of 15 to 40 feet (depending on the height of the cut/fill);
4. Two borings along the Billy Maher alignment to a depth of 15 feet;
5. Two borings along the Connector Road alignment to a depth of 15 feet;
6. Coring of existing asphalt roadway in 20 locations;
7. Patching of all roadway cores with asphalt;
8. Performing classification, strength, compaction, California Bearing Ratio (needed for the pavement design) and compressibility tests in the laboratory;
9. Preparation of a proposed pavement design per 1993 AASHTO standards;
10. And preparing a report that includes the results of the field and laboratory test results, analyses, and recommendations pertinent to pavement design and construction per TDOT standards.

Sampling frequency and spacing is based on TDOT Materials and Tests Divisions guidelines.

The on-pavement portions of the fieldwork will be performed at night so as to lessen the impact to the motoring public using the existing roadway. Kimley-Horn will provide traffic control measures needed to accommodate the work.

Per TDOT requirements, the investigation will also include installation and clean-up of erosion control measures during the off-pavement portions of the fieldwork.

Kimley-Horn Deliverables:

1. *Geotechnical Report (1 electronic copy, Adobe PDF format) to the City*

Task 12 – NEPA Document Re-Evaluation

The Tennessee Department of Transportation (TDOT) completed a Categorical Exclusion document for the project that was approved in 2010. Environmental documents have a shelf life of three years, after which they must be re-evaluated and re-approved. The initial Old Brownsville document expired in 2013, and a first re-evaluation was prepared and approved on September 9, 2014. The first re-evaluation will expire on September 9, 2017, so a second re-evaluation is now required in order for the project to be eligible to receive construction funding at the appropriate time.

Task 12.1 – Bat Habitat Survey

Since the time of the original CE document preparation, both the Indiana bat (*Myotis sodalis*) and the Northern Long-Eared bat (*Myotis septentrionalis*) have become a species of concern for the United States Fish and Wildlife Service (USFWS) and have typically required a two-stage review process. The first stage involves the performance of a habitat survey along the project corridor to determine if there are any likely roosting areas for the bats present that may be impacted by construction. If suitable habitat is located, then a second stage of investigation is typically required to confirm the actual presence or absence of bats within the corridor.

These new regulations were in effect at the time of the first re-evaluation in 2014, but the USFWS did not require any additional studies at that time, and re-affirmed their finding that the project was "not likely to adversely affect" threatened or endangered bat species based on a lack of suitable habitat in the project area.

For the purposes of this second re-evaluation, we are assuming that USFWS will require that a new habitat survey of the project area be performed. Should initial coordination with USFWS indicate that they will not require a new habitat survey, then this task will not be performed.

After confirming the need for the study and after receiving a task-specific Notice to Proceed from the City, Kimley-Horn will perform a field investigation with appropriate data collection and prepare the required habitat survey report as outlined in the *2017 Range-Wide Indiana Bate Summer Survey Guidelines* published by USFWS. The report will be submitted to USFWS for review and comment. Kimley-Horn will respond to reasonable requests for clarification or additional information with respect to the report's findings.

Kimley-Horn Deliverables:

1. Draft Habitat Survey document for USFWS review (1 electronic copy, Adobe PDF format)
2. Final Habitat Survey document for USFWS approval (1 electronic copy, Adobe PDF format)

Task 12.2 –Re-Evaluation Document Preparation

Kimley-Horn will prepare and submit documentation to TDOT for a re-evaluation of the previous NEPA CE document based on the approved concept plans and design plans described above. Kimley-Horn will prepare a letter report consisting of the following elements:

- Complete description of the project and any design changes introduced since the last re-evaluation
- Summary of impacts and agency responses related to the following:
 - Cultural resources
 - Section 106 of the National Historic Preservation Act of 1966
 - Section 106 of the National Historic Preservation Act of 1966, Native American Coordination
 - Ecology
 - Federally Protected Species List and Biological Assessments
 - Hazardous Materials
 - Air quality
 - Noise Impacts
- Updated Photo log of proposed ROW alignment

Kimley-Horn will submit a draft re-evaluation to TDOT for review and comment. Following TDOT's review, Kimley-Horn will revise the document per TDOT's comments and recommendations and submit a final CE Re-Evaluation document for review and approval.

