



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, SEPTEMBER 13, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Johnny Byrd, Legacy Church

FUTURE MEETINGS

Board of Zoning Appeals, September 15 at 6:30 p.m.

Historic Preservation Commission, September 19 at 7 p.m.

Bartlett Arts Council, September 20 at 6 p.m.

BPACC Advisory Board, September 20 at 6 p.m.

Design Review Commission, September 20 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the August 23, 2022 Board of Mayor and Aldermen Regular Meeting

Minutes of the August 30, 2022 Board of Mayor and Aldermen Special Called Meeting

CONSENT AGENDA

- 1 Special event permit for The Legend of Stanky Creek Mountain Bike Race. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 1 from 9 a.m. to 5 p.m. at Nesbit Park.

- 2 Purchase one walking floor trailer. (Matt Crenshaw, Assistant Director of Public Works)**

Request authorization to purchase one walking floor trailer from Sourcewell at a total cost of \$124,646.00. Sourcewell is a single source provider. Funds are available in Account 122.48122.939

3 Purchase one Ford F-150. (Matt Crenshaw, Assistant Director of Public Works)

Request authorization to purchase one F-150 regular cab pick-up, 4x2, 8' bed from Ford of Murfreesboro on the State contract at a total cost of \$31,706.00. Funds are available in Account 510.51300.935.

4 Bid for one police motorcycle. (Jeff Cox, Police Chief)

Recommend accepting the bid from Performance Plus Cycles at a cost of \$28,727.99 for one 2023 BMW R1250 RT-P Police Pursuit Motorcycle. Funds are available in Account 124.48124.935.

5 Proposal for ARPA Grant Administration Funds. (John Horne, Assistant Director of Engineering)

Recommend accepting the proposal from SIC Project Management, Inc. This proposal is for Grant Administration (as required by TDEC) of the entire ARPA Funds Process. SIC's proposal totals \$226,200.00 for four and a half years of work. Funding is available in the FY23 approved budget.

6 Proposal for Center of Applied Earth Science and Engineering Research (CAESER) Wellhead Protection Plan. (John Horne, Assistant Director of Engineering)

Recommend accepting the proposal from CAESER for \$26,440.00 per year for 5 years for continued research and support regarding the City of Bartlett's wellheads.

NEW BUSINESS

1 Resolution 32-22, a resolution authorizing the City of Bartlett, Tennessee to participate in James L. Richardson "Driver Training" Matching Grant Program. (Dick Phebus, Director of Finance)

2 Resolution 33-22, a resolution to utilize American Rescue Plan Act (ARPA) funds for public sewer rehabilitation. Sewer rehabilitation includes replacement of four sewer lift stations and rehabilitation of sewer mains in our northern sewer basins. (John Horne, Assistant Director of Engineering)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 23, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Eric Maddux, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, August 29 at 6 p.m.

City Beautiful Commission, September 1 at 6:30 p.m.

Industrial Development Board, September 1 at 7 p.m.

Planning Commission, September 6 at 7 p.m.

Bartlett Station Commission, September 7 at 7:30 a.m. (cancelled)

Parks and Recreation Advisory Board, September 8 at 6 p.m.

RECOGNITIONS

Suicide Awareness Month Proclamation

Mayor McDonald presented Ms. Clara Walz, Social Worker for Bartlett High School, with a proclamation for Suicide Awareness Month.

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

MINUTES ACCEPTANCE

Minutes of the August 9, 2022 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Aug 23, 2022 6:00 PM (MINUTES ACCEPTANCE)

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

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 22-05, an ordinance amending the existing sign ordinance; Title 14, Chapter 4, Section 14-401(1) "Abandoned signs," Section 14-401(39) "Political signs," Section 14-401(51) "Temporary signs," Section 14-402 "General requirements," Section 14-410 "Moving signs prohibited," Section 4-426 "Political signs restricted," Section 14-446 "Private sale sign permitted," Section 14-452 "Signs permitted in other districts," and Section 14-471 "Establishment of a special sign corridor," of the Codified Ordinances of the City of Bartlett, Tennessee. (Kim Taylor, Director of Planning and Economic Development)**

Mayor McDonald proposed this item be postponed indefinitely for the purpose of sending to a committee. He stated the ordinance had been given to the City Attorney for review for compliancy with the United States Supreme Court rulings. He would like to send to committee in order to allow time to receive feedback from the community.

Alderman Quinn asked how the committee would be established.

Mayor McDonald said Vice Mayor Young would serve as the chairman, any alderman who wished to be on the committee could and he would be taking names from citizens interested. Sunshine Act Notices will be given.

RESULT:	POSTPONE INDEFINITELY [UNANIMOUS]
MOVER:	A. Keith McDonald, Mayor
SECONDER:	David Parsons, Alderman
AYES:	A. Keith McDonald, W.C. Pleasant, Mandy Young, David Parsons, Bobby Simmons, Jack Young, Kevin Quinn

CONSENT AGENDA

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

- I **Special event permit for Big Jim's Christmas Trees and Pumpkin Sales. (Jim Brown, Director of Code Enforcement)**
The event will be held September 21 thru December 21 at 6777 Stage Road, 9:00 a.m.-9:00 p.m.
- 2 **Special event permit for Christmas in Bartlett Market and Festivities. (Jim Brown, Director of Code Enforcement)**
The event will be held on Friday, December 9 from 4:30 p.m. to 7:30 p.m. and Saturday, December 10 from 9:00 a.m. to 4:00 p.m. at W.J. Freeman Park.

- 3 Purchase two Chevrolet Traverse police vehicles. (Jeff Cox, Police Chief)**
Recommend purchasing two 2023 Chevrolet Traverse police vehicles using the State of Tennessee Vehicle Contract #209 from Columbia CDJR for \$27,286.60 per vehicle at a total cost of \$54,573.20.
- Funds are available in Account 124.48124.935.
- 4 Purchase two Ford F550 trucks with dump beds. (Matt Crenshaw, Assistant Director of Public Works)**
Request authorization to purchase two Ford F550 trucks with dump bed from Ford of Murfreesboro at \$88,600.00 each for a total cost of \$177,200.00. Ford of Murfreesboro is a sole-source provider. Funds are available in Account 122.48122.935.
- 5 Purchase of one Knuckleboom loader. (Matt Crenshaw, Assistant Director of Public Works)**
Request authorization to purchase one Knuckleboom loader from Sourcewell/Stringfellow at a total cost of \$217,411.55. Sourcewell/Stringfellow is a sole-source provider. Funds are available in Account 122.48122.935.
- 6 2022 Facility maintenance fee payment to the Tennessee Department of Environment and Conservation. (Rick McClanahan, Director of Engineering)**
The City's current number of water system connections is 20,350 at \$1.30 per connection. The City's total is \$26,455.00. Funds are available in Account 510.51200.644.
- 7 Subdivision contract for Elmore Kenwood Subdivision. (John Horne, Assistant Director of Engineering)**
The developer, Dan Hesse, will pay \$7,375.00 in City fees. The bond is set at \$0.00.
- 8 Subdivision contract for Lucky Hull East Subdivision. (John Horne, Assistant Director of Engineering)**
The developer, Deborah Thomas, will pay \$1,700.00 in City fees. The bond is set at \$0.00.

NEW BUSINESS

- I Proposal to rename Municipal Park to the Mark Brown Municipal Park and the Fire Department Training Center to the Terry Wiggins Fire Training Center. (A. Keith McDonald, Mayor)**

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

- 2 Set a public hearing for September 27, 2022 for Resolution 28-22, a resolution to approve a special use permit for Joyce's Gardens Planned Unit Residential Development located at 6778 Old Brownsville Road within the "RS-10" single family residential zoning districts. (Kim Taylor, Director of Planning and Economic Development)**

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

- 3 Set a public hearing for September 27, 2022 for Resolution 29-22, a resolution approving a special use permit to allow a tattoo and body piercing establishment to be located at 2965 North Germantown Road Suites 129 and 130, within the "C-H" Highway Business zoning district. (Kim Taylor, Director of Planning and Economic Development)**

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

OPEN DISCUSSION

Chief Administrative Officer Mark Brown and Fire Chief Terry Wiggins thanked the Board of Mayor and Alderman for the honor of the renaming of the Municipal Park and Fire Training Center.

Alderman Parsons announced the Bartlett Fall Festival and BBQ Fest on September 30 and October 1, 2022. He invited the community to go to the City's website and complete an application to participate in the BBQ Fest.

Mayor McDonald stated that the City is experiencing computer issues and email may not be available. He encouraged citizens to go to the City's website and look for department phone numbers and call for any information needed.

ADJOURNMENT

Meeting adjourned at 6:32 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Aug 23, 2022 6:00 PM (MINUTES ACCEPTANCE)



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 30, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

NEW BUSINESS

- I Resolution 31-22, a resolution by and among the Town of Arlington; City of Bartlett; Town of Collierville; City of Germantown; City of Lakeland; and City of Millington, located in Shelby County Tennessee in support of the continued supply of electrical power from the Tennessee Valley Authority to MLGW customers and fair ratepayer representation on the MLGW Board of Commissioners. (Mark Brown, Chief Administrative Officer)**

Chief Administrative Officer Mark Brown stated that the municipalities of Arlington, Collierville, and Millington voted to approve this resolution last night and tonight the municipalities of Lakeland, Bartlett, and Germantown were voting. These municipalities are in support of MLGW remaining with the Tennessee Valley Authority and are requesting fair ratepayer representation from the municipalities.

Alderman Parsons asked if the municipalities would have voting members on the board.

Mayor McDonald stated that there were currently two, unfilled, non-voting members, but that the municipal mayors are asking for voting members.

Mayor McDonald also commented that Alderman Kevin Quinn was absent due to leadership training in Nashville, TN.

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

ADJOURNMENT

Meeting adjourned at 6:04 PM

Minutes Acceptance: Minutes of Aug 30, 2022 6:00 PM (MINUTES ACCEPTANCE)

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

A. Keith McDonald
Mayor

ATTEST: _____
Penny Medlock, City Clerk

Minutes Acceptance: Minutes of Aug 30, 2022 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

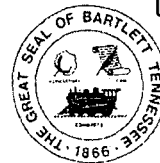
SCHEDULED**AGENDA ITEM**

Meeting: 09/13/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for The Legend of Stanky Creek Mountain Bike Race.



APPROVED A. Keith McDonald
Mayor A. Keith McDonald



5.1.a

APPLICATION FOR SPECIAL EVENT

OFFICE OF
BARTLETT CODE ENFORCEMENT

6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

Nesbit Park, 5760 Yale Rd 38135
Address Zip Code

Oct 1, 2022 9:00 AM - 5:00 PM
Dates of the Event Hours of the Event

Mountain Bike Race (The Legend of Stanky Creek)
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Stanky Creek Cycling 3539 Lily Lane, Memphis TN 38111
Special Event Permit Applicant Address of Applicant

901-356-1465
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

- ☒ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
☒ Letter of Permission
☒ Insurance
☒ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☐ Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ Total Permit Fee

Ken Whitton 8-25-22
Responsible Person Date

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

APPROVAL

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

Packet Pg. 10

Attachment: Mountain Bike Race (3205 : Mountain Bike Race)

Special Event Checklist

Event: The Legend of Stinky Creek (mountain bike race)
 Location: Nesbit Park, 5760 Yale Rd 38135
 Dates: Oct. 1, 2022

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



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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

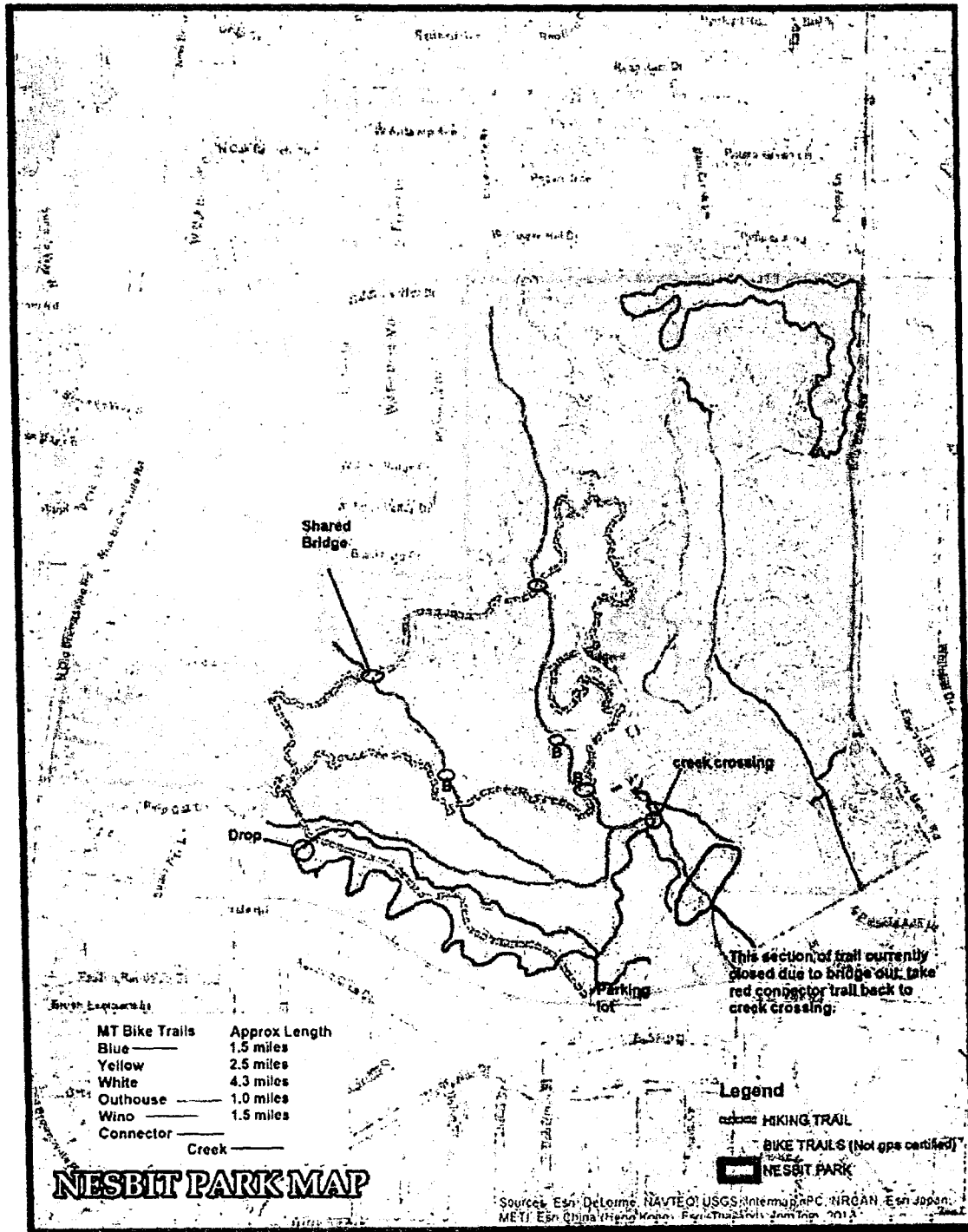
Special event permit - authorization by Permitting Official

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

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

8/18/2021

Stanky Trail Map.webp (679x879)



Attachment: Mountain Bike Race (3205 : Mountain Bike Race)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2022

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

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

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

COVERAGES **CERTIFICATE NUMBER:** CL2281261892 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Event	N	N	3607AH010099-4	10/01/2022	10/02/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 1,000,000						
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			15-070944-21	10/01/2022	10/02/2022	Excess \$25,000 Deductible \$250

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

The Legend of Stanky Creek XC Mountain Bike Race: October 1, 2022. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

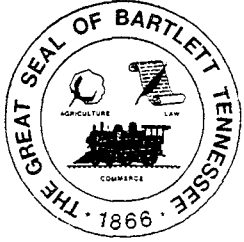
City of Bartlett 6400 State Rd Bartlett TN 38134
--

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Bartlett

PARKS & RECREATION

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

June 17, 2022

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

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

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

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

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

Sincerely,

Shan Criswell
Director Parks and Recreation Department
City of Bartlett

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

Attachment: Mountain Bike Race (3205 : Mountain Bike Race)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/13/22 06:00 PM

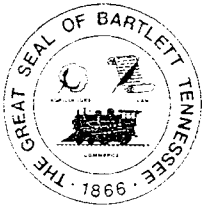
Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase one walking floor trailer.



City of Bartlett

A. KEITH McDONALD, MAYOR

DEPARTMENT OF PUBLIC WORKS
MICHAEL J. ADAMS - Director
MATT CRENSHAW - Assistant Director

8-26-2022

Mayor,

We have received a Sourcewell quote to purchase the Walking Floor Trailer in Solid Waste. This was approved in the FY23 budget. I have discussed this with Dick and he is ok to move forward. The funds are available in account 12248122.939. We would like to get this on the September 13 MBOA agenda. Please approve.