Kimley-Horn Deliverables:

1. Draft CE RE-Evaluation document for TDOT review (1 electronic copy, Adobe PDF format)
- Final CE RE-Evaluation document for TDOT approval (1 electronic copy, Adobe PDF format)

Additional Services

No construction phase services are included in this Agreement. However, Kimley-Horn has both the personnel and the TDOT certifications required to provide the full range of Construction Engineering and Inspection (CEI) Services for this project. If desired by the City of Bartlett and approved by TDOT, Kimley-Horn can provide CEI services in accordance with the Additional Services clause of this Agreement.

Any other services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Utility Relocation Design



- Sanitary Sewer Design
- Environmental Technical Studies
- Additional Right-of-Way Phase Services
- Bat Presence Survey
- Construction Phase Services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing plans for roadways, drainage, and utilities for previous adjacent projects.
- Existing plans or plats for proposed developments in the project area
- Electronic and paper files received from TDOT regarding project
- Right-of-Way Certification letter following acquisition of required ROW and easements

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-11 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$5,457.50
Task 8 Final Design Services	\$130,732.00
Task 9 Environmental Permitting	\$23,538.00
Task 10 Bid Phase Services	\$11,088.00
Task 11 Geotechnical Services	\$92,798.89
Task 12 NEPA Document Re-Evaluation	\$13,650.00

Direct Expenses	\$4,000.00
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Total Lump Sum Fee	\$281,412.39
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your approval of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Bartlett.



Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

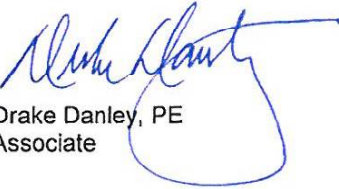
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.



We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Drake Danley, PE
Associate



Heather Lewis, PE
Project Manager

CITY OF BARTLETT
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions



Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not

intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association

as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Tennessee. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Project Name: Old Brownsville Road

Date Prepared: 8/22/2017

Estimated By: Lewis

Survey and Design Labor

Task Description	Estimated Mandays	Estimated Fee
1 - Project Management	4.2	\$5,457.50
2 - Survey Verification Update	0.0	\$0.00
3 - NEPA - Noise Study	0.0	\$0.00
4 - Right-of-Way Design Review Services	0.0	\$0.00
5 - Right-of-Way Phase Services	0.0	\$0.00
6 - Noise Barrier Design	0.0	\$0.00
7 - Traffic Signal Services	0.0	\$0.00
8 - Final Design Services	125.9	\$130,732.00
9 - Environmental Permitting	21.6	\$23,538.00
10 - Bid Phase Services	9.3	\$11,088.00
12 - NEPA Reevaluation Services	8.4	\$9,898.00

Expense Description	Estimated Fee
Direct Expenses	\$4,000.00
Geotechnical Task 11	\$92,798.89
Bat Habitat Part of Task 12	\$3,900.00

Design Labor: \$180,713.50
Design Expenses: \$100,698.89

Project Total: \$281,412.39

Old Brownsville Road Manday Estimate

8/22/2017

1 - Project Management	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Contracts	0.5	1.0	2.0						3.5
Monthly Invoicing (assume 8 months)			4.0				4.0	4.0	12.0
Project Review Meetings (2 Meetings)	6.0	6.0	6.0						18.0
Subtotal (Hours)	6.5	7.0	12.0	0.0	0.0	0.0	4.0	4.0	33.5
Subtotal (Mandays)	0.8	0.9	1.5	0.0	0.0	0.0	0.5	0.5	4.2
Subtotal (Cost)	\$1,553.50	\$1,344.00	\$1,872.00	\$0.00	\$0.00	\$0.00	\$376.00	\$312.00	\$5,457.50
2 - Survey Verification Update	Survey Principal	Survey Senior Prof.	Survey Professional	Survey Supervisor	Party Chief	Inst. Man	Rodman	Designer, EI	Labor Total
Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 - NEPA - Noise Study	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 - Right-of-Way Design Review Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 - Right-of-Way Phase Services	Survey Principal	Survey Senior Prof.	Survey Professional	Survey Supervisor	Party Chief	Inst. Man	Rodman	Designer, EI	Labor Total