National Auto Fleet - \$124,646.00

Thank you,

Matt Crenshaw

APPROVED

A. Keith McDonald
Mayor A. Keith McDonald

Attachment: Walking Floor Trailer (3206 : Walking Floor Trailer)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5.2.a

8/18/2022

Quote ID#2106HD

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

Dear City of Bartlett,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2024 Mac 48' Walking Floor Refuse Trailer**) and provided by Mr. Nikolas Peters with Worldwide Equipment, each for:

	Contract Price
Subtotal	\$ 124,646.00
Tax (0.00%)	\$ 0.00
 Total	 \$ 124,646.00

This sourced items(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to

call. Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



Attachment: Walking Floor Trailer (3206 : Walking Floor Trailer)



WORLDWIDE EQUIPMENT, INC

6416 ASHEVILLE HWY
KNOXVILLE, TN 37924
Phone: (606) 874-2772

Website: WWW.THETRUCKPEOPLE.COM

5.2.a

This offer is valid until the printed expiration date, and is subject to change at MAC Trailer discretion based on market conditions.

MOVING FLOOR SP		Quote ID # 74829 JOB # Rev 4	
Customer	WORLDWIDE EQUIPMENT, INC		
Dealer Name	WORLDWIDE EQUIPMENT, INC		Cubic Yards 116
	Quote Expires 9/8/22	Qty 1	Weight 18102 lbs. ***
Dealer Salesman	NORMAN M REGGI		Model Code MM Plant of Mfg W
Cust P.O. #	Cust Unit # NP		

BODY	
LOAD PROFILE	MATERIAL, 80K GVWR
LENGTH	48
WIDTH	102
DRIVE UNIT	HALLCO, 3 IN. CYLINDERS I-4K
FLOOR	HALLCO 11/16" DOUBLE RIDGE 41-3462 (102 W)
2 FT. WEAR STRIPS ON FRONT & REAR OF FLOOR SLATS	
HYDRAULIC PIPE	STAINLESS STEEL HYDRAULIC PIPE
CROSSMEMBER TYPE	STANDARD
CROSSMEMBER SPACING	5-1/4 IN. I-BEAMS, 12 O.C.
RUBBER SEAL	YES
WALL HEIGHT	100
WALL THICKNESS	0.19
1/4 IN. WALL LAST 15 FT.	NONE
WALL LINER	3/16 LAST 10 FT.
THE WALL LINER TO BE 6 FT. HIGH AND 8 FT. LONG. REF. 58021	
TAPERED SIDE	NONE
FULL LID	NONE
TOP RAIL OPTION	6 IN. W X 9 IN. T X 5/8 IN.
TOP RAILS COVERED WITH STEEL CAP, 1/4 IN. THICK. REF. 58021.	
6 IN. W X 9 IN. T X 5/8 IN.	
NO. OF UPRIGHTS	20
NO. OF UPRIGHTS TO ADD OR SUBTRACT	0
HORIZONTAL BRACING	NONE
TARP BAR	YES, SINGLE
BULKHEAD	3/16 IN.
BULKHEAD STEPS	LADDER ONLY
LADDER MOUNTED ON DRIVER SIDE OF BULKHEAD WITH STEPS INSIDE	
FRONT FENDERS WITH FLAPS	NONE
BOTTOM RAIL	CLEAN-OUT
UPPER CROSS TUBES / CAPS	(1) SPRING-MID & (1) TUBE-REAR
PAINT CROSS TUBES FLUORESCENT REF. REF. 58021.	
TIRE CARRIER	NONE
LIGHTS	
LIGHT TYPE	GROTE L.E.D. W/ GROMMET
LIGHT PANEL	3 LARGE-3 SMALL-3 LARGE (IN TAILGATE) 000 000 000
APRON	NONE
STD. MARKER LIGHTS	(3) EACH SIDE
MID-TURNS	(1) PAIR L.E.D. (NON-COMBO)

8/10/22 1:18 pm

Page 1 of 4

Attachment: Walking Floor Trailer (3206 : Walking Floor Trailer)

BACK-UP LIGHTS	NONE
INSTALL ELECTRONIC BACK-UP ALARM, REF. 58021.	
AUXILIARY CABLE	NONE
REAR POCKET LIGHTS	1 PAIR

5.2.a

GATE	
GATE SHEET THICKNESS	SMOOTH SIDE PANELS
GATE OPERATION	MECHANICAL SIDE LATCH
HINGE TYPE	C.S. SIDE SWING
GATE BRACING	NO BRACING (SMOOTH SIDE PANELS)
SAFETY CHAIN	YES
WINDERS / SAFETY LATCH	WINDERS (1) SIDE ONLY
GATE STEPS	LADDER ON CENTER OF GATE
TARP HOOKS	BULKHEAD AND GATE

PRIMARY AXLES	
MODEL	CLOSED TANDEM
NO. OF PRIMARY AXLES	2
SUSPENSION	MAC FABBED GALVANIZED SINGLE LEAF TAN. (49)
AXLE SPACING	49
SUB-FRAME	TANDEM, HI-TENSILE FAB. (SPRING RIDE ONLY)
AXLES	TP 77.5 5/8W AXN WABCO 7" 25K
BRAKES	7 IN. XL. W/ 30-30 CHAMBERS
CAM GUARDS	NONE
HUB AND DRUM	CAST W/ STEEL HUB HP 10 STUD TP. LS. 7 IN.
TIRES	GOODYEAR MARATHON RSS 11R 22.5 16 PLY
INCLUDE 1 SPARE TIRE & RIM, MOUNTED AND SHIPPED WITH TRAILER WHEN COMPLETE.	

WHEELS	STEEL HP 22.5X8.25 - WHITE POWDER COATED
PRIMARY AXLE TIRE INFLATION SYSTEM	MOVED TO CHASSIS

LIFT AXLES	
NO. OF LIFT AXLES	0
LIFT AXLE SUSPENSION	NONE
LIFT KIT	NONE
LIFT AXLE DISTANCE	N/A
LIFT AXLE	NONE
LIFT AXLE BRAKES	NONE
LIFT AXLE CAM GUARDS	NONE
LIFT AXLE HUB AND DRUM	NONE
LIFT AXLE TIRES	NONE
LIFT AXLE WHEELS	NONE
LIFT AXLE CONTROLS	NONE
FREE WHEEL VALVE	NONE
LIFT AXLE TIRE INFLATION SYSTEM	MOVED TO CHASSIS

STEERABLE LIFT AXLES	
NO. OF STEERABLE AXLES	0
STEERABLE AXLE SUSPENSION	NONE
STEERABLE AXLE LIFT KIT	NONE
STEERABLE AXLE DISTANCE	N/A
STEERABLE AXLES	NONE
STEERABLE AXLE BRAKES	NONE
STEERABLE AXLE HUB AND DRUMS	NONE
STEERABLE AXLE TIRES	NONE
STEERABLE AXLE WHEELS	NONE
STEERABLE AXLE CONTROLS	NONE

CHASSIS	
PIN SETTING	36
5TH WHEEL PLATE	3/8 LOW PROFILE
5TH WHEEL PLATE HEIGHT	49 IN. HIGH

GALVANIZED SUSPENSION HANGERS	INCLUDED W/ SUSPENSION
SUSPENSION CONTROL	NONE
ABS FOR TRAILER	(1) 4S2M MERITOR / WABCO
SLACKS	AUTOMATIC
TIRE INFLATION SYSTEM	NONE
AXLE LUBRICATION	SYNTHETIC GREASE
HUBODOMETER	NONE
DUST COVERS	YES
DOLLIES - LANDING GEAR - LANDING LEGS	JOST H451 - (62,500 LB.) - 10 YEAR NO LUBE - GALVANIZED STEEL - D.S.
REGISTRATION HOLDER	BETTS PS-1 W/ SIGHT GLASS (ROUND HOLDER)
AIR GAUGE / SYSTEM	NONE
ENCLOSURE FOR SWITCHES	NONE
AIR TANKS	ALUMINUM TANK
HYDRAULIC HOSE FITTING	1 IN. X 108 IN. HOSE W/ MALE QUICK CONNECT (SNAPTIGHT)

SNAPTITE VHN 16-16 FITTINGS.

FLAPS FRONT OF TIRES	FLAP IN FRONT OF FRONT AXLE
FLAPS REAR OF TIRES	FLAP BEHIND REAR AXLE
BUMPER	MOVER BUMPER

TARP

TARP MANUFACTURER	NONE
	DONOVAN SIDEWINDER 350 HYDRAULIC SIDE FLIP TARP SYSTEM.
TARP CONTROL	NONE
	OPERATED FROM THE DRIVER SIDE OF BULKHEAD.
TARP COLOR	NONE
	ORANGE KNITTED POLYPROPYLENE COVER.
BOW HOLDERS	NONE
TARP BRACKET	NONE

PAINT

SUSPENSION COLOR	BLACK SOFT COAT
PIN STRIPING	BLACK (931716)
MAC MACHINE FINISH LOGOS	BLACK (931716)
OPTIONAL SIGNS	NONE



MADE IN THE USA

Thank you for your business

ORDER CANCELLATION POLICY

Orders configured with common published and non-published options will not be subject to a cancellation penalty when MAC Trailer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a \$2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

*** denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.

8/10/22 1:18 pm

Page 4 of 4

Attachment: Walking Floor Trailer (3206 : Walking Floor Trailer)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/13/22 06:00 PM

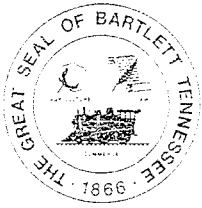
Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase one Ford F-150.



City of Bartlett

A. KEITH McDONALD, MAYOR

DEPARTMENT OF PUBLIC WORKS
MICHAEL J. ADAMS - Director
MATT CRENSHAW - Assistant Director

8-26-2022

Mayor,

We have received a State Bid quote from Ford of Murfreesboro to purchase the Ford F-150 Pick-up Truck in Water/Wastewater. This was approved in the FY23 budget. I have discussed this with Dick and he is ok to move forward. The funds are available in account 51051300.935. We would like to get this on the September 13, MBOA agenda. Please approve.

Ford of Murfreesboro - \$31,706.00

Thank you,

Matt Crenshaw

APPROVED *A. Keith McDonald*
Mayor A. Keith McDonald

Attachment: State Quote F150 (3207 : F150 Regular Cab 4x2, 8' Bed)

From:

08/26/2022 11:14

#020 P.006/

5.3.a

SALES QUOTE **FORD OF MURFREESBORO**
SWC 209 NO. 75348

TO:
City of Bartlett

DATE: 7/22/2022
QUOTE ID: BAR003

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	TOTAL
1	F1C	F-150 Regular Cab 4x2, 8' Bed	\$28,476.00	\$28,476.00
1	OPT	Optional Equipment	\$3,230.00	\$3,230.00
Please sign and return this quote and attached vehicle information with a signed PO to place your order.				
Total Price			\$31,706.00	\$31,706.00

Attachment: State Quote F150 (3207 : F150 Regular Cab 4x2, 8' Bed)



Prepared by: Jason McCullough

08/17/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 260

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	\$31,820.00
Packages		
101A	Equipment Group 101A High	\$2,080.00
	- Option Discount	-\$750.00
	<i>Includes:</i>	
	- Transmission: Electronic 10-Speed Automatic	
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	
	- Tires: 245/70R17 BSW A/S	
	- Radio: AM/FM Stereo w/4 Speakers	
	<i>Includes auxiliary audio input jack.</i>	
	- SYNC 4	
	<i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
	- XL Power Equipment Group	
	- Power Glass Sideview Mirrors w/Black Skull Caps	
	<i>Includes heat and manual-folding.</i>	
	- Illuminated Entry	
	- MyKey	
	- Perimeter Alarm	
	- Power Door Locks	
	<i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i>	
	- Power Tailgate Lock	
	- Power Front Windows	
	- Cruise Control	
	- Reverse Sensing System	
Powertrain		
995	Engine: 5.0L V8	\$2,335.00
	<i>Includes auto start-stop technology and flex-fuel capability.</i>	
	<i>Includes:</i>	
	- 3.15 Axle Ratio	
	- GVWR: 6,750 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	
X15	3.15 Axle Ratio	Included
NONGV1	GVWR: 6,750 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough

08/17/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 260

As Configured Vehicle (cont'd)

Code	Description	MSRP
64F	Wheels: 17" Silver Painted Aluminum	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
141WB	141" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack.</i>	Included
	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i>	
86A_	XL Chrome Appearance Package	\$895.00
	- Option Discount	-\$500.00
	<i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers	
85A	XL Power Equipment Group	Included
	<i>Includes:</i> - Power Glass Sideview Mirrors w/Black Skull Caps <i>Includes heat and manual-folding.</i> - Illuminated Entry - MyKey - Perimeter Alarm - Power Door Locks <i>Includes flip key and integrated key transmitter keyless-entry (includes Autolock).</i> - Power Tailgate Lock - Power Front Windows	
53B	Class IV Trailer Hitch Receiver	\$315.00
	Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately. <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995). 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	
76R	Reverse Sensing System	Included

Fleet Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
08/17/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 260

As Configured Vehicle (cont'd)

Code	Description	MSRP
17C	Chrome Front & Rear Bumpers	Included
50S	Cruise Control	Included
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code.		
<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>		

Interior Color

AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
-------	--	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

SUBTOTAL	\$36,195.00
Destination Charge	\$1,795.00
TOTAL	\$37,990.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
08/17/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 260

Major Equipment

(Based on selected options, shown at right)

5.0L V-8 DOHC w/port/direct injection 400hp
10 speed automatic w/OD

- * Auto stop-start feature
- * 4-wheel ABS
- * Electric parking brake
- * P 245/70R17 BSW AS S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 17 x 7.5 aluminum wheels
- * Driver and front passenger seat mounted side airbags
- * SecuriLock immobilizer
- * Message Center
- * Audio control on steering wheel
- * Front axle capacity: 3750 lbs.
- * Front spring rating: 3150 lbs.
- * Frame section modulus: 4.7 cu.in.

Exterior: Oxford White
Interior: Black w/Medium Dark Slate w/Vinyl
40/20/40 Front Seat

- * Driver selectable mode
- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, auxiliary audio input, external memory control, internet radio
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Reclining front split-bench seats
- * Class IV hitch
- * Rear axle capacity: 4800 lbs.
- * Rear spring rating: 4150 lbs.
- * Frame Yield Strength 34800 psi

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$31,820.00
Transmission: Electronic 10-Speed Automatic	Included
Tires: 245/70R17 BSW A/S	Included
141" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/4 Speakers	Included
Fleet Customer Powertrain Limited Warranty	N/C
Equipment Group 101A High	\$2,080.00
- Option Discount	-\$750.00
SYNC 4	Included
XL Power Equipment Group	Included
Power Glass Sideview Mirrors w/Black Skull Caps	Included
Illuminated Entry	Included
MyKey	Included
Perimeter Alarm	Included
Power Door Locks	Included
Power Tailgate Lock	Included
Power Front Windows	Included
Cruise Control	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jason McCullough
08/17/2022

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2022 F-150 4x2 Regular Cab 8' box 141" WB XL (F1C)

Price Level: 260

Major Equipment

City
17 mpg



Hwy
24 mpg

As Configured Vehicle

MSRP

Reverse Sensing System	Included
Engine: 5.0L V8	\$2,335.00
3.15 Axle Ratio	Included
GVWR: 6,750 lbs Payload Package	Included
Vinyl 40/20/40 Front Seat	N/C
Class IV Trailer Hitch Receiver	\$315.00
XL Chrome Appearance Package	\$895.00
- Option Discount	-\$500.00
Wheels: 17" Silver Painted Aluminum	Included
Chrome Front & Rear Bumpers	Included
Oxford White	N/C
Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
SUBTOTAL	\$36,195.00
Destination Charge	\$1,795.00
TOTAL	\$37,990.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

5.4

Meeting: 09/13/22 06:00 PM

Department: Police

Category: Bid

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Bid for one police motorcycle.

On August 11, 2022 an ad was placed in *The Daily News*. On August 25, 2022, one bid was received and opened at City Hall.

Performance Plus	\$28,727.99 total delivered price
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Representatives from the Bartlett Police Department have reviewed the bid to ensure all specifications were met.

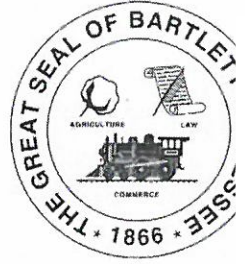
Funds are available in Account 124.48124.935.

Thank you for your consideration.