Old Brownsville Road Manday Estimate

8/22/2017

Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

6 - Noise Barrier Design	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

7 - Traffic Signal Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

8 - Final Design Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Value engineering - Infrastructure/Utilities/Construction Phasing		24.0	40.0	40.0					104.0
Review entire drainage system		16.0	80.0	80.0					176.0
Utility coordination during final design				16.0					16.0
ADA Ramp and Driveway Updates		8.0	16.0	40.0					64.0
Final Signing and Marking design				16.0					16.0
Final Traffic Control design			16.0	24.0					40.0
Final EPSC design				20.0	40.0				60.0
Plans Prep - Standard Drawings				4.0	8.0				12.0
Plans Prep - Tabulated Quantities				8.0	16.0				24.0
Plans Prep - Signing and Marking Plan				8.0	24.0				32.0
Plans Prep - Traffic Control Plan			8.0	50.0	24.0				82.0
Final quantities calculation			40.0	40.0	40.0				120.0
Prepare final engineer's opinion of probable cost				8.0	4.0				12.0
TDOT LPA Early Utility Coordination			5.0	8.0				16.0	29.0
TDOT LPA Utility Certification and followup			8.0						8.0
TDOT LPA ROW Certification and followup			8.0						8.0
TDOT LPA Design Certification and followup			8.0						8.0
Internal QA/QC		24.0							24.0
Revisions from internal QA/QC			24.0	24.0	40.0				88.0

Old Brownsville Road Manday Estimate

8/22/2017

Prepare draft Const Plans submittal package for City review			2.0		4.0				6.0
Prepare for and attend Const Submittal review meeting		4.0	4.0						8.0
Prepare and distribute minutes from review meeting			4.0	4.0					8.0
Plans revisions based on review meeting			16.0		40.0				56.0
Prepare final Const Plans submittal package for TDOT review			2.0		4.0				6.0
Subtotal (Hours)	0.0	76.0	281.0	390.0	244.0	0.0	0.0	16.0	1007.0
Subtotal (Mandays)	0.0	9.5	35.1	48.8	30.5	0.0	0.0	2.0	125.9
Subtotal (Cost)	\$0.00	\$14,592.00	\$43,836.00	\$44,460.00	\$26,596.00	\$0.00	\$0.00	\$1,248.00	\$130,732.00

9 - Environmental Permitting	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
SWPPP and NPDES Permit		2.0	4.0	18.0					24.0
Corps 404 General Permit									0.0
Compile letter and exhibits		2.0	9.0	13.0					24.0
Draft to City and Revisions			2.0	6.0					8.0
Coordination			6.0						6.0
Corps 404 Individual Permits									0.0
Compile additional documents		2.0	13.0	20.0					35.0
Coordination			9.0						9.0
TDEC 401 permit									0.0
Application and Narrative		2.0	9.0	13.0					24.0
Exhibits			2.0	13.0					15.0
Draft Report Compilation and Revisions			3.0	6.0					9.0
Advertising and Sign Coordination			6.0						6.0
TDEC Coordination			9.0						9.0
									0.0
TDOT LPA Permit Concurrence Letter and Follow up			4.0						4.0
Subtotal (Hours)	0.0	8.0	76.0	89.0	0.0	0.0	0.0	0.0	173.0
Subtotal (Mandays)	0.0	1.0	9.5	11.1	0.0	0.0	0.0	0.0	21.6
Subtotal (Cost)	\$0.00	\$1,536.00	\$11,856.00	\$10,146.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,538.00