BARTLETT POLICE DEPARTMENT

3730 Appling Road Bartlett, TN 38133
901-385-5502



Police Pursuit Motorcycle

Project Description:

- The Bartlett Police Department uses specialized vehicles for investigations, training, transportation, community relations, traffic, crowd, and command control activities. A primary specialized vehicle utilized by the Police Department is the Police Pursuit Motorcycle. The principal advantage of this type of vehicle is the inherent maneuverability it provides while enforcing traffic laws, managing planned event routes, and, subsequently, aiding the department in delivering more efficient police services to the community.
- The Police Department began the process of replacing existing fleet motorcycles during the FY-22 Budget and now seeks to complete the replacement project via the purchase of one (1) Police Pursuit Motorcycle as outlined below. Funds for this purchase are available in Account # 124.48124.935.

Vendor Selection Process:

- On August 11, 2022, an ad was placed in The Daily News seeking an invitation for sealed bids for the purchase of one (1) 2022 – 2023 Police Pursuit Motorcycle. On August 25, 2022, the City of Bartlett received one (1) bid, which was opened at City Hall. The bid received was from the following company for \$28,727.99:
 - Performance Plus Cycles
5312 Pleasant View
Memphis, TN 38134
- Representatives from the Bartlett Police Department have reviewed the bid mentioned above to ensure all specifications were met. After review, the Bartlett Police Department seeks to select Performance Plus Cycles as the provider of the described equipment and respectfully requests approval from the Mayor and Board of Alderman to move forward with the purchase.

Documentation:

- The following documents are attached for further review:
 - Invitation for Sealed Bids
 - Performance Plus Cycles Bid

Thank you for your consideration,

Christopher M. Golden

Chris Golden, Chief Inspector
Bartlett Police Department

Attachment: Police Pursuit Motorcycle (3208 : Police Pursuit Motorcycle Purchase)

A. Keith McDonald
MAYOR



City of Bartlett Police Department

Jeff Cox
CHIEF OF POLICE



August 29, 2022

PERFORMANCE PLUS CYCLES

keith@performancepluscycles.com

Attn: Keith Wilson

5312 Pleasant View Road

Memphis, TN 38134

RE: FY2023-08-004 Police Pursuit Motorcycle

Dear Mr. Wilson:

I am pleased to inform you that your bid for the City of Bartlett Police Pursuit Motorcycle met all specifications and is the lowest/best response, in the amount of \$28,727.99. The proposal will be presented to the City of Bartlett Board of Mayor and Aldermen on September 13, 2022, for consideration.

The prices will be guaranteed for 180 days beginning August 25, 2022, with an option to purchase additional Police Pursuit Motorcycles within one year from the bid due date at the same price. An official purchase order will be issued after the City of Bartlett Board of Mayor and Alderman approve the item. We look forward to working with you and your staff on the installation of this equipment.

Please feel free to contact me with any questions or concerns.

Sincerely,

Chris Golden, Chief Inspector

Bartlett Police Department
3730 Appling Road
Bartlett, TN 38133

Office: 901-385-5539
Cell: 901-734-6605

Attachment: Police Pursuit Motorcycle (3208 : Police Pursuit Motorcycle Purchase)

City of Bartlett, TN

INVITATION FOR SEALED BIDS

The City of Bartlett Police Department is seeking to purchase a one (1) Police Pursuit Motorcycle as per the written specifications.

Bid Information and documents are posted on the City's website at www.cityofbartlett.org

Sealed bids are to be received no later than **2:00 pm on Thursday August 25, 2022**. All bid envelopes, with an original and two copies must be labeled **"FY2023-08-004 "POLICE PURSUIT MOTOCYCLE"** and addressed as follows:

**Mayor A. Keith McDonald
City of Bartlett
6400 Stage Rd.
Bartlett, TN 38134**

Bidders may direct inquires to Chris Golden, Chief Inspector at 901-385-5539 or email cgolden@bartlettspolice.org

The City reserves the right to reject any and all bids and to waive any informality in the bidding process.

The City of Bartlett is an equal opportunity employer, and will not discriminate against any individual for any reason.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/13/22 06:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

Proposal for ARPA Grant Administration Funds.

The City of Bartlett has been allotted \$3,412,917.00 through the proposed American Rescue Plan Act (ARPA). These funds will be used for public sewer rehabilitation. Sewer rehabilitation includes replacement of four sewer lift stations and rehabilitation of sewer mains in our northern sewer basins. (Shown in attached ARPA Sewer Rehab Map).

In order for the City to utilize these funds, we must provide a local match of 35 percent which equates to \$1,194,520.95. This local match is included in the FY23 approved budget.

SIC Inc. submitted qualifications during the RFQ process for handling the entire Grant Administration process. SIC was selected by our Selection Committee. SIC's contract would extend to the end of 2026. The contract price is not to exceed a cost of \$226,200.00 for the four and a half years of work (see page 6 in the attached SIC contract). This contract is reimbursable through the above ARPA Grant.

Please authorize this proposal and approve the contract with SIC, Inc. for Grant Administration.



August 23, 2022

Mr. John Horne
Assistant City Engineer
CITY OF BARTLETT
6400 Stage Road
Bartlett Tennessee 38134

**RE: CITY OF BARTLETT
PROPOSAL – ARP FUNDS
STATE WATER INFRASTRUCTURE GRANT PROGRAM
GRANT ADMINISTRATION & ENVIRONMENTAL REVIEW RECORD**

Dear Mr. Horne:

Pursuant to your request, I am submitting a Proposal for the grant administration and overall compliance requirements for the City of Bartlett ARP projects.

Knowledge applied properly is essential to every community and the project's success. The ability to take a project from the initial planning phase through completion goes beyond the typical grant administration service most companies offer. SIC Project Management has the ability and the discipline to work with the Owner and the Engineer to identify the problem and the solution that will benefit the Owner. The core purpose of SIC Project Management is to perform a service to the community that has a core purpose to help communities achieve success, success in Environment and Conservation.

The following pages contain information regarding specific compliance measures that are required for this project; a thorough knowledge of each compliance measure is essential to the completion of the project within the required period.

Thank you for your consideration.

Respectfully Submitted,

Shannon S. Cotter

Shannon S. Cotter
Owner

**PROPOSAL
PROFESSIONAL SERVICES**

PROJECT: Bartlett ARP Funds
TDEC State Water Infrastructure Grant Program

LOCATION: Bartlett, Tennessee

ARTICLES OF AGREEMENT

THIS AGREEMENT made and entered into as of the August 16, 2022 by and between the CITY OF BARTLETT, hereinafter called the OWNER, and SIC Project Management, hereinafter called the PLANNING CONSULTANT.

WITNESSETH THAT:

WHEREAS, the OWNER (City of Bartlett) intends to undertake certain eligible activities towards certain infrastructure improvements. The City was tasked with preparing a proposal plan on the Tennessee Department of Environment and Conservation State Water Infrastructure Grant Program Grant Management System's on-line portal identifying how the allocation of \$3,412,917.00 plus the City's required local share, would be allocated and expended.

Services of the PLANNING CONSULTANT to include Planning, Administration and Management Services, ranging from assistance with online portal setup and management, establishment of a spending plan, project selections and eligibility, project management, financial management, reporting requirements, strategic planning to maximize the use of all funds and, any and all other guidelines as specified under the ARPA funding program, Davis Bacon and Procurement of goods and services outlined in the spend plan, and project close-out activities. Said activities hereinafter referred to as the PROJECT and further identified under Section II – Services of PLANNING CONSULTANT; and

WHEREAS, the PLANNING CONSULTANT represents that she is equipped, competent, and able to undertake such an assignment and carry it to successful and timely completion; and

WHEREAS, the OWNER has likewise indicated its desire to engage the PLANNING CONSULTANT to render professional services and to assist in connection therewith;

NOW, THEREFORE, the OWNER and the PLANNING CONSULTANT, in consideration of those premises and of the mutual covenants herein set forth, do mutually agree as follows:

SECTION I EMPLOYMENT OF CONSULTANT

The OWNER agrees to employ the PLANNING CONSULTANT and the PLANNING CONSULTANT agrees to perform planning, administrative, management and other professional services required in connection with the PROJECT as stated herein, and for the satisfactory performance of such services, the OWNER agrees to pay the PLANNING CONSULTANT compensation as stated herein.