10 - Bid Phase Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Prepare DBE goal worksheet / send to City / follow up		1.0	4.0						5.0
Prepare draft Proposal Contract for TDOT / City review		2.0	8.0	8.0					18.0
Revise Proposal Contract per comments		1.0	2.0	8.0					11.0
Prepare for and attend Pre-bid Meeting		4.0	4.0						8.0
Respond to bidder questions / prepare bid addenda		2.0	5.0	8.0					15.0
Prepare for and attend Bid Opening		4.0	4.0						8.0

Page 4 of 6

Old Brownsville Road Manday Estimate

8/22/2017

Prepare bid tabulation and evaluation / summary		1.0	4.0	2.0					7.0
Prepare Request to Award letter		0.5	2.0						2.5
Subtotal (Hours)	0.0	15.5	33.0	26.0	0.0	0.0	0.0	0.0	74.5
Subtotal (Mandays)	0.0	1.9	4.1	3.3	0.0	0.0	0.0	0.0	9.3
Subtotal (Cost)	\$0.00	\$2,976.00	\$5,148.00	\$2,964.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,088.00

11 - Geotechnical Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
See expense item and Geotechnology Estimate									0.0
Subtotal (Hours)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Mandays)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Subtotal (Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

12 - NEPA Reevaluation Services	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Re-Evaluation Document Preparation	2.0	15.0	20.0	30.0					67.0
Bat Habitat Survey - See attached expense item and Tioga Estimate									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
									0.0
Subtotal (Hours)	2.0	15.0	20.0	30.0	0.0	0.0	0.0	0.0	67.0
Subtotal (Mandays)	0.3	1.9	2.5	3.8	0.0	0.0	0.0	0.0	8.4
Subtotal (Cost)	\$478.00	\$2,880.00	\$3,120.00	\$3,420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,898.00

Total Per Classification	Principal	Senior Professional	Professional	Analyst	Designer	Technician/ Drafter	Project Accountant	Clerical/ Admin	Labor Total
Total Manhours:	6.5	106.5	402.0	505.0	244.0	0.0	4.0	20.0	1288.0
Rate:	\$239.00	\$192.00	\$156.00	\$114.00	\$109.00	\$94.00	\$94.00	\$78.00	
Cost:	\$1,553.50	\$20,448.00	\$62,712.00	\$57,570.00	\$26,596.00	\$0.00	\$376.00	\$1,560.00	\$170,815.50

Old Brownsville Road Manday Estimate

8/22/2017

Total Per Classification	Survey Principal	Survey Senior Prof.	Survey Professional	Survey Supervisor	Party Chief	Inst. Man	Rodman	Designer, EI	Labor Total
Total Manhours:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rate:	\$180.00	\$155.00	\$128.00	\$108.00	\$88.00	\$50.00	\$45.00	\$85.00	
Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/10/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bids for annual Animal Shelter supplies.

On June 28, 2017 an ad was placed in *The Daily News*. On July 20, 2017 the City of Bartlett received four of bids, which were opened at City Hall.

Bids were received from the following companies:

Animal Shelter Medical Supplies	Henry Schein **
	MWI **
	Midwest Vet **
	Patterson (did not qualify)

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

Funds will be available in Account I 10.43800.321.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/10/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for emergency standby, portable generator.

On September 8, 2017 an ad was placed in *The Daily News*. On September 28, 2017 the City of Bartlett received three bids, which were opened at City Hall.

Bids were received from the following companies:

Phoenix Electric	\$70,000.00
RP Power	\$80,106.00
Thompson Cat	\$65,700.00

We recommend the bid be awarded to Thompson Cat for a total price of \$65,700.00.

Funds are available in Account 51.051300.939.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/10/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for two knuckle boom loaders.

On August 31, 2017, an ad was placed in *The Daily News*. On September 21, 2017 the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

River City Hydraulics	\$279,380.00
Sansom Equipment	\$288,502.00
Summit Truck	\$260,194.00
Tag Truck	\$254,909.26

We recommend the bid be awarded to TAG Truck for a total price of \$254,909.26.

Funds are available in Account 122.48122.935.

Thank you for your consideration.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/10/17 07:00 PM
Department: Finance
Category: Presentation
Prepared By: Stefanie McGee
Department Head: Dick Phebus

AGENDA ITEM

**Presentation of Debt Obligation Form Related to General
Obligation Refunding and Improvement Bonds, Series 2017.**

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☐ No Recurring Costs

Remarketing Agent
 Paying Agent / Registrar
 Trustee
 Liquidity / Credit Enhancement
 Escrow Agent
 Sponsorship / Program / Admin
 Other _____

AMOUNT
 (Basis points/\$)

400

400

FIRM NAME
 (If different from #11)

13. Disclosure Document / Official Statement:☐ None Prepared☒ EMMA link<https://emma.msrb.org/ER1086061-ER850012-ER1250688.pdf> or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes☐ NoIf yes to either question, date that disclosure is due Within 1 yr of FY endName and title of person responsible for compliance Dick Phebus, Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSLE:

on _____

either by:

☒ Mail to:

OR

☐ Email to:

505 Deaderick Street, Suite 1600
 James K. Polk State Office Building
 Nashville, TN 37243-1402

StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:****AUTHORIZED REPRESENTATIVE****PREPARER**

Name

A. Keith McDonaldLillian Blackshear

Title

MayorAttorney

Firm

kmcdonald@cityofbartlett.orgBass, Berry & Sims PLC

Email

10/05/2017lblackshear@bassberry.com

Date

10/05/2017

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2018	\$ 1,515,000.00	5.0000 %	2029	\$ 2,270,000.00	5.0000 %
2019	\$ 1,605,000.00	5.0000 %	2030	\$ 2,375,000.00	4.0000 %
2020	\$ 1,680,000.00	5.0000 %	2031	\$ 2,470,000.00	4.0000 %
2021	\$ 1,760,000.00	5.0000 %	2032	\$ 2,570,000.00	4.0000 %
2022	\$ 1,850,000.00	5.0000 %	2033	\$ 2,680,000.00	4.0000 %
2023	\$ 1,830,000.00	5.0000 %	2034	\$ 2,785,000.00	4.0000 %
2024	\$ 1,925,000.00	5.0000 %	2035	\$ 2,895,000.00	4.0000 %
2025	\$ 2,030,000.00	5.0000 %	2036	\$ 3,020,000.00	4.0000 %
2026	\$ 2,135,000.00	5.0000 %	2037	\$ 3,145,000.00	4.0000 %
2027	\$ 2,235,000.00	5.0000 %		\$	%
2028	\$ 2,155,000.00	5.0000 %		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 65,000	PFM Financial Advisors LLC
Legal Fees	\$ 0	
Bond Counsel	\$ 55,000	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 800	U.S. Bank (incl. escrow agent fee)
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 53,600	Standard & Poor's, Moody's
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount <u>0.30</u> %		
Take Down	\$ 135,499	Morgan Stanley & Co, LLC
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 6,250	i-Preo, The Commercial Appeal
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 0	
TOTAL COSTS	\$ 316,149	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	City of Bartlett, Tennessee
Address	6400 Stage Road Bartlett, TN 38134
Debt Issue Name:	General Obligation Refunding and Improvement Bonds, Series 2017
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: \$ 44,930,000.00	
Premium/Discount:	\$ 7,018,887.75
3. Interest Cost: 2.7240 %	
☒ Tax-exempt ☐ Taxable	
☒ TIC ☐ NIC ☐ Variable: Index _____ plus _____ basis points; or ☐ Variable: Remarketing Agent _____ ☐ Other: _____	
4. Debt Obligation:	
☐ TRAN ☐ RAN ☐ CON ☐ BAN ☐ CRAN ☐ GAN ☒ Bond ☐ Loan Agreement ☐ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
5. Ratings:	
☐ Unrated Moody's <u>Aa1</u> Standard & Poor's <u>AAA</u> Fitch _____	
6. Purpose:	
BRIEF DESCRIPTION	
☒ General Government	10.59 % Financing various capital projects for City
☒ Education	84.92 % Financing City school projects
☐ Utilities	_____ % _____
☐ Other	_____ % _____
☒ Refunding/Renewal	4.49 % Refunding G.O. Bonds, Series 2007 & Series 2009
7. Security:	
☒ General Obligation ☐ General Obligation + Revenue/Tax ☐ Revenue ☐ Tax Increment Financing (TIF) ☐ Annual Appropriation (Capital Lease Only) ☐ Other (Describe): _____	
8. Type of Sale:	
☒ Competitive Public Sale ☐ Interfund Loan _____ ☐ Negotiated Sale ☐ Loan Program _____ ☐ Informal Bid	
9. Date:	
Dated Date: 10/05/2017	Issue/Closing Date: 10/05/2017