SECTION II SERVICES OF THE PLANNING CONSULTANT

The PLANNING CONSULTANT shall perform and carry out, as described in this Agreement, the necessary services provided for the successful implementation of the PROJECT in accordance with the regulations of the funding agency through the project closing timeframe of September 30, 2026. The above referenced professional service activities provided directly by the PLANNING CONSULTANT are more specifically detailed as follows:

A. PLANNING AND ADMINISTRATIVE SERVICES

1. Administrative Services

- i. Assist the OWNER in establishing a filing system in accordance with ARPA requirements including provision of necessary forms and checklists.
- ii. Provide documentation for the maintenance of contract records and project construction related files.
- iii. Check the filing system for deficiencies.
- iv. Provide assistance with the establishment of procedures for the financial management of contract funds.
- v. Prepare and submit Quarterly Reports to ARPA—state and federal as required.
- vi. Assist with payment of invoices and tract on ARPA Invoice Summary Worksheet and online portal.

- vii. Assist OWNER with the advertisement for contractors in accordance with Local and Federal procurement requirements.
- viii. Assist with the compilation of the bid document package—Davis Bacon Wage Decision and applicable project forms and certifications.
- ix. Assist with the receipt and review of bid documents from Contractor and Vendor with Architect/Engineer for review and approval.
- x. Assist with Davis Bacon Compliance requirements to ascertain that appropriate wages are being paid for a particular activity.
- xi. Make online quarterly updates to the State of Tennessee Department of Environment and Conservation's GMS Portal on projects' reporting requirements.
- xii. Make on site visits to review projects' progression and to determine if project is being implemented in accordance with scope and contractor's contract.
- xiii. Provide assistance with project closeout activities and documents as required by the State of Tennessee Department of Environment and Conservation State Water Infrastructure Grant Program.

B. PROJECT MANAGEMENT AND COORDINATION SERVICES

THE PLANNING CONSULTANT will manage and coordinate the PROJECT activities among and between the City of Bartlett, the City of Bartlett, the Architect/Engineer, vendor and contractor.

OTHER PROFESSIONAL SERVICES

1. Additional Services

As requested by the OWNER, the PLANNING CONSULTANT may provide services normally furnished by OWNER or services not otherwise assigned by this Agreement to the PLANNING CONSULTANT. These services include all additional work not assigned under Section II, A and of this Agreement but required by the OWNER, the State and the US Department of the Treasury. Any unanticipated

work arising from the PROJECT or from complications in said PROJECT, including but not limited to conflict resolution with contractor (s) and the OWNER.

SECTION III SERVICES OF THE OWNER

A. The OWNER shall:

1. Provide the PLANNING CONSULTANT with full information as to her requirements for the PROJECT.
2. Assist PLANNING CONSULTANT by placing at her disposal all available information pertinent to the PROJECT, including previous reports and any other data relative to design and construction of the PROJECT.
3. Guarantee access to the work and make all provisions for the PLANNING CONSULTANT to enter upon public and private lands as required for PLANNING CONSULTANT to perform his/her services.
4. Examine all studies, reports, sketches, specifications, proposals and other documents presented by PLANNING CONSULTANT, obtain advice of an Attorney, insurance counselor and other consultants as (s)he deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the PLANNING CONSULTANT.
5. Pay all costs incidental notices to contractors, obtaining bids or proposals from contractors.
6. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing services as the OWNER may require to ascertain how or for what purpose any contractor has used the moneys paid to him under the construction contract.
7. Designate a person to act as the OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to PLANNING CONSULTANT'S services.

8. Give prompt notification to the PLANNING CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT.
9. Furnish, as appropriate, approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
10. Furnish, or direct the PLANNING CONSULTANT to provide, necessary Additional Services as stipulated in SECTION II – C of this Agreement or other services as required.
11. Bear all costs incidental to compliance with requirements of this Section.
12. Give thorough consideration to all proposals and other documentation presented by the PLANNING CONSULTANT as a result of the Scope of Services contained herein, and inform the PLANNING CONSULTANT of all decisions within a reasonable time so as not to delay the work of the PLANNING CONSULTANT.
13. Hold promptly all required special meetings, serve all public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT.

SECTION IV COMPENSATION

Method of Payment for Services performed under Section II – SERVICES OF THE PLANNING CONSULTANT shall be as follows:

For services performed under Section II – Subsections A and B PLANNING AND ADMINISTRATIVE/MANAGEMENT AND COORDINATION SERVICES, it is expressly understood and agreed that the OWNER will pay the PLANNING CONSULTANT in accordance with the State Water Infrastructure Grant Program guidelines of 6% of the City's total grant contract for administrative services and pre-grant collaborative planning activities.

The OWNER will pay the PLANNING CONSULTANT Two hundred sixty-six thousand two hundred dollars and 00/100 (\$266,200.00) This said Fee for Administrative, Management and Coordination services will be billed monthly in accordance with this Agreement, with the not to exceed amount of \$266,200.00.

For services performed under Section II – Subsection C – OTHER PROFESSIONAL SERVICES, it is expressly understood and agreed that the OWNER will pay the PLANNING CONSULTANT on an hourly basis of \$150/ hour plus applicable reimbursable expenses.

SECTION V GENERAL TERMS AND CONDITIONS

A. TERMINATION FOR CONVENIENCE

If through any cause, the PLANNING CONSULTANT shall fail to fulfill in timely and proper manner her obligations under this Agreement, or if the PLANNING CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the PLANNING CONSULTANT of such termination and specifying effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs, and reports prepared by the PLANNING CONSULTANT under this Agreement shall, at the option of the OWNER, become its property and the PLANNING CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the PLANNING CONSULTANT shall not be relieved of liability to the OWNER damages sustained by the OWNER by virtue of any breach of the Agreement by the PLANNING CONSULTANT and the OWNER may withhold any payments to the PLANNING CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the OWNER from the PLANNING CONSULTANT is determined.

B. TERMINATION FOR CONVENIENCE OF OWNER

The OWNER may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the PLANNING CONSULTANT. If the Contract is terminated by the OWNER as provided herein, the PLANNING CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the PLANNING CONSULTANT, paragraph 1 hereof relative to termination shall apply.

C. CHANGES

The OWNER may, from time to time, request changes in the scope of services of the PLANNING CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the PLANNING CONSULTANT'S compensation, which are mutually agreed upon by and between the OWNER and the PLANNING CONSULTANT shall be incorporated in written amendments to this Agreement.

D. PERSONNEL

1. The PLANNING CONSULTANT represents that she has, or will secure at her own expense, personnel required in performing the services under this Agreement, as to be determined by the PLANNING CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with the OWNER.
2. All of the services required hereunder will be performed by the PLANNING CONSULTANT and all personnel engaged by the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services, as to be determined by the PLANNING CONSULTANT.
3. If determined by the Planning Consultant that additional personnel is necessary specific to the above referenced project, the Owner will be notified. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

E. ASSIGNABILITY

The PLANNING CONSULTANT shall not assign any interest on this Agreement, shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the PLANNING CONSULTANT from the OWNER under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

F. REPORTS AND INFORMATION

The PLANNING CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three (3) years after the expiration of this Agreement unless permission to destroy them is granted by the OWNER.

G. FINDINGS CONFIDENTIALITY

All of the reports, information, data, etc., prepared or assembled by the PLANNING CONSULTANT under this Agreement are confidential and the PLANNING CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

H. GOVERNING LAW

Unless otherwise specified within this agreement, this agreement shall be governed by the laws of the State of Tennessee.

J. INTEREST OF MEMBERS OF AN OWNER

No member of the governing body of the OWNER and no other officer, employee, or agent of the OWNER, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the PLANNING CONSULTANT shall take appropriate steps to assure compliance.

K. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the PLANNING CONSULTANT shall take appropriate steps to assure compliance.

L. INTEREST OF CONSULTANT AND EMPLOYEES

The PLANNING CONSULTANT covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The PLANNING CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

M. ANTI-KICKBACK RULES

Salaries of planners and administrative staff, performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions are as mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; Section 276c). The PLANNING CONSULTANT shall comply with applicable "Anti-Kickback" regulations, and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

N. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the PLANNING CONSULTANT agrees as follows:

1. The PLANNING CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The PLANNING CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PLANNING CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- 2.

3. The PLANNING CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the PLANNING CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
4. The PLANNING CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
5. The PLANNING CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
6. The PLANNING CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the OWNER and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the PLANNING CONSULTANT'S non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the PLANNING CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The PLANNING CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The PLANNING CONSULTANT will take such action with respect to any subcontract or purchase order as the OWNER may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the PLANNING CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

O. CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

P. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Q. "SUBCONTRACTING

Deleted

R. INDEMNIFICATION

If any claim is brought against either the OWNER or the PLANNING CONSULTANT, by any third party, relating in whole or in part to the negligence of the OWNER or the PLANNING CONSULTANT each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the extent that such loss or expense is caused by the party's negligence.

S. RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the OWNER and PLANNING CONSULTANT, the risks have been allocated such that the OWNER agrees that, to the fullest extent permitted by law, the PLANNING CONSULTANT'S total liability to the OWNER for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from cause or causes, shall not exceed the amount of \$5,000.00. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

T. DISPUTES RESOLUTION

It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in questions arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties or by either party if its rights would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.

U. OPINIONS OF CONSTRUCTION COST

Any opinion of Probable Construction costs and Project Costs will be provided by the appropriate Architecture, Engineer or Vendor to the OWNER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, this _____, 2022.

ACCEPTED:

Mayor, City of Bartlett

Owner, SIC Project Management

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 09/13/22 06:00 PM

Department: Engineering

Category: Proposal

Prepared By: John Horne

Department Head: John Horne

Proposal for Center of Applied Earth Science and Engineering Research (CAESER) Wellhead Protection Plan.

The City of Bartlett has four Water Treatment Plants (WTPs) that provide potable water to the City. These WTPs use well pumps that pump water from deep within the ground. The City operates ten well pumps. Each of these wells have a wellhead, which is the soil surrounding and on top of each well. For several years, the City has utilized the resources of CAESER, the Center of Applied Earth Science and Engineering Research, to provide valuable data regarding our wells and wellheads. They have continually maintained our Wellhead Protection Plan, which allows us to be educated about the source of our drinking water, but also to be prepared in the event of soil contamination. The last page of this contract contains a summary of the additional services that CAESER provides to help us educate, study, and be prepared for potential contaminants within our wellhead zones. CAESER's contract is for \$26,440.00 per year (see attached contract page 2) for a 5 year contract period.

Funding is available in Account 510.51200.179. Please authorize this proposal and approve the contract with CAESER.

**SERVICE AGREEMENT
BETWEEN
THE UNIVERSITY OF MEMPHIS AND
THE CITY OF BARTLETT**

THIS SERVICE AGREEMENT (hereinafter, "Agreement"), is made effective as of the date of the last signature affixed below with a start date of July 1, 2022 (hereinafter, "Effective Date") by and between the University of Memphis (hereinafter, "University"), a public university within the State of Tennessee, and the City of Bartlett (hereinafter, "Bartlett"), a municipality of the State of Tennessee. University and Bartlett may be referred to herein individually as a "Party" hereto and collectively as the "Parties" hereto.

RECITALS

WHEREAS, Bartlett is interested in receiving services related to its wellhead protection, education outreach and water quality; and

WHEREAS, University, by and through its Center for Applied Earth Science and Engineering Research (hereinafter, "CAESER") has on its staff certain employees who possess unique knowledge and experience in substantive fields relating to such services, and University is interested in performing these services for Bartlett.

NOW, THEREFORE, in consideration of the foregoing premises, representations, mutual covenants and conditions and subject to the terms and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- a) "Services" shall mean any work performed by University in accordance with the work outlined in Exhibit A and Exhibit B, which are attached hereto and incorporated herein by reference.
- b) "Contract Period" shall mean the period commencing on the Effective Date of this Agreement and ending on June 30, 2027. The term of this Agreement may be extended by the mutual written consent of the duly authorized representatives of the Parties.

TERMS AND CONDITIONS

Article 1. Services.

1.1 During the Contract Period, University shall perform the Services defined herein for Bartlett. University agrees to commence the performance of the Services on or about July 1, 2022, or as soon thereafter as practicable, and further agrees to complete such Services substantially in accordance with the terms and conditions of this Agreement.

1.2 The manner of performance of the Services shall be determined by University. University does not guarantee specific results, and the Services shall be conducted only on a reasonable efforts basis.

1.3 University cannot predict any results of the Services and does not guarantee that the results will be as might be anticipated by Bartlett.

Article 2. Compensation; Disbursements

2.1. Bartlett shall compensate University as follows for the Services provided under this Agreement:

- a) Total five-year amount/Method of Payment: Fixed Fee not to exceed One Hundred Thirty-Two Thousand Two Hundred and 00/100 United States Dollars (\$132,200.00 USD) for the total five-year contract period.
- b) To Be Paid: At least \$26,440.00 annually, upon receipt of invoice from University, which shall be submitted in July of each year during the Contract Period.

2.2. University shall invoice Bartlett for all payments due hereunder. Bartlett agrees that all payments to University shall be submitted to University within thirty (30) days of the invoice date and shall be accompanied by the applicable invoice from University.

2.3. Payments under the terms of this Agreement shall be made by wire transfer or by check payable to:

Name on check: The University of Memphis
 Grants and Contracts Accounting
 P.O. Box 1000, Dept 313
 Memphis, Tennessee 38148-0313
 University Tax ID #: 62-0648618

2.4. Bartlett warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the University/State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Bartlett in connection with any work contemplated or performed relative to this Agreement.

2.5. Anything herein to the contrary notwithstanding, should this Agreement be subject to early termination pursuant to the termination provisions herein, Bartlett shall pay University for all Services performed and costs accrued up to the time of termination.

Article 3. Non-Exclusive Affiliation; Publication

3.1 The Parties understand that each may enter into agreements with other entities regarding the same subject matter. Nothing in this Agreement shall be construed to limit the freedom of the Parties to engage in similar projects or enter into similar agreements with other parties.

3.2 In the exercise of the rights of academic freedom of an educational institution and its faculty, University shall have the non-exclusive right to present at symposia, national or regional professional meetings and to publish in scientific or other journals and provide through various educational outreach venues, the results of the Services conducted under this Agreement, which shall be made publicly available.

Article 4. Term and Termination; Default

4.1. This Agreement shall be effective as of the Effective Date identified above and shall continue in full force and effect until June 30, 2027, or for a period not to exceed five (5) years, whichever is later. The initial term of this Agreement shall be one (1) year, commencing upon Effective Date and shall renew automatically for additional one-year terms on the anniversary date of the Effective Date (hereinafter, "Renewal Date") unless notice of termination is given by either Party to the other, in writing, no less than thirty (30) days prior to the effective date of said termination. The final period of this Agreement shall expire on June 30, 2027, unless otherwise modified by the Parties in writing.

4.2. In the event performance of this Agreement, except with respect to payment obligations, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, war, revolution, civil commotion, epidemic, quarantine, pandemic, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased) and shall not be deemed to be in default or breach of its obligations under this Agreement; provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

4.3. In the event that either Party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the Party not in default shall have the option of canceling this Agreement by giving fifteen (15) days' written notice of termination to the other Party. The Agreement may be terminated by either Party for convenience upon thirty (30) days' written notice to the other Party prior to the effective date of such termination. Termination of this Agreement shall not affect the rights and obligations of the Parties which shall have accrued prior to termination. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

Article 5. Independent Contractors. Neither Party shall have any authority, and neither Party shall represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other Party, except as provided in this Agreement. Each Party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the Parties or as creating any other form of legal association that would impose liability on one Party for the act or failure to act of the other Party.

Article 6. Warranties; Disclaimers. University makes no warranties, express or implied, concerning the work to be performed under this Agreement, the results of the Services, the use of any information in the results of the Services, or of the merchantability or fitness for a particular purpose of such Services or results. University shall not be liable for any direct, consequential, or other damages suffered by Bartlett or any other party as a result of the conduct of the Services. No warranties made or to be made in connection with the Services shall directly or indirectly by implication obligate in any way University, the State of Tennessee, or their officers or employees.

Article 7. Treatment/Disclosure of Information. Each Party shall use the same degree of care to avoid unauthorized disclosure or use of the other Party's proprietary information as it uses with respect

to its own confidential, proprietary and/or secret information of like importance, but, in any case, using no less than a reasonable degree of care. The Parties acknowledge and agree that disclosures of information required by the Tennessee Public Records Act (Tennessee Code § 10-7-503) shall not be considered a breach of this Agreement.

Article 8. Record Retention. Bartlett shall retain all documents and records of payments pertinent to this Agreement for a minimum of three (3) years. Such documents and records are subject to audit, with prior notification, by the University's representative, the State of Tennessee Comptroller's Office, or their designee.

Article 9. Publicity. Neither Party shall use the name, trade name, logo, trademark or other designation of the other Party in connection with any products, promotion, or advertising without the prior written consent of the other Party, which shall not be unreasonably withheld. However, either Party shall have the right to acknowledge the other Party in scientific or academic publications, within proposals to federal government agencies, and in other scientific communications, without that Party's prior approval.

Article 10. Limitation of Liability. The liability of the Parties for damages arising in connection with this Agreement shall not exceed any applicable sovereign immunity limits. Notwithstanding anything to the contrary contained herein or at law or in equity, neither Party shall be liable for punitive, special, indirect, incidental or consequential damages (including, without limitation, damages for loss of business profits, business interruption or any other loss) arising from or relating to any claim made under this Agreement. Each Party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or those for whom it is legally responsible relating to or arising under this Agreement. In no event shall the limitation of liability of the Parties apply to intentional torts, criminal acts, or fraudulent conduct. This Section provides only for a limitation of damages otherwise awardable and shall not be construed to create an entitlement or legal right to any amount of damages except as a result of a final judgment on a complaint for damages awarded by a court of competent jurisdiction, or as otherwise agreed in writing by the Parties to this Agreement. Any and all monetary claims against the University, the State of Tennessee, its officers, agents, employees and/or students in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

Article 11. Waiver. The failure of any Party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder shall not constitute a waiver of that provision or right and shall not prejudice such Party from later enforcing or exercising the same or any other provision of the Agreement. Neither Party waives its right to enforce any and all provisions of the Agreement at any time during the Term.

Article 12. Notices. Any notice or communication required or permitted to be given or made under this Agreement by one of the Parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if mailed by certified mail or express courier, postage prepaid, return receipt requested, addressed to such other Party at its respective address as follows:

If to Bartlett:

Mr. Rick McClanahan
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
(901) 385-6499

If to University with respect to all non-technical matters:

Stephanie A. Thompson, CRA
Director, Research Support and Innovation
The University of Memphis
315 Administration Building
Memphis, TN 38152
(901) 678-4146
osp@memphis.edu

If to University with respect to technical questions:

Dr. Scott Schoefernacker
CAESER
The University of Memphis
900 Wilder Tower
Memphis, TN 38152
(901) 678-5110
sschfrnc@memphis.edu

GENERAL PROVISIONS

Article 13. Assignment. This Agreement and the rights and obligations hereunder of the Parties may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise without the express prior written consent of the other Party. Consent to any assignment shall not be deemed to create a contractual relationship between the consenting Party and the assignee.

Article 14. Choice of Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws.

Article 15. Civil Rights. The Parties are required to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations, annual training and reporting requirements of each. Neither Party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the Parties agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or

terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Article 16. Severability. If any term or provision of this Agreement is deemed to be, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such illegality, invalidity or unenforceability and all other terms herein shall remain in full force and effect.

Article 17. Section /Headings. The headings of sections and subsections, to the extent used herein, are for convenience and reference only, in no way define, limit, or describe the scope or intent of any provision hereof, and therefore shall not be used in construing or interpreting the provisions hereof.

Article 18. Entire Agreement; Modifications. This Agreement, including any/all documents attached hereto and/or incorporated herein by reference, constitutes the entire agreement and understanding between the Parties and it expressly supersedes any/all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Neither Party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. No modification of or amendment to this Agreement shall be effective unless in writing and signed by the authorized representatives of each Party.

Article 19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument, binding upon the Parties, notwithstanding the fact that all of the Parties are not signatory to the original or the same counterpart. For purposes of this Agreement, signature pages executed and delivered via facsimile or other electronic transmission (including .pdf copies of signature pages) shall be deemed originals.

IN WITNESS WHEREOF, each of the undersigned certifies that he/she is authorized to enter into this Agreement on behalf of the Party he/she represents and has caused this Agreement to be duly executed in its name and on its behalf.

CITY OF BARTLETT

By: _____

Signature of Authorized Representative

Typed Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF MEMPHIS

Digitally signed by Jasbir
Dhaliwal
Date: 2022.05.25 16:55:07
-05'00'

Jasbir Dhaliwal

By: _____

Signature of Authorized Representative

Dr. Jasbir Dhaliwal

Executive Vice President for Research
and Innovation

05/25/2022

Date: _____

Attachment: CEASER Contract (3213 : CAESER Wellhead Protection Plan Contract Proposal)

EXHIBIT A SCOPE OF WORK

Wellhead Protection and Support Services

The Center for Applied Earth Science and Engineering Research (CAESER) will:

1. Continue to perform its mission to engage in applied research excellence, education, and leadership toward sustaining community water resources.
2. Maintain the City of Bartlett's Wellhead Protection Plan (WHPP) by:
 - a. Updating the WHPP including Zones 1 and 2 at a minimum of every three (3) years, or as required by the State of Tennessee.
 - b. Conducting an annual Contaminant Source Inventory (CSI) of potential contaminant sources within Zone 1 and 2 areas;
 - c. Update production and observation well coordinates including vertical elevation using a survey-grade GPS unit, as needed;
 - d. WHPP and/or CSIs to be submitted for review prior to submittal to the Tennessee Department of Environment and Conservation; and
 - e. Updating countywide numerical model (MODFLOW) for improved delineation of wellhead protection zones.
3. Provide expertise to the City of Bartlett in matters dealing with water within the scope and mission of CAESER.
4. Provide information and/or educational material for the elected leaders and citizens of the City of Bartlett concerning the status of the aquifer, the wellhead protection program, and aquifer protection.
5. Offer educational programming to Bartlett City Schools on our local water resources.
6. Hold one annual meeting with the City of Bartlett along with other Shelby County area utility representatives to highlight efforts in accordance with this Scope of Work.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3209)

Meeting: 09/13/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3209

Resolution 32-22, a resolution authorizing the City of Bartlett, Tennessee to participate in James L. Richardson “Driver Training” Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Bartlett, Tennessee is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Bartlett employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Driver Training” Matching Grant Program; and

WHEREAS, the City of Bartlett, Tennessee now seeks to participate in this important program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee the following:

SECTION I. That the City of Bartlett, Tennessee is hereby authorized to submit application for a “Driver Training” Matching Grant Program through Public Entity Partners.

SECTION II. That the City of Bartlett, Tennessee is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this day of September 13, 2022

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

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3211)

Meeting: 09/13/22 06:00 PM

Department: Engineering

Category: Presentation

Prepared By: John Horne

Initiator: John Horne

Sponsors:

DOC ID: 3211

Resolution 33-22, a resolution to utilize American Rescue Plan Act (ARPA) funds for public sewer rehabilitation. Sewer rehabilitation includes replacement of four sewer lift stations and rehabilitation of sewer mains in our northern sewer basins.

WHEREAS, funds have been authorized and appropriated by the Federal American Rescue Plan Act (ARPA) to be used for eligible drinking water, wastewater, or stormwater projects. The Tennessee Department of Environment and Conservation (TDEC) has been designated to administer these funds; and,

WHEREAS, ARPA guidelines stipulate that “Project Owners are those entities that may execute projects. Project owners must operate a drinking water or wastewater system or a permitted stormwater system or execute a project on behalf of a drinking water or wastewater system or a permitted stormwater system”; and,

WHEREAS, the City of Bartlett, Tennessee acting by and through the Mayor and Board of Aldermen proposes to submit a Proposal for ARPA funding in the amount of \$3,412,917.00, for the purpose of performing eligible ARPA activities that will benefit all of the residents in the City of Bartlett by making improvements to the City’s sewer system through; and,

WHEREAS, the City of Bartlett, will provide local financial support in conjunction with all ARPA funds to complete the above project; equal to 35 percent, in the amount of \$1,194,520.95; and,

WHEREAS, under the terms and provisions of the State of Tennessee, the City of Bartlett, Tennessee as a recipient is required to designate and appoint a Financial Officer to perform certain duties in the administration of the said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Bartlett, as follows:

THAT, Mayor A. Keith McDonald is hereby authorized to execute and submit the Proposal / Application with the appropriate assurances to the State of Tennessee, Department of Environment and Conservation (TDEC), requesting the use of ARPA funds in the amount of \$4,607,437.95 (City’s allocation and local share) for use in making vital improvements to the sewer system which serves the City’s residents; and,

THAT, the City of Bartlett will be responsible for at least the required local match of 35 percent provided in full by the sewer fund; and,

THAT, A. Keith McDonald, Mayor, be and is hereby designated and appointed as Financial Officer under the terms and pursuant to the Tennessee Code Annotated, as amended, and to perform on behalf of the City of Bartlett, Tennessee, those acts and assume such duties as are consistent with the said position.

Adopted this day of September 13, 2022

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

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk