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2235)

Meeting: 10/10/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2235

Resolution 44-17, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett Tax Rolls.

WHEREAS, the Shelby County Trustee's Office has identified delinquent property taxes that have been determined to be uncollectible and has removed all tax, interest, penalties and associated costs from the Trustee's tax system; and

WHEREAS, the City of Bartlett has determined that these taxes dating from Tax Year 2005 through 2016 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the taxes, interest, penalties and associated costs, including grass charges, on the properties listed in the attached Schedule A totaling \$3,541.80 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of October 10, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

BARTLETT WRITE-OFF

EXHIBIT "A"
UNCOLLECTABLE PROPERTY MAINTENANCE CHARGES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2017
 THRU JUNE 30, 2018

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
UTLMC079320	50082	2006	H & C TRANSPORT	MOTOR CARRIER	OUT OF BUSINESS	\$99.64
PB194510	50898	2014	ADOPTION SEARCH AND REUNION	7243 SHADY OAKS DR	OUT OF BUSINESS	\$32.56
PB191087	60073	2010	ARGUS IT SECURITY	2378 BARTLETT OAKS DR	OUT OF BUSINESS	\$5.81
PB191087	60079	2011	ARGUS IT SECURITY	2378 BARTLETT OAKS DR	OUT OF BUSINESS	\$7.15
PB191087	51304	2014	ARGUS IT SECURITY	2378 BARTLETT OAKS DR	OUT OF BUSINESS	\$7.29
PB233222	60004	2015	INSURANCE PROFESSIONALS LLC	5070 ASHLAND GROVE ST	OUT OF BUSINESS	\$4.86
PB129956	41235	2011	MID AMERICAN SPECIALTIES INC	8059 STAGE HILLS BLVD	OUT OF BUSINESS	\$2,065.59
PB165071	51585	2010	SOUTHERN DISTRIBUTION	6969 HIGHWAY 70	OUT OF BUSINESS	\$16.54
PB165071	41649	2011	SOUTHERN DISTRIBUTION	6969 HIGHWAY 70	OUT OF BUSINESS	\$19.67
PB165071	61651	2012	SOUTHERN DISTRIBUTION	6969 HIGHWAY 70	OUT OF BUSINESS	\$23.69
PB125606	40046	2005	ADAMS & ASSOCIATES INSURANCE	2851 STAGE VILLAGE CV	STATUTE OF LIMITATIONS	\$63.67
PB163996	40075	2005	ALLEN AIRE HEATING & COOLING	3011 SHADOW TREE CV	STATUTE OF LIMITATIONS	\$104.54
PB096272	40357	2005	CAGLE BOB	3773 BROADWAY	STATUTE OF LIMITATIONS	\$265.28
PB119253	40507	2005	CUSTOM COATING PAINTING & HARDWOOD	6066 SURREY HOLLOW CV	STATUTE OF LIMITATIONS	\$7.62
PB178561	40768	2005	FREELANCE JEWELRY	3189 KIRBY WHITTEN PKWY #1	STATUTE OF LIMITATIONS	\$9.43
PB155887	40807	2005	GATOR BROWNS BAIT N TACKLE SHOP	6818 HWY 70 SUMMER AVE	STATUTE OF LIMITATIONS	\$53.06
PB113709	40831	2005	GRADY W AGEY ATTY	6385 STAGE RD #1	STATUTE OF LIMITATIONS	\$13.36
PB168113	40886	2005	HARRIS REALTY INSURANCE SERVICES	3189 KIRBY WHITTEN PKWY	STATUTE OF LIMITATIONS	\$13.76
PB196591	50133	2005	IMPRESSION	5700 FERGUSON RD #5	STATUTE OF LIMITATIONS	\$80.17
PB165467	41035	2005	KELLEYS CONSTRUCTION	3583 SOUTHERN WAY	STATUTE OF LIMITATIONS	\$4.72
PB180949	50118	2005	MIDSOUTH INVESTMENTS	3189 KIRBY WHITTEN PKWY	STATUTE OF LIMITATIONS	\$3.93
PB136714	41403	2005	POP A LOCK	6833 HWY 70	STATUTE OF LIMITATIONS	\$530.16
PB175827	50123	2005	PROFESSIONAL SOUND SERVICES	3134 APPLING RD	STATUTE OF LIMITATIONS	\$80.17
PB134327	41497	2005	ROAD RUNNER SMALL PACKAGE DELIVERY	8001 STEVEN FRANKLIN DR	STATUTE OF LIMITATIONS	\$5.50
PB184839	50129	2005	SHELBY COUNTY CUSTOMS	3385 SUMMER AVE	STATUTE OF LIMITATIONS	\$18.08
PB233222	51034	2016	INSURANCE PROFESSIONALS LLC	5070 ASHLAND GROVE ST	OUT OF BUSINESS	\$5.35
						\$3,541.60



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2232)

Meeting: 10/10/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2232

Resolution 45-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund.

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

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its FY2017 Education Capital Projects Fund Budget approved on September 28, 2017 which is labeled "Exhibit A" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the September 28, 2017, amendments to the FY2018 Education Capital Projects Fund Budget of the Bartlett City Board of Education is approved, as detailed in the attached document labeled "Exhibit A".

Adopted this day of October 10, 2017

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

EXHIBIT "A"



RESOLUTION 5-3

A RESOLUTION TO AMEND THE 2017-2018 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

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

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

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

Section 1. That the Education Capital Projects Fund Budget for the 2017-2018 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

2017-18 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$4,331,625
Revenues are amended in the following categories:	
177-44170-00000-000-0000-5028 Misc. Revenue – Applying HVAC Replacement is amended from \$240,000 to \$320,000	\$80,000
Amended 2017-18 Education Capital Project Fund Budget Revenues	\$4,411,625
2017-18 EDUCATION CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$4,331,625
Expenditures are amended in the following categories:	
177-91300-39900-000-0000-5028 Education Capital Projects – Other Contracted Services Applying HVAC Replacement is amended from \$240,000	

to \$320,000	\$80,000
Amended 2017-18 Education Capital Project Fund Budget Expenditures	\$4,411,625

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 28, 2017 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of September, 2017.

Shirley Jackson, Chairman
Bartlett City Board of Education

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

APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2234)

Meeting: 10/10/17 07:00 PM

Department: Finance

Category: Budget

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2234

Resolution 46-17, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$23,300 and amend the Fiscal Year 2018 Grant Fund Budget to appropriate the grant funds.

WHEREAS, the Police Department did apply for and receive a 100 percent funded grant from the State of Tennessee Highway Safety Office in the amount of \$23,300 for overtime costs and operating expenses for the 2018 State and Community Highway Safety Grant; and

WHEREAS, it is necessary to accept the grant and amend the Fiscal Year 2018 Grant Fund budget to appropriate the grant revenues and expenditures; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the State of Tennessee Community Highway Safety Grant in the amount of \$23,300 is accepted and the Fiscal Year 2018 Grant Fund Budgets shall be amended to appropriate the grant as follow:

Org Code	Object Code	Project	Description	Expenditure	Revenue
13142100	163	02118	Travel	2,000.00	
13142100	341	02118	Supplies	3,637.50	
13142100	994	02118	Transfers to General Fund	17,662.50	
13130000	33683	02118	TDOT Grants		23,300.00

Adopted this day of October 10, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

06-27-17 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																															
Begin Date October 1, 2017		End Date September 30, 2018		Agency Tracking # Z18THS018	Edison ID 56132 (PT)																																										
Grantee Legal Entity Name Bartlett Police Department					Edison Vendor ID 1617																																										
Subrecipient or Contractor ☒ Subrecipient ☐ Contractor		CFDA # 20.600 Grantee's fiscal year end 06/30/2018																																													
Service Caption (one line only) Police Traffic Services																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2018</td> <td></td> <td>\$23,300.00</td> <td></td> <td></td> <td>\$23,300.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$23,300.00</td> <td></td> <td></td> <td>\$23,300.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2018		\$23,300.00			\$23,300.00																									TOTAL:		\$23,300.00			\$23,300.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2018		\$23,300.00			\$23,300.00																																										
TOTAL:		\$23,300.00			\$23,300.00																																										
Grantee Selection Process Summary ☒ Competitive Selection Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree", "somewhat agree" or "disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores, data, and funding availability.																																															
☐ Non-competitive Selection																																															
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG																																											
Speed Chart (optional)		Account Code (optional) 71302000																																													

06-27-17 GG

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Bartlett Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	69A37518300004020TN0
Federal award date	10/01/2017
CFDA number and name	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2017
Grant contract's end date	09/30/2018
Amount of federal funds obligated by this grant contract	\$23,300.00
Total amount of federal funds obligated to the subrecipient	\$23,300.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,835,833.04
Name of federal awarding agency	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the federal awarding official	Vic Donoho, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589 FAX #: (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%

GRANT BUDGET				
Agency Name: Bartlett Police Department				
Project Title: Police Traffic Services				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/01/2017 END: 09/30/2018				
POLICY 03 Object Line-item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$17,662.50	\$0.00	\$17,662.50
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$3,637.50	\$0.00	\$3,637.50
11, 12	Travel, Conferences & Meetings	\$2,000.00	\$0.00	\$2,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$23,300.00	\$0.00	\$23,300.00
¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: http://www.state.tn.us/finance/act/documents/policy3.pdf). ² Applicable detail follows this page if line-item is funded.				



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2236)

Meeting: 10/10/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2236 A

Resolution 47-17, a resolution to amend the FY18 Capital Improvement Program and Debt Service Fund Budgets to recognize general obligation bond proceeds, refunding bond proceeds, cost of issuance, interest expense and interest earnings.

WHEREAS, the City of Bartlett authorized the issuance of \$44,900,000 of general obligation and refunding bonds to provide for both the City FY18 CIP program and school bonds for construction of a new Bartlett High School; and

WHEREAS, the above noted bonds were sold and proceeds were distributed to various city accounts on October 5, 2017 and amendments to the funds mentioned in the caption to this resolution are required;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY18 Capital Improvements Program Budget and the FY18 Debt Service are amended as follows:

Org Code	Object Code	Project	Description	Expenditure	Revenue
20030000	36735		Transfers from CIP		185,529.37
20049000	201		Bond Issuance Cost	185,529.37	
20030000	36250		Bond Proceeds		2,005,000.00
20030000	36265		Premium on Bond		319,415.43
20049000	9990		Payment to Escrow Agent	2,324,415.43	
20049000	8817		Series 2017A Interest	5,000.00	
20049000	88171		School Series 2017 Interest	100,000.00	
20030000	36735		Transfers from CIP		105,000.00
31130000	391810		Bond Proceeds		321,028.32
31148311	996		Transfers to Debt Service	185,529.37	
31148311	201		Bond Underwriter's Discount	135,498.95	

31148311	391810	130	Bond Proceeds		44,000,000.00
31148311	9845	130	Transfers to Schools	44,000,000.00	
31148311	36135	130	Interest Earnings		600,000.00
31148311	996	130	Transfers to Debt Service	600,000.00	
20030000	36735		Transfers from CIP		600,000.00
20049000	982		Contribution to FB	600,000.00	

Adopted this day of October 10, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk