



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, AUGUST 24, 2021 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

Family Assistance Commission, August 30 at 6 p.m.

Bartlett Station Commission, September 1 at 7:30 a.m.

City Beautiful Commission, September 2 at 6:30 p.m.

Beer Board, September 7 at 6 p.m.

Planning Commission, September 7 at 7 p.m.

Parks and Recreation Advisory Board, September 9 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the August 10, 2021 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Big Jim's Christmas Trees & Pumpkins. (Jim Brown, Director of Code Enforcement)**

The event will be held September 21 thru December 21 from 9 a.m. to 9 p.m.

- 2 Special event permit for Movies in the Park. (Jim Brown, Director of Code Enforcement)**

The events will be held on Friday, Sept. 17, Oct. 1, Oct. 15, & Oct. 29 from 7:30 p.m. to 11:00 p.m. at W.J. Freeman Park.

3 Special event permit for Stanky Creek Trail Race 50k/25k. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, September 18 from 6 a.m. to 4:30 p.m. at Nesbit Park.

4 Bid for Mobile Lift Columns. (Matt Crenshaw, Assistant Director of Public Works)

Recommend accepting the lowest bid from Advance Stores Co. at a total cost of \$68,947.60. Funds are available in Account 311.48311.785.310.

5 Bid for two police motorcycles. (Jeff Cox, Police Chief)

Recommend accepting the lower bid from Performance Plus at a cost of \$28,195.90 each for a total cost of \$56,391.80. Funds are available in account 124.48124.935.

6 Bid for four Dodge Durango Police Sport Vehicles. (Jeff Cox, Police Chief)

Recommend accepting the lowest bid from Columbia CDJR for four Dodge Durango Police Sport Vehicles for a total cost of \$106,536.00. Funds are available in Account 124.48124.935.

7 Bid for Temporary Employment Services. (Dick Phebus, Director of Finance)

Recommend accepting the proposal from Professional Staffing Company, Inc. Funds are available in Object Code 125 in various departments.

NEW BUSINESS

1 Resolution 25-21, a resolution to fix the time of the City of Bartlett's Municipal Court to Wednesdays at 8 a.m. (Mark Brown, Chief Administrative Officer)

2 Resolution 26-21, a resolution to accept a Small Business Administration Shuttered Venue Operations Grant in the amount of \$115,920.47 and adjust the line item operating expenditures in the Bartlett Performing Arts Conference Center program. (Dick Phebus, Director of Finance)

3 Resolution 27-21, an initial resolution authorizing the issuance of not to exceed three million seven hundred fifty thousand dollars (\$3,750,000) general obligation public improvement bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)

- 4 Resolution 28-21, a resolution authorizing the issuance of general obligation public improvement and refunding bonds of the City of Bartlett, Tennessee in the aggregate principal amount of approximately \$5,850,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 10, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, August 12 at 6 p.m.

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

Bartlett Arts Council, August 17 at 6 p.m.

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

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

Board of Zoning Appeals, August 19 at 6:30 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the July 27, 2021 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Aug 10, 2021 6:00 PM (MINUTES ACCEPTANCE)

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

CONSENT AGENDA

There are no consent items

NEW BUSINESS

I Bid for annual asphalt paving project. (John Horne, Assistant Director of Engineering)

Recommend accepting the lower bids from the following contractors:

Citywide asphalt pavement - Lehman-Roberts; Asphalt picked up at plant - Standard Construction and Lehman-Roberts. Funds are available in Accounts 121.48121.278 and 311.48311.780.456.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Jack Young, Vice Mayor
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Parsons, Simmons, Young, Quinn
ABSENT: Elliott

2 Subdivision Contract for Appling Pleasant Subdivision. (John Horne, Assistant Director of Engineering)

The developer, William Pleasant Jr. and Martha Pleasant Living Trust, will pay \$3,700.00 in City fees. The bond is set at \$0.00.

Alderman Pleasant abstained from voting because of personal interest with the contract.

RESULT: **APPROVED [4 TO 0]**
MOVER: Jack Young, Vice Mayor
SECONDER: David Parsons, Alderman
AYES: Parsons, Simmons, Young, Quinn
ABSTAIN: Pleasant
ABSENT: Elliott

3 Resolution 23-21, a resolution to amend the FY2022 General Fund operating budget in the amount of \$822,300 for the purpose of increasing salary and benefits for Police, Fire, and Ambulance Department personnel. (Dick Phebus, Director of Finance)

Director of Finance Dick Phebus explained that the \$822,300 would be funded from local sales tax and State shared sales tax.

Alderman Simmons asked about salary increases for Public Works and asked if public safety employees would make as much as Memphis.

Minutes Acceptance: Minutes of Aug 10, 2021 6:00 PM (MINUTES ACCEPTANCE)

Mayor McDonald explained that the Public Works Department's increase had been handled administratively. This Public Safety increase requires a budget amendment; therefore, is being brought to the Board of Mayor and Aldermen. He stated that the pay increases would make salaries competitive with other municipalities. Alderman Pleasant asked for a breakdown of the increases. Mr. Phebus stated that if the budget amendment is approved, the Personnel Department will have available pay tables that reflected the increases.

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

OPEN DISCUSSION

Alderman Parsons mentioned that he is thankful for the City's employees' hard work and is grateful to find resources to provide for a pay increase to retain good employees.

Alderman Pleasant stated that Administration had been working to find revenues to fund the pay increases for some time. He is happy to support the increase to remain competitive with other municipalities.

Alderman Young echoed Alderman Parsons' comments and said he consistently receives compliments on the employees and is happy to keep their pay competitive.

Kathleen Bearden, 5503 Wakefield Cove, spoke to the Board regarding the school mask mandate. She stated she believed the Mayor should have a voice and be included in the decision for mask recommendations. She believes the City of Bartlett should have a voice regardless of the county in which they sit. She wants elected officials to hear the constituents' needs and wants. She stated that Governor Lee has suggested to health departments and counties that they give the choice of masking children to the parent, who knows best for the child, rather than mandating masks be worn.

Mayor McDonald thanked Ms. Bearden and stated he was glad she brought this topic to the meeting as he receives numerous inquiries regarding this issue and welcomes the opportunity to address it. He explained that State law allows for six counties in Tennessee to have autonomous health departments. It does not give any of the legislators, mayors or aldermen the ability to have any say. The Health Department's directive is the decision. He, and the aldermen, are sworn to uphold the laws of the City of Bartlett, the State of Tennessee, and the United States. He encouraged all to reach out to their senators and representatives, because it would take a change in the law to do it any differently. For now, the Bartlett City Schools and the City of Bartlett must abide by the Shelby County Health Department's directive.

ADJOURNMENT

Meeting adjourned at 6:28 PM

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

A. Keith McDonald, Mayor

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/24/21 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Big Jim's Christmas Trees & Pumpkins.



ljenkins@cityofbartlett.com

5.1.a



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

6777 Stage Rd. 38134
Address Zip Code
9/21/21 - 12/21/21 9am-9pm
Dates of the Event Hours of the Event
Seasonal Sales Christmas Trees Pumpkins
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Mark Boyd
Property Owner
Timmy Wade Big Jim 3607 Marietta
Special Event Permit Applicant Address of Applicant Bartlett TN
(901) 568-0505 38135
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ 64.00 Total Permit Fee

James R. Wade 8/2/2021
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. 8

Attachment: 6777 STAGE RD-BIG JIM'S CHRISTMAS TREES & PUMPKINS-2021 (3016 : Big Jim's Christmas Trees & Pumpkins)

Special Event Checklist

Event: Sale of Christmas Trees & Pumpkins
 Location: 6777 Stage Rd. 38134
 Dates: 9-21-2021 - 12/21/2021

Type of special event: (Check one.)

☐ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☒ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

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

☐ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

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

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☐ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☒ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

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

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

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

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

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.	

Boyd & Sons Real Estate & Investment, Inc.
 8487 Pleasant Ridge Road
 Arlington, TN 38002
 829-3289

Bartlett Code Enforcement

With Your Approval, I give Jimmy Wade permission to sell Pumpkins & Christmas Trees at the Stage Rd Plaza Shopping Center at 6743 Stage Rd. Bartlett, Tenn. 38134.

I appreciate your corporation. Thank You.

Sincerely,

Mark D Boyd
 Mark D Boyd

Mark D Boyd

~~*Mark D Boyd 8-14-17*~~

~~*Mark D Boyd 7-2-2020*~~

Mark D Boyd 8-13-2021

11/16/2004

SCHERBA INDUSTRIES

PAGE 03

CERTIFICATE OF CONFORMANCE

This is to certify that 512 Yards

Of material AERON 21 FP BLACK

Shipped to Scherba Industries Conforms to the Chemical

in Customer Order No. 8617

Analysis and physical properties of specification PAR 21, NF2, DAP, B

LOP # 95-507 MPD DATED: 7/9/96

Test Reports on file at Flextron Products, El Monte, California subject to examination of any MPD.

Date: 7/9/96 Signed: [Signature] day of 14

JOAN ESTRADA/TECHNICAL DIRECTOR

Sworn and subscribed before me this _____

NOTARY PUBLIC



WADEJAM-01

5.1.a

SDUNCAN

DATE (MM/DD/YYYY)

8/17/2021

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER McDonald Insurance LLC 5820 Stage Rd Bartlett, TN 38134	CONTACT NAME: PHONE (A/C, No, Ext): (901) 385-1234 FAX (A/C, No): (901) 388-9526 E-MAIL ADDRESS:	
INSURED BIG JIM'S CHRISTMAS TREES 698 Royer Ct Atlanta, GA 30342-1459	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nationwide Assurance Company	10723
	INSURER B : Nationwide Mutual Insurance Company	23787
	INSURER C : TRAVELERS PROPERTY CASUALTY	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate	X		ACPCG015605249935	9/2/2021	9/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ACPCU015605249935	9/2/2021	9/2/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	6JUB-5N17320-3-20	9/27/2020	9/27/2021	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bartlett listed as additional insured under the blanket form CG2001

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett
6382 Stage Road
Bartlett, TN 38134

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

Sarah Duncan

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/24/21 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Movies in the Park.



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

W.J. FREEMAN PARK 2629 BARTLETT BLVD 38134
Address Zip Code

SEP 17, OCT 1, OCT 15, OCT 29 7:30 TO 11:00 PM
Dates of the Event Hours of the Event

BARTLETT STATION COMMISSION "MOVIES IN THE PARK"
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

CITY OF BARTLETT
Property Owner

GLENN MULLINS 6120 BARKLEY CV BARTLETT, TN 38134
Special Event Permit Applicant Address of Applicant

901-484-9607
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

\$ 0 Total Permit Fee
CITY EVENT

8/12/21
Date

Glenn Mullins
Responsible Person

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

APPROVAL

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

Special Event Checklist

Event: BARTLETT STATION "MOVIES IN THE PARK"
 Location: W.J. FREEMAN PARK
 Dates: SEP 17, ~~OCT~~, OCT 15, OCT 29

Type of special event: (Check one.)

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

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

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

Performance standards:

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

	Sub- mitted ✓ or X	OK	N/A		Comments										
9	✓			<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	FOOD VENDORS @ 7pm MOVIE @ 8pm (SUNDOWN)
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			✓	In addition to the maximum duration as set forth in Table VI.27-1, a shopping center may hold centralized special events, not connected to individual businesses within the shopping center, which do not exceed sixty (60) days in a calendar year. The duration of all special events in a shopping center may be extended on a case by case basis if the special event(s) take place in shopping center parking areas not required for the primary businesses.											
11			✓	<i>Frequency.</i> Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.											

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

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

4/25/02

Page 5 of 9

Attachment: 2629 BARTLETT BLVD-MOVIES IN THE PARK-2021 (3012 : Movies in the Park)

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

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.

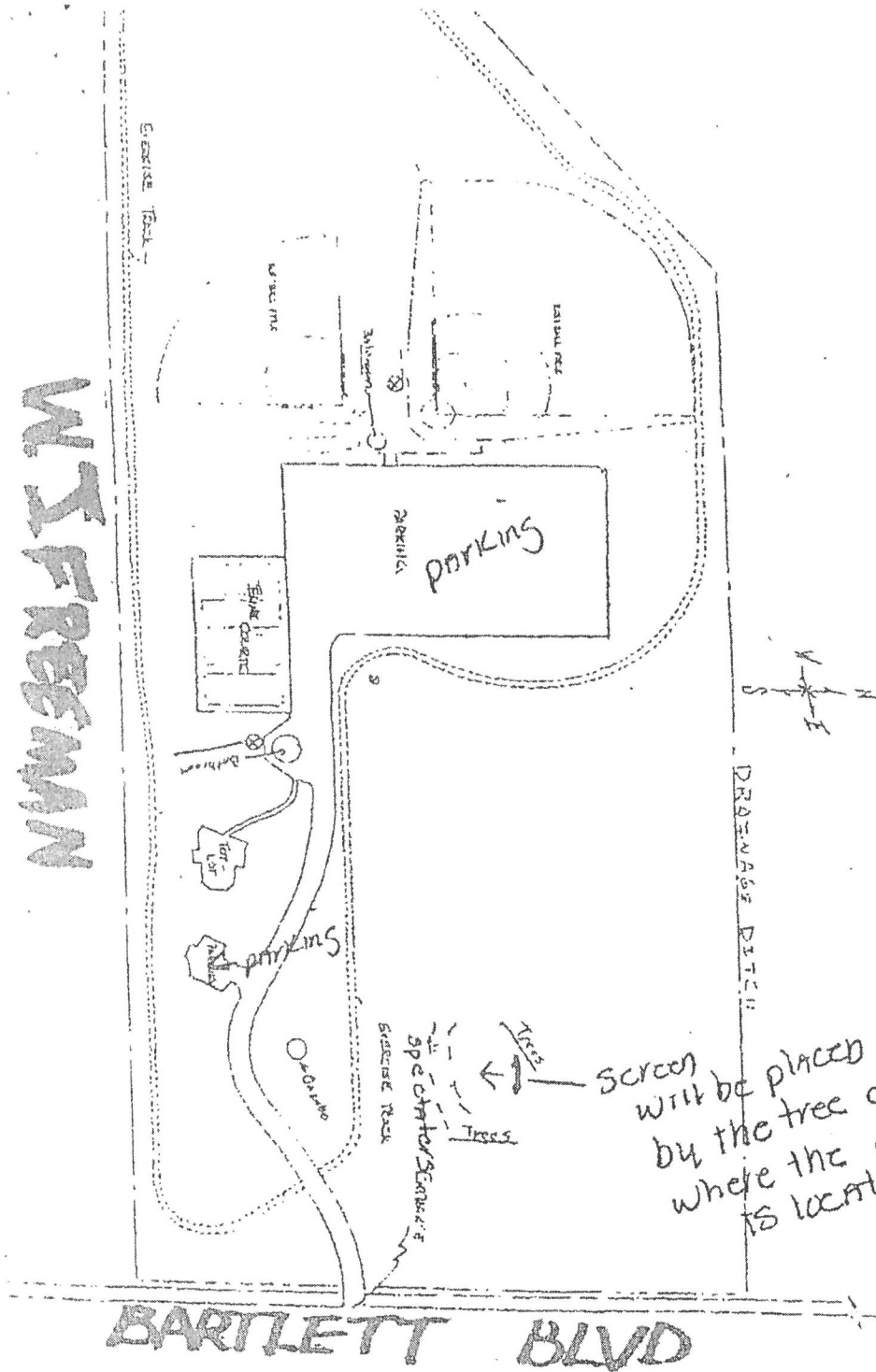
The application shall set forth and contain the following information:

	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.	

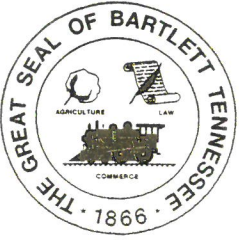
Special event permit - authorization by Permitting Official

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.	USING PARKS OUTLETS
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.	



30



City of Bartlett

PARKS & RECREATION

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

August 12, 2021

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

The Bartlett Station Commission has requested to use W. J. Freeman Park Pavilion and Gazebo areas on Friday evenings at dusk September 17, October 1, October 15, and October 29, 2021. This is for their Bartlett Movies in the Park events.

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

Sincerely,

Paul Wright
Parks and Recreation Department Assistant Director
City of Bartlett

Cc: Glen Mullins, Bartlett Station Commission
901-372-9457
gmullins@bartlettchamber.org

Attachment: 2629 BARTLETT BLVD-MOVIES IN THE PARK-2021 (3012 : Movies in the Park)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/24/21 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Stanky Creek Trail Race 50k/25k.



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

5760 Yale Rd. Memphis, TN 38135
 Address Zip Code
September 18th, 2021 6am - 4³⁰pm
 Dates of the Event Hours of the Event
Fundraiser
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
City of Bartlett
 Property Owner
Peter Mellen 150 N. Cooper St. Apt. 4 Memphis, TN 38134
 Special Event Permit Applicant Address of Applicant
901-359-2055 N/A
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ 64.00 Total Permit Fee

[Signature]
 Responsible Person

7/14/2021
 Date

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

APPROVAL

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

Special Event Checklist

Event: Stanky Creek Trail Race 50k/25k
 Location: Nesbit Park 5760 Yale Rd. Bartlett, MN 38135
 Dates: Saturday Sept. 18, 2021
 Type of special event: (Check one.)

☒ *Type 1: Noncommercial Events.* Fund-raising or non-commercial events held outside an enclosed permanent structure, including parades, advertised demonstrations, or events, including structures used in conjunction with the event.

☐ *Type 2: Special Seasonal Events.* Farmers' market, Christmas tree sales, fruit, flower or vegetable sales, or sale of other seasonal products, when sold other than on the site where grown, constructed or assembled.

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

☐ *Type 4: Public Attractions.* Significant outdoor public events intended primarily for entertainment or amusement, such as carnivals, concerts, or festivals, including fireworks displays. **Requires approval by the Board of Mayor and Aldermen.**

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

☐ *Public property.* Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.

☒ *Public parks.* Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)

☐ *City sponsorship.* Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.

☐ *Special use permit or site plan.* Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.

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

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

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

☐ *Certain solicitations.* Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			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				<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.	

4/25/02

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

4/25/02

Page 7 of 9

Attachment: 5760 YALE RD-FUNDRAISER-SEPTEMBER 2021 (3006 : Stanky Creek Trail Race)

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	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	
31			X	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	X			Description of the site on which the proposed event is to be held.	
33	X			Date of the proposed event.	
34	X			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			X	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	X			Location and number of proposed temporary public toilets.	
37			X	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			X	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	X		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40		X	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		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	X		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	X		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	X		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	X		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

NAME OF ACTIVITY: _____

DATE OF ACTIVITY: _____

ACCIDENT WAIVER AND RELEASE OF LIABILITY

By signing this Waiver, I assume all risk of my child and/or myself participating in the above activity (hereinafter "activity"). Without signing this form, neither myself nor my child will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury and that I undertake and assume this risk for myself and my child.

On behalf of myself and my child, I further waive and release the promoters of the activity, school facility, any insuring entity of the above, and their directors, board members, officers, employees, volunteers, agents, representatives, or assigns, as well as the activity sponsors, from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons for any injury or disability which may occur as a result of my or my child's participation in the above activity. I am assuming all risks on behalf of myself and my child that may arise from negligence or carelessness on the part of any of the persons or entities being released, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons.

I CERTIFY THAT MY CHILD AND MYSELF ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH RELATED REASONS OR PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MYSELF OR MY CHILD IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MY CHILD OR MYSELF IN PARTICIPATING IN THE ACTIVITY.

I consent to receive any medical treatment deemed advisable for an injury to myself or my child during the activity and that any medical or other insurance for myself and/or my child will be insurance of first resort before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

I understand that I and/or my child may be photographed while participating in the activity. I agree to allow my and my child's photo, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns.

I shall defend, hold harmless, and indemnify the parties from and against all losses, claims, damages, costs or expenses (including reasonable legal fees, or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for, or on account of any injuries or damages, received or sustained by myself and/or my child arising during the course of the activity.

This Agreement constitutes the sole and only agreement between the parties concerning my child's and my release and indemnification as a condition for participating in this activity. Any prior agreements, whether oral or in writing, shall be void and of no further effect. This Agreement may not be modified.

I certify that I have read this document, and I fully understand its contents. I am aware that this is a release and indemnification of liability for myself and my child, and I sign it of my own free will.

Dated: _____

Participant's Name (Print)

Signature

Parent or Guardian of Minor
(Print)

Signature



Special Event Permit Application
For
Stanky Creek Trail Race 50k/25k (a foot race)

5.3.a

Date and time of event: Saturday September 18, 2021 from 7:00 AM to 5:00 PM

Location of Event: Nesbit Park located at 5760 Yale Rd. Event participants will run, jog, or walk either a 50K or 25K by running loops on the park's maintained trails to complete the race distance of their choosing.

Name and address of the Race Director:

Mr. Peter Mellen
8679 Pine Needle Dr.
Germantown, TN 38139
motivatedrunco@gmail.com
Cell/home: 901-334-6801

Narrative description of event: Approximately 250 runners (the event is limited to a maximum of 300 runners) will run loops of the Nesbit Park trails to complete a 50K, or 25K.

Parking: Event participants will park in the Nesbit Park parking lot and also legally park between the bike lane and the curb on Yale Rd. near the park.

Standards: All performance standards and requirements set forth in the Special Events Checklist have been satisfied.

Portable toilets: Portable toilets will be used and set up on the west side of the Nesbit Park parking lot.

City Services: No city services are requested for this event.

Insurance Coverage: Insurance coverage for this event has been obtained. The appropriate Certificate of Liability Insurance for this event is included in this permit request.

Restoration of site: The restoration of Nesbit Park will be conducted according to required special event standards and conditions of approval.

Proceeds from this event support St. Jude Children's Hospital.

Enclosure (1): Completed Special Event Checklist
Enclosure (2): Nesbit Park Map
Enclosure (3): Insurance Certificate
Enclosure (4) Parks & Recreation Permission Letter

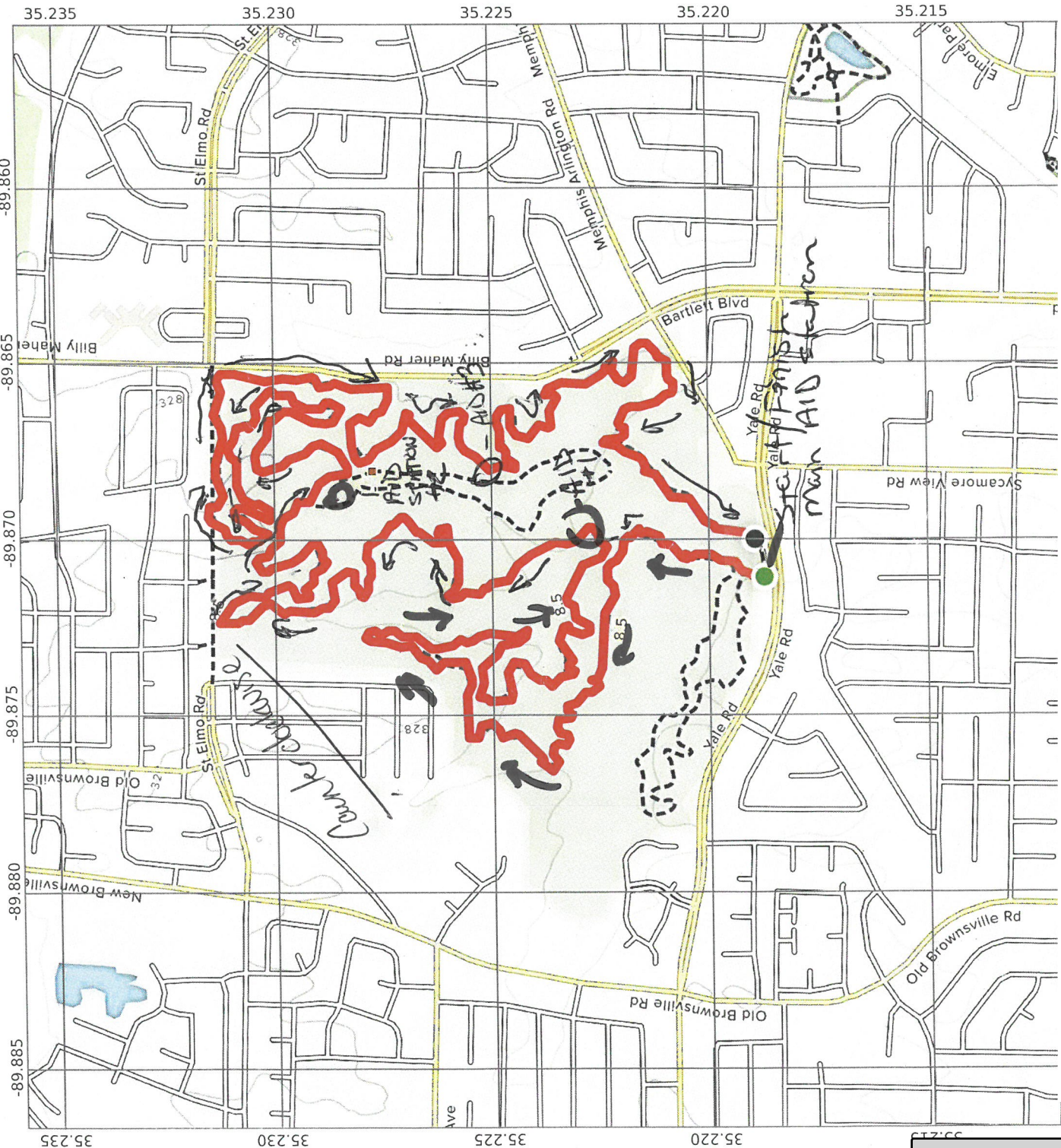
Respectfully submitted,

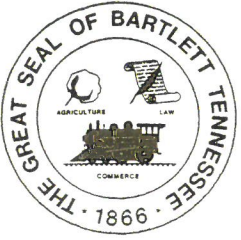
Peter Mellen, Race Director

Attachment: 5760 YALE RD-FUNDRAISER-SEPTEMBER 2021 (3006 : Stanky Creek Trail Race)

Stanky Creek Trail

- Main AID Station
- 2 coolers (Tailwind/Water)
- Snacks
- chairs
- Nutrition
- Food
- First AID
- ~~AID~~ AID # 1 (unmanned)
- Table
- 2 cooler
- (Tailwind/Water)
- AID # 2 (manned)
- Walker talkie
- First AID
- Table
- 2 coolers
- (Tailwind/Water)
- Snacks (60)
- ICE cooler
- AID # 3
- Snacks
- Table
- 2 coolers
- (Water)
- small snacks
- First AID
- ICE cooler





City of Bartlett

PARKS & RECREATION

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

July 26, 2021

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN 38134

The Stanky Creek Trail Race has requested to use Nesbit Park on Saturday, September 18, 2021. Their event will run from 6:00a.m. until 6:00p.m.

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

Sincerely,

Shan Criswell
Parks and Recreation Director
City of Bartlett

Cc: Peter Melon

Attachment: 5760 YALE RD-FUNDRAISER-SEPTEMBER 2021 (3006 : Stanky Creek Trail Race)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2021

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

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

PRODUCER Foresite Sports, Inc. (DBA: Eventsured) Gregory Esterhai 24 S. Newtown Street Road Newtown Square, PA 19073		CONTACT NAME: Eventsured Customer Service PHONE (A/C, No, Ext): 888-882-5902 E-MAIL ADDRESS: info@eventsured.com FAX (A/C, No):	
INSURED Peter Mellen 150 North Cooper Street, apt. 4 Memphis, TN 38104		INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 43274	

COVERAGES **CERTIFICATE NUMBER:** TM212930 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		20/7007204-TM212930	09/18/2021 12:01AM	09/19/2021 2:01AM	EACH OCCURRENCE \$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 1,000	
	☒					PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000	
						DEDUCTIBLE \$ 0	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
☐ HIRED AUTOS			PROPERTY DAMAGE (Per accident) \$				
						\$	
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$	
	DED	RETENTION \$				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A			WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐		E.L. EACH ACCIDENT \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$			
				E.L. DISEASE - POLICY LIMIT \$			

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Running Events (5K, 8K, & 10K) to be held on 09/18/2021 - 09/18/2021 with 100 attendees at City of Bartlett 6400 Stage Rd Bartlett, TN 38135.

CERTIFICATE HOLDER

City of Bartlett
 6400 Stage Rd
 Bartlett TN, 38135

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/24/21 06:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Bid for Mobile Lift Columns.

On July 13, 2021, an ad was placed in the *Daily News*. On July 27, 2021 the City of Bartlett received three qualified bids, which were opened at City Hall.

Bids were received from the following companies:

Autozone	4 Lifts- \$48,756.57 6 Lifts- \$73,856.52
All South Equipment Sales	4 Lifts- \$47,000.00 6 Lifts- \$69,300.00
Advance Stores Co.	4 Lifts- \$48,515.25 6 Lifts- \$68,947.60

We recommend the bid be awarded to Advance Stores Co. for a total price of \$68,947.60.

Funds are available in Account 311.48311.785.310.

Thank you for your consideration.

BID RESPONSE SHEET

FY2022-07-004 MOBILE LIFT COLUMNS

DUE 07/27/21 AT 2:00 P.M.

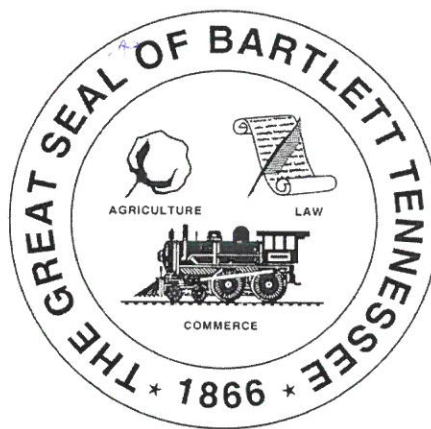
COMPANY/BIDDER	TOTAL BID	Addendums (if any)	NOTES
		Acknowledged?	
1 LIFT NOW AUTOMOTIVE	8610 98 EA		34443.92 Deposit must 51664.88 agree
2 RDI	9768 x + 9259.16 x6		36072 Deposit must 55555 agree
3 AUTOMOTIVE (FLORES)	12184.14 x4 12309.42 x6		48756.57 73856.52
4 ARI PHOENIX	10862.08 x4 10818.11 x6		43448.32 64908.66
5 ADVANCE STORES CO.	12128.81 x4 11491.27 x6		48515.25 68947.60 8 E in process
* Apparent low bid pending review			
6 ALL SOUTH EQUIP SERVICES	11750 x4 11550 x6		47000.00 69300.00
7 HEAVY DUTY LIFT & EQUIP	9333.25 x4 9333.25 x6		37333.00 Deposit must 58999.50 agree

CITY OF BARTLETT

ORIGINAL

*6400 STAGE ROAD
BARTLETT, TENNESSEE 38134*

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Mike Adams, Public Works Director



REQUEST FOR SEALED BIDS

SB # FY2022-07-004

DUE: July 27, 2021, no later than 2:00 p.m. (CST)

MOBILE COLUMN LIFTS

PUBLIC WORKS - FLEET

The City of Bartlett Public Works - Fleet is seeking to purchase a minimum of four (4) Mobile Column Lifts, with the option to purchase up to six (6) Mobile Column Lifts, with a capacity of 18,000 to 18,800 pounds, as per the written specifications.

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)

MOBILE COLUMN LIFT- FLEET
 Sealed Bid: FY2022-07-004
 Due Date: July 27, 2021

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on July 27, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2022 "MOBILE COLUMN LIFTS"** and addressed as follows:

**MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

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. If further information is desired, please contact Dick Phebus, Director of Finance at 901-385-1060 or email dphebus@cityofbartlett.org or Matt Crenshaw, Assistant Director Public Works at 901-385-5570 or email at mcrenshaw@cityofbartlett.org.

Please quote prices on attached bid sheet.

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Advance Stores Company Incorporated
 NAME OF FIRM

6989 Stage Rd
Bartlett, TN 38133

ADDRESS


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

TE-Government@advance-auto.com
 EMAIL

540-561-6812
 PHONE

Michael Casey Brannigan
 PRINT NAME

July 26, 2021
 DATE

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)

MOBILE COLUMN LIFT- FLEET
 Sealed Bid: FY2022-07-004
 Due Date: July 27, 2021

INTENT

The intent of these specifications is to provide sufficient detailed information to permit prospective bidders to submit bids on a minimum of Four (4) with the option for up to six (6) each, individual, new and unused, current model **Mobile Column Lifts with a capacity of 18,000 to 18,800 pounds** for the Fleet Department as per the written specifications. Units shall be delivered to City of Bartlett Fleet Services located at 3583 Altruria Road, Bartlett, TN 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the Compliance check list, along with the signed pricing sheet and the signed and notarized Public Acts 109 form (page 8). **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. All prices are to be firm for **120** days from bid due date.
4. The City reserves the right to reject any and all bids.
5. The bid shall state the manufacturer's warranty, along with owner's manuals.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

MOBILE COLUMN LIFT- FLEET
 Sealed Bid: FY2022-07-004
 Due Date: July 27, 2021

Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.

DETAILED SPECIFICATIONS

(Include **one original** and **two copies** with bid pricing sheet and Public Acts 109 form)

Four (4) Each with the option up to six (6), Mobile Column Lifts, 18,000 to 18,800 pound capacity, Specifying MCH19 Flex, or equal

	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Load Capacity - 18,000 to 18,800 pounds (specify)	<u>Y</u>	<u> </u>	<u> </u>
Battery Operated – cordless with 110V charger	<u>Y</u>	<u> </u>	<u> </u>
Adjustable Forks – Multiple width with an adjustable range of 9.25” to 22.0”	<u>Y</u>	<u> </u>	<u> </u>
Steering and Braking System - Spring Loaded	<u>Y</u>	<u> </u>	<u> </u>
Wheels - Rubber coated steel	<u>Y</u>	<u> </u>	<u> </u>
Fork Lift Pockets – to provide in-shop mobility	<u>Y</u>	<u> </u>	<u> </u>
Protected Hydraulic Cylinder Rod – Minimum maintenance Required	<u>Y</u>	<u> </u>	<u> </u>
Lock Indicator Light	<u>Y</u>	<u> </u>	<u> </u>
Single Column Controls – with a large information screen	<u>Y</u>	<u> </u>	<u> </u>
Vehicle Height and Weight Gauges – integrated with digital display	<u>Y</u>	<u> </u>	<u> </u>


 Initials

MOBILE COLUMN LIFT- FLEET

Sealed Bid: FY2022-07-004

Due Date: July 27, 2021

COMPLIANCE ANSWER**YES NO OFFER**

Intuitive Controller (or equal) – wireless, industrial grade and to include the following:

Show each light column with indicator light

Y _____

On/Off Power Button

Y _____

Information Screen

Y _____

Joystick Control, two-speed for up/down movement

Y _____

Single Lower-to-Lock button

Y _____

E-Stop Control or equal

Y _____

Remote Battery Indicator

Y _____

Auto Resume

Y _____

Accidental Button Press Protection

Y _____

Out of Operation Range Audible Warning Indicator

Y _____

MCR
Initials

OWNERS MANUALS

Furnish ALL manuals –

- Service/Repair Manual
- Parts Manual
- Operators Manual

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)

MOBILE COLUMN LIFT- FLEET

Sealed Bid: FY2022-07-004

Due Date: July 27, 2021

Specify ALL warranties available Comes with standard one year parts and labor warranty

ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.

ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS

REPLACEMENT PARTS MUST BE AVAILABLE LOCALLY

DELIVERY - Must be delivered to:

City of Bartlett – Fleet Services

3583 Altruria Rd.

Bartlett, TN 38135

End of Specifications

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)

MOBILE COLUMN LIFT- FLEET
 Sealed Bid: FY2022-07-004
 Due Date: July 27, 2021

BID PRICING SHEET

(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)

Four (4) Each with the option up to six (6), MOBILE COLUMN LIFT

Make and model # of unit bid Rotary MCH19 Flex

(Include brochures on model specifying)

\$ 12,128.81	X 4 min.	\$ 48,515.25
Each Lift		Total Price
\$ 11,491.27	X 6 max	\$ 68,947.60
Each Lift		Total Price

Total Bid in Words:

Forty eight thousand five hundred fifteen dollars and twenty five cents

Sixty eight thousand nine hundred forty seven dollars and sixty cents

Time required for delivery: 50 days.

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)

MOBILE COLUMN LIFT- FLEET
Sealed Bid: FY2022-07-004
Due Date: July 27, 2021

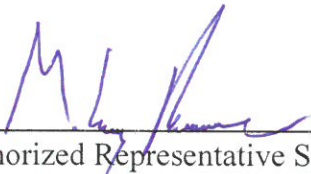
**NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE
ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME
PRICE**

Advance Stores Company Inc
NAME OF FIRM

TE-Government@advance-auto.com
Email

Michael Casey Brannigan
Authorized Representative
(Typed or Printed)

540-561-6812
Telephone Number


Authorized Representative Signature

July 26, 2021
Date

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)

MOBILE COLUMN LIFT- FLEET
 Sealed Bid: FY2022-07-004
 Due Date: July 27, 2021

PUBLIC ACTS 109
(Iran Divestment Act)

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Print Name Michael Casey Brannigan

Signed M. Casey Brannigan

Title SVP, Customer Engagement

Subscribed and sworn before me this 26th day of July, 2021.

Signed Trevor Urquhart Print Name Trevor Urquhart

Title Notary Public

My commission expires: 11/27, 2023.

TREVAR URQUHART
 NOTARY PUBLIC
 WAKE COUNTY
 NORTH CAROLINA
 MY COMMISSION EXPIRES 11/27/202

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

Attachment: Specs for Column Lifts- Fleet Services 8-13-21 (3011 : Bid for Mobile Lift Columns)



Attachment: Columns Lifts (3011 : Bid for Mobile Lift Columns)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/24/21 06:00 PM

Department: Police

Category: Bid

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Bid for two police motorcycles.

On July 21, 2021 an ad was placed in *The Daily News*. On August 4, 2021, two bids were received and opened at City Hall.

Bids were received from the following companies:

Bumpus Harley Davidson	\$57,064.50 total delivered price
Performance Plus	\$56,391.80 total delivered price

Upon review of the bids, it was discovered that several optional items were not included in the Performance Plus Motorcycle Specialist's bid. An amended bid was submitted by Performance Plus Motorcycle Specialist on August 10, 2021, which included the additional items. The amended bid resulted in a cost of \$28,195.90 each for an amended total delivered price of \$56,391.80.

Funds are available in account 124.48124.935.

Thank you for your consideration.

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

IRAN DIVESTMENT ACT

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: <http://tnsos.org/acts/> PublicActs.109.php.

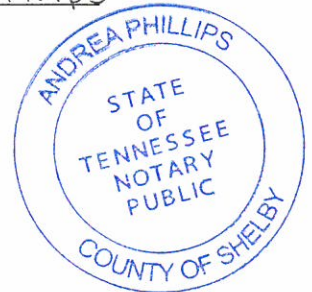
Print Name Lee Bumpus
 Signed Lee Bumpus
 Title Sales Manager

Subscribed and sworn before me this 31st day of July, 2021.

Signed Andrea Phillips Print Name Andrea Phillips

Title fbi

My commission expires: 3/8, 2023.



NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)

Form W-9
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Harley-Davidson of Memphis, Inc.

Business name/disregarded entity name, if different from above
Bumpus Harley-Davidson of Memphis, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2160 Whitten Road
City, state, and ZIP code
Memphis, TN 38133

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

6	2	-	0	9	7	0	2	0	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** *Shannon McCracken* **Date** *7-30-21*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately.

To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

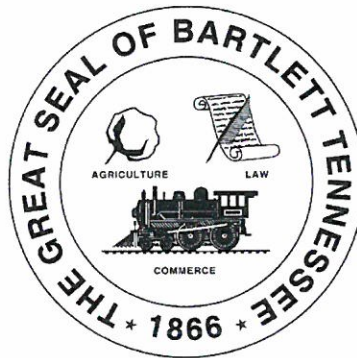
Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF BARTLETT

*6400 STAGE ROAD
BARTLETT, TENNESSEE 38134*

A. Keith McDonald, Mayor
Mark Brown, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police



REQUEST FOR SEALED BIDS

SB # FY2022-07-06

DUE: Wednesday, August 4, 2021, no later than 2:00 p.m. (CST)

POLICE PURSUIT MOTORCYCLE

BARTLETT POLICE DEPARTMENT

The City of Bartlett, Bartlett Police Department is seeking to purchase two (2) **2021-2022 POLICE PURSUIT MOTORCYCLES** as per the written specifications.

NOTICE TO BIDDERS

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

Sealed Bids are to be received no later than **2:00 P.M. on Wednesday, August 4, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2022-07-006 "POLICE PURSUIT MOTORCYCLE"** and addressed as follows:

**MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

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. If further information is desired, please contact Chris Golden, Chief Inspector at 901-385-5539 or email cgolden@bartlettspolice.org.

Please quote prices on attached bid sheet.

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Bumpus Harley-Davidson
 NAME OF FIRM

lee.bumpus@bumpush-d.com
 EMAIL

2160 Whitten Rd Memphis, TN 38133
 ADDRESS

901-372-1121
 PHONE

Lee Bumpus
 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

Lee Bumpus
 PRINT NAME

7/31/2021
 DATE

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for two (2) new and unused **2021-2022 POLICE PURSUIT MOTORCYCLES**, as per the written specifications. The awarded supplier will be required to deliver the vehicles to the City of Bartlett Police Department, located at 3730 Appling Road, Bartlett, TN 38133

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 10). **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for **180** days from bid due date.
5. The bid should state the manufacturer's warranty, along with owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter and purchase order will be issued to the successful vendor.
8. Vehicles delivered as a result of the award of this bid shall be a current year model, new and unused.
9. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

DETAILED SPECIFICATIONS

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

(Include one original and two copies with bid pricing sheet and Public Acts 109 form)

SPECIFICATIONS

These specifications describe the mechanical and comfort level required for the Police Administration Vehicles which will be used by the City. The following bid specifications shall be for two (2) **NEW AND UNUSED 2021-2022 POLICE PURSUIT MOTORCYCLES. Specifying: 2021-2022 BMW R1250 RT-P POLICE PURSUIT MOTORCYCLES or equal**

Exceptions or deviations from the following specifications must be noted.

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel			
Unleaded	<u>X</u>	_____	_____
Fuel Tank			
6.6 Gallon Capacity	<u>X</u>	_____	_____
Engine			
1,254 CC Air/Water cooled 4-stroke engine	<u>X</u>	_____	_____
Batteries			
Linked dual 16 Ah maintenance-free batteries with 10 separately monitored equipment circuits	<u>X</u>	_____	_____
Transmission			
Constant mesh 6-speed gearbox with helical gear teeth or equal	<u>X</u>	_____	_____
Steering			
64.1 degree steering head angle with heated grips (5-level adjustment for heat settings)	<u>X</u>	_____	_____
Brakes			
BMW Motorrad Integral ABS with ABS Pro Standard	<u>X</u>	_____	_____
Wheels			
Two Cast Aluminum Wheels, MTH2 rim profile	<u>X</u>	_____	_____
			<u> </u> Initials

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Tires

Front, (1) 120/70 ZR 17 Michelin Pilot Road 4

X

Rear, (1) 180/55 ZR 17 Michelin Pilot Road 4

Exterior

Color - Night Black and Alpine White III (Combination)

X Central stand allowing easier maintenance
such as tire changes, cleaning, etc. X Side stand holds motorcycle on grades up to 9%
without locking mechanismX **Seats**

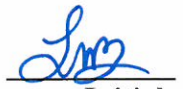
Heated single seat (5-level adjustment for heat settings)

 X **Gauges**

Accurate digital police speedometer with pace-lock display

X

Full-color TFT Dashboard with 10.25" display

 X Rider Information Display including system voltage,
ambient temperature, etc.X **Siren**BMW twin speaker electronic siren with wail, yelp,
hyper-yelp, air-horn, PA. SAE J1849 and
CA Title 13 compliant. 120 dB (A) @ 3 m. X **Lighting System**BMW/Code 3 LED light system
(maximum 10 LEDX light heads) with alternating
flash sequence, channel segregation for
front & rear and duplex LEDX auxiliary rear. X

 Initials
DESCRIPTION
COMPLIANCE ANSWER
YES NO OFFER

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Take-Down Lights

Integrated twin Torus LED,
with selection switch for steady-burn or wig/wag
alternating flash with emergency light operation.

X _____ _____

Alley Lights

Integrated alley light function
utilizing separate Torus LED,
selectable alternating wig-wag with
emergency light operation.

_____ X _____

General Lighting

Four-way emergency flashers as well as
two-way rear flashers, blue ID lights.

X _____ _____

All lights "off" switch with
dimnable dashboard information display.

X _____ _____

Cruise lights for dimmed front and rear
emergency light steady illumination.

X _____ _____

Wig-wag headlight function
(three selectable frequencies or off).

_____ X _____

Accessories

Tire Pressure Monitoring

X _____ _____

Electronic Cruise Control (controls down to 8 mph)

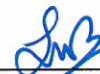
X _____ _____

Weather Protection: provides rain, wind and heat protection /
keeps rider and motor clean

_____ X _____

Electronic lock-release integrated radio box
with wiring ports, ground plate and antenna mount

X _____ _____



Initials

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Police-specific top-opening saddlebags with
glove-friendly latch and optional work bag liner

X _____

Wind tunnel optimized full fairing
provides superior air management
with no engine heat on rider.

X _____

Integrated fairing-mounted speakers for radio & radar,
pre-wired inside radio box w/ mute switch.

_____ X _____

GMSF managed power connection bus inside radio box
for all common equipment connections.

_____ X _____

Electrically adjustable windshield,
adjustable seat height, adjustable brake, clutch & shift lever.

_____ X _____

Full radio interference suppression system
with optimized radio antenna and control head mount.

_____ X _____

Gun lock release handlebar switch
and pre-wired harness for lock.

_____ X _____

Corrosion-resistant stainless-steel front
and rear protection bar system.

_____ X _____

Pre-wired moving radar connection
(VSS, battery+, switched power +, ground)

_____ X _____

Pre-wired constant and switched-power circuits
for computers, printers or video systems.

_____ X _____

End of Detailed Specifications



Initials

OWNERS MANUALS

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

Furnish **All** Manuals – DVD format preferred, however book format is acceptable

Specify **ALL** warranties available Factory 36 month or 60,000 mile
warranty from Harley-Davidson

ALL WARRANTY INFORMATION AND OWNER'S MANUALS TO BE PROVIDED UPON DELIVERY OF VEHICLE.

ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS

DELIVERY

Vehicle, invoice and all documents pertinent to the vehicle shall be delivered to:

***City of Bartlett – Police Department
 3730 Appling Road
 Bartlett, TN 38133***

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

BID PRICING SHEET

(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)

(2 required) POLICE PURSUIT MOTORCYCLES

Specifying 2021-2022 BMW R1250 RT-P Police Pursuit Motorcycle or equal

SPECIFY MAKE AND MODEL PRESENTED IN BID

Harley-Davidson Electra-glide
Police special
- FLHTP

Each Delivered Price

\$ 28,532.25

Total Delivered Price

\$ 57,064.50

Time required for delivery: 90-120 days

Total Bid in words:

(2) Harley-Davidson Electra-Glide police specials
totaling the amount of \$57,064.50

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE.

Bumpus Harley-Davidson
 NAME OF FIRM

lee.bumpus@bumpush-d.com
 Email

Lee Bumpus
 Authorized Representative
 (Typed or Printed)

901-372-1121
 Telephone Number

Lee Bumpus
 Authorized Representative Signature

7/31/2021
 Date

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)



2160 WHITTEN ROAD
MEMPHIS, TN 38133
901-372-1121

July 27, 2021

Thank you for giving Bumpus Harley-Davidson of Memphis the opportunity to help meet your motorcycle needs. This is for your FY2022-07-006 POLICE PURSUIT MOTORCYCLE police bid. I am enclosing the stock motorcycle pricing along with the lighting, emergency response equipment, and installation labor on two (2) 2021 Two-Tone White/Black Harley-Davidson FLHTP Police Electra Glide motorcycles. Please contact me with any questions at 901-372-1121.

1 – 2021 Two-Tone White/Black FLHTP	\$ 17,507.00
ACCESSORIES	\$ 8,430.09
INSTALLATION LABOR	\$ 2,595.16
 SUB-TOTAL – ONE (1) 2021 FLHTP MOTORCYCLE, ACCESSORIES, AND LABOR	 \$ 28,532.25
 TOTAL – TWO (2) 2021 FLHTP MOTORCYCLE, ACCESSORIES, AND LABOR	 \$ 57,064.50

Thank You,

Lee Bumpus
Bumpus Harley-Davidson of Memphis
2160 Whitten Road
Memphis, TN 38133

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)

**PRICE LIST FOR LIGHTING AND EMERGENCY RESPONSE
ACCESSORIES WITH INSTALLATION LABOR**

2 – Par 36 Blue/Blue Lights	Part #2EB00ZCR	\$265.18
6 – Screws	Part #3514	\$10.14
4 – Screws	Part #4741A	\$6.76
1 – Black Tour Pak	Part #53000712D	\$1,104.15
1 – Tour Pak Adaptor Plate	Part #53196-09	\$93.46
2 – Ultra Bright LED	Part #65301	\$113.72
1 – Wig Wag 8 Pattern	Part #65881R2	\$186.96
1 – Sealed Battery	Part #65989-97E	\$114.71
1 – Brush Caliper Mount	Part #67502HD14	\$373.96
1 – Emergency Light Kit	Part #68000137	\$75.96
3 – Tour Pak Emergency Light Kit	Part #68000277	\$744.48
1 – Police Lighting Splice Box Kit	Part #68000279	\$42.46
1 – Tour Pak Emergency Light Kit	Part #68000285	\$98.56
4 – Tour Pak Emergency Light Kit	Part #68000286	\$523.44
1 – Wire Harness	Part #70673-04	\$102.84
1 – Auxiliary Power Switch Kit	Part #71400129	\$118.96
2 – Black Sealed Pin Housing	Part #72102-94BK	\$3.64
2 – Black Sealed Socket Housing	Part #72112-94BK	\$5.44
3 – Black Sealed Socket Housing	Part #72116-94BK	\$13.62
2 – 2-socket Secondary Lock	Part #72152-94	\$3.38
3 – 6 Socket Secondary Lock	Part #72156-94	\$1.95
30 – Stamped and Formed Pin	Part #72190-94	\$27.00
30 – Stamped and Formed Socket	Part #72191-94	\$27.00
2 – Speaker Bracket Kit	Part #76000856	\$202.06
1 – Emergency Response Kit (Siren & PA Kit)	Part #76001039	\$993.61
1 – Saddlebag Rails	Part #90201903	\$254.96
2 – Round 2.5 Blue License Plate Light	Part #KP56B	\$33.92
12 – Whelen LED Light	Part #LINZ62	\$1,937.52
1 – Whelen Windshield Light Array/ Blue	Part #M06MB	\$704.65
2 – Whelen Side Light Mount	Part #RBKTHD2	\$102.84
2 – Whelen Rear Light Mount	Part #RBKTHD8	\$64.58
2 – Whelen Rear Crash Bar Mount	Part #RBKTHD9	\$78.18
Installation Labor		\$2,595.16
Accessory Total		\$8,430.09
Installation Labor Total		\$2,595.16
Accessory and Installation Labor Total		\$11,025.25



The police equipment that Bumpus Harley-Davidson of Memphis will be installing on the 2021 FLHTP Electra Glide Police Motorcycle for the Town of Collierville Police Department.

- 2 - Blue Par 36 Spot Lamps installed on each side of the Headlamp
- 1 – Tour Pak Adapter Plate installed on Motorcycle rear frame
- 1 – Black Tour Pak Box installed on Tour Pak Adapter Plate
- 7 – Tour Pak Lights installed on Tour Pak
- 2 – Moto Light Mounts installed on each side of the front wheel calipers
- 2 – Moto Lights with Wig Wag Pattern installed on each side of the front wheel calipers
- 1 – Sealed Battery installed in the Tour Pak
- 1 – Tour Pak Emergency Light Kit installed in the Tour Pak
- 1 – Emergency Response Kit includes the following:
 - 100 Watt Siren Speaker, 100 Watt Siren Amplifier, PA Microphone and Mounting Bracket,
 - Siren Speaker Mounting Bracket, Siren Amplifier Mounting Bracket, Sealed Pin and Socket
 - Housings, Stamped and Formed Pins and Sockets
- 1 - Ballast with Module installed for the Par 36 Spot Lamps
- 1 - Wiring Harness installed for the Par 36 Spot Lamps
- 1 – Auxiliary Power Switch Kit installed on the Fairing for the Moto Lights
- 2 – Saddlebag Guard Rails installed on Motorcycle rear frame
- 8 – Saddlebag Guard Rail Lights and Mounts installed on Saddlebag Guardrails
- 4 – Engine Guard Lights and Mounts installed under the Par 36 Spot Lamps
- 1 – Windshield Light installed on the Fairing
- 2 – Blue LED License Plate Lights installed on each side of the License Plate Bracket

Thank You,
Lee Bumpus



2160 WHITTEN ROAD
MEMPHIS, TN 38133
901-372-1121

July 27, 2021

Thank you for giving Bumpus Harley-Davidson of Memphis the opportunity to help meet your motorcycle needs. This is for your FY2022-07-006 POLICE PURSUIT MOTORCYCLE police bid. I am enclosing the stock motorcycle pricing along with the lighting, emergency response equipment, and installation labor on two (2) 2021 Two-Tone White/Black Harley-Davidson FLHTP Police Electra Glide motorcycles. Please contact me with any questions at 901-372-1121.

1 – 2021 Two-Tone White/Black FLHTP	\$ 17,507.00
ACCESSORIES	\$ 8,430.09
INSTALLATION LABOR	\$ 2,595.16
 SUB-TOTAL – ONE (1) 2021 FLHTP MOTORCYCLE, ACCESSORIES, AND LABOR	 \$ 28,532.25
 TOTAL – TWO (2) 2021 FLHTP MOTORCYCLE, ACCESSORIES, AND LABOR	 \$ 57,064.50

Thank You,

Lee Bumpus
Bumpus Harley-Davidson of Memphis
2160 Whitten Road
Memphis, TN 38133

Attachment: FY2022 Bumpus Harley Davidson Bid (3013 : Police Pursuit Motorcycle Purchase)

**PRICE LIST FOR LIGHTING AND EMERGENCY RESPONSE
ACCESSORIES WITH INSTALLATION LABOR**

2 – Par 36 Blue/Blue Lights	Part #2EB00ZCR	\$265.18
6 – Screws	Part #3514	\$10.14
4 – Screws	Part #4741A	\$6.76
1 – Black Tour Pak	Part #53000712D	\$1,104.15
1 – Tour Pak Adaptor Plate	Part #53196-09	\$93.46
2 – Ultra Bright LED	Part #65301	\$113.72
1 – Wig Wag 8 Pattern	Part #65881R2	\$186.96
1 – Sealed Battery	Part #65989-97E	\$114.71
1 – Brush Caliper Mount	Part #67502HD14	\$373.96
1 – Emergency Light Kit	Part #68000137	\$75.96
3 – Tour Pak Emergency Light Kit	Part #68000277	\$744.48
1 – Police Lighting Splice Box Kit	Part #68000279	\$42.46
1 – Tour Pak Emergency Light Kit	Part #68000285	\$98.56
4 – Tour Pak Emergency Light Kit	Part #68000286	\$523.44
1 – Wire Harness	Part #70673-04	\$102.84
1 – Auxiliary Power Switch Kit	Part #71400129	\$118.96
2 – Black Sealed Pin Housing	Part #72102-94BK	\$3.64
2 – Black Sealed Socket Housing	Part #72112-94BK	\$5.44
3 – Black Sealed Socket Housing	Part #72116-94BK	\$13.62
2 – 2-Socket Secondary Lock	Part #72152-94	\$3.38
3 – 6 Socket Secondary Lock	Part #72156-94	\$1.95
30 – Stamped and Formed Pin	Part #72190-94	\$27.00
30 – Stamped and Formed Socket	Part #72191-94	\$27.00
2 – Speaker Bracket Kit	Part #76000856	\$202.06
1 – Emergency Response Kit	Part #76001039	\$993.61
(Siren & PA Kit)		
1 – Saddlebag Rails	Part #90201903	\$254.96
2 – Round 2.5 Blue License Plate Light	Part #KP56B	\$33.92
12 – Whelen LED Light	Part #LINZ62	\$1,937.52
1 – Whelen Windshield Light Array/ Blue	Part #M06MB	\$704.65
2 – Whelen Side Light Mount	Part #RBKTHD2	\$102.84
2 – Whelen Rear Light Mount	Part #RBKTHD8	\$64.58
2 – Whelen Rear Crash Bar Mount	Part #RBKTHD9	\$78.18
Installation Labor		\$2,595.16
Accessory Total		\$8,430.09
Installation Labor Total		\$2,595.16
Accessory and Installation Labor Total		\$11,025.25



The police equipment that Bumpus Harley-Davidson of Memphis will be installing on the 2021 FLHTP Electra Glide Police Motorcycle for the Town of Collierville Police Department.

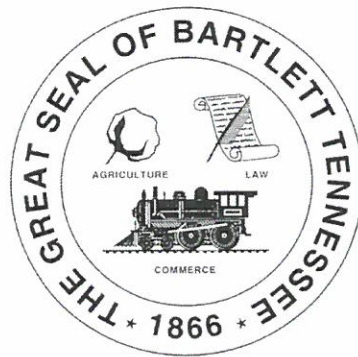
- 2 - Blue Par 36 Spot Lamps installed on each side of the Headlamp
- 1 – Tour Pak Adapter Plate installed on Motorcycle rear frame
- 1 – Black Tour Pak Box installed on Tour Pak Adapter Plate
- 7 – Tour Pak Lights installed on Tour Pak
- 2 – Moto Light Mounts installed on each side of the front wheel calipers
- 2 – Moto Lights with Wig Wag Pattern installed on each side of the front wheel calipers
- 1 – Sealed Battery installed in the Tour Pak
- 1 – Tour Pak Emergency Light Kit installed in the Tour Pak
- 1 – Emergency Response Kit includes the following:
 - 100 Watt Siren Speaker, 100 Watt Siren Amplifier, PA Microphone and Mounting Bracket,
 - Siren Speaker Mounting Bracket, Siren Amplifier Mounting Bracket, Sealed Pin and Socket
 - Housings, Stamped and Formed Pins and Sockets
- 1 - Ballast with Module installed for the Par 36 Spot Lamps
- 1 - Wiring Harness installed for the Par 36 Spot Lamps
- 1 – Auxiliary Power Switch Kit installed on the Fairing for the Moto Lights
- 2 – Saddlebag Guard Rails installed on Motorcycle rear frame
- 8 – Saddlebag Guard Rail Lights and Mounts installed on Saddlebag Guardrails
- 4 – Engine Guard Lights and Mounts installed under the Par 36 Spot Lamps
- 1 – Windshield Light installed on the Fairing
- 2 – Blue LED License Plate Lights installed on each side of the License Plate Bracket

Thank You,
Lee Bumpus

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police



REQUEST FOR SEALED BIDS

SB # FY2022-07-06

DUE: Wednesday, August 4, 2021, no later than 2:00 p.m. (CST)

POLICE PURSUIT MOTORCYCLE

BARTLETT POLICE DEPARTMENT

The City of Bartlett, Bartlett Police Department is seeking to purchase two (2) **2021-2022 POLICE PURSUIT MOTORCYCLES** as per the written specifications.

NOTICE TO BIDDERS

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

Sealed Bids are to be received no later than **2:00 P.M. on Wednesday, August 4, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2022-07-006"** and addressed as follows:

**MAYOR A. KEITH MCDONALD
 CITY OF BARTLETT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134**

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. If further information is desired, please contact Chris Golden, Chief Inspector at 901-385-5539 or email cgolden@bartlettspolice.org.

Please quote prices on attached bid sheet.

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Performance Plus Cycles
 NAME OF FIRM

Keith@performancepluscycles.co
 EMAIL

5312 Pleasant View Memphis TN
 ADDRESS

901-385-8296
 PHONE

Keith Wilson
 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

Keith Wilson
 PRINT NAME

7-29-21
 DATE

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for two (2) new and unused **2021-2022 POLICE PURSUIT MOTORCYCLES**, as per the written specifications. The awarded supplier will be required to deliver the vehicles to the City of Bartlett Police Department, located at 3730 Appling Road, Bartlett, TN 38133

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 10). **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for **180** days from bid due date.
5. The bid should state the manufacturer's warranty, along with owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter and purchase order will be issued to the successful vendor.
8. Vehicles delivered as a result of the award of this bid shall be a current year model, new and unused.
9. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

DETAILED SPECIFICATIONS

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

(Include one original and two copies with bid pricing sheet and Public Acts 109 form)

SPECIFICATIONS

These specifications describe the mechanical and comfort level required for the Police Administration Vehicles which will be used by the City. The following bid specifications shall be for two (2) **NEW AND UNUSED 2021-2022 POLICE PURSUIT MOTORCYCLES. Specifying: 2021-2022 BMW R1250 RT-P POLICE PURSUIT MOTORCYCLES or equal**

Exceptions or deviations from the following specifications must be noted.

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel Unleaded	X	—	—
Fuel Tank 6.6 Gallon Capacity	X	—	—
Engine 1,254 CC Air/Water cooled 4-stroke engine	X	—	—
Batteries Linked dual 16 Ah maintenance-free batteries with 10 separately monitored equipment circuits	X	—	—
Transmission Constant mesh 6-speed gearbox with helical gear teeth or equal	X	—	—
Steering 64.1 degree steering head angle with heated grips (5-level adjustment for heat settings)	X	—	—
Brakes BMW Motorrad Integral ABS with ABS Pro Standard	X	—	—
Wheels Two Cast Aluminum Wheels, MTH2 rim profile	X	—	—
			 Initials

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Tires

Front, (1) 120/70 ZR 17 Michelin Pilot Road 4

Rear, (1) 180/55 ZR 17 Michelin Pilot Road 4

Exterior

Color - Night Black and Alpine White III (Combination)

Central stand allowing easier maintenance
such as tire changes, cleaning, etc.Side stand holds motorcycle on grades up to 9%
without locking mechanism**Seats**

Heated single seat (5-level adjustment for heat settings)

Gauges

Accurate digital police speedometer with pace-lock display

Full-color TFT Dashboard with 10.25" display

Rider Information Display including system voltage,
ambient temperature, etc.**Siren**BMW twin speaker electronic siren with wail, yelp,
hyper-yelp, air-horn, PA. SAE J1849 and
CA Title 13 compliant. 120 dB (A) @ 3 m.**Lighting System**BMW/Code 3 LED light system
(maximum 10 LEDX light heads) with alternating
flash sequence, channel segregation for
front & rear and duplex LEDX auxiliary rear.

X — —

X — —

X — —

X — —

X — —

X — —

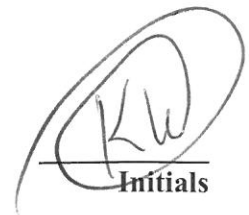
X — —

X — —

X — —

X — —

X — —


DESCRIPTION**COMPLIANCE ANSWER****YES NO OFFER**

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Take-Down Lights

Integrated twin Torus LED,
with selection switch for steady-burn or wig/wag
alternating flash with emergency light operation.

X — —

Alley Lights

Integrated alley light function
utilizing separate Torus LED,
selectable alternating wig-wag with
emergency light operation.

X — —

General Lighting

Four-way emergency flashers as well as
two-way rear flashers, blue ID lights.

X — —

All lights "off" switch with
dimnable dashboard information display.

X — —

Cruise lights for dimmed front and rear
emergency light steady illumination.

X — —

Wig-wag headlight function
(three selectable frequencies or off).

X — —

Accessories

Tire Pressure Monitoring

X — —

Electronic Cruise Control (controls down to 8 mph)

X — —

Weather Protection: provides rain, wind and heat protection /
keeps rider and motor clean

X — —

Electronic lock-release integrated radio box
with wiring ports, ground plate and antenna mount

X — —

KW
Initials

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFER

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Police-specific top-opening saddlebags with
glove-friendly latch and optional work bag liner

X — —

Wind tunnel optimized full fairing
provides superior air management
with no engine heat on rider.

X — —

Integrated fairing-mounted speakers for radio & radar,
pre-wired inside radio box w/ mute switch.

X — —

GMSF managed power connection bus inside radio box
for all common equipment connections.

X — —

Electrically adjustable windshield,
adjustable seat height, adjustable brake, clutch & shift lever.

X — —

Full radio interference suppression system
with optimized radio antenna and control head mount.

X — —

Gun lock release handlebar switch
and pre-wired harness for lock.

X — —

Corrosion-resistant stainless-steel front
and rear protection bar system.

X — —

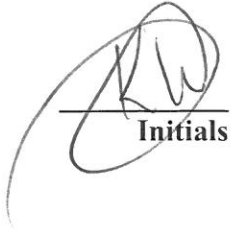
Pre-wired moving radar connection
(VSS, battery+, switched power +, ground)

X — —

Pre-wired constant and switched-power circuits
for computers, printers or video systems.

X — —

End of Detailed Specifications


Initials

OWNERS MANUALS

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Furnish All Manuals – DVD format preferred, however book format is acceptableSpecify ALL warranties available 36 month / 60,000 mileALL WARRANTY INFORMATION AND OWNER'S MANUALS TO BE PROVIDED UPON DELIVERY OF VEHICLE.ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS***DELIVERY***

Vehicle, invoice and all documents pertinent to the vehicle shall be delivered to:

***City of Bartlett – Police Department
3730 Appling Road
Bartlett, TN 38133***

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE
 Sealed Bid: FY2022-07-006
 Due Date: August 4, 2021

BID PRICING SHEET

(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)

(2 required) POLICE PURSUIT MOTORCYCLES

Specifying 2021-2022 BMW R1250 RT-P Police Pursuit Motorcycle or equal

SPECIFY MAKE AND MODEL PRESENTED IN BID 2022 R1250 RT-P

Each Delivered Price \$50,502.78 Total Delivered Price
\$25,251.09

Time required for delivery: 120 days

Total Bid in words: Fifty thousand five hundred and Two
dollars and Seventy eight cents.

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE
 ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME
 PRICE.

Performance Plus Cycles
 NAME OF FIRM

Keith@performancepluscycles.com
 Email

Keith Wilson
 Authorized Representative
 (Typed or Printed)

901-385-8296
 Telephone Number

Keith Wilson
 Authorized Representative Signature

7-29-21
 Date

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

BMW Motorrad

Revised: April 26, 2021

Motorcycle

\$21,250.00

[illegible]

Dealer Basic Assembly / Preparation	\$450.00
Motorcycle Freight	\$495.00
Total Retail Price per Unit with Options	\$25,251.09
State Sales Tax (if applicable)	\$0.00
Total Retail Price per Unit with Options	\$25,251.09

Packet Pg. 97

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

BARTLETT PD



Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$677.54	\$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$40.54	\$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$202.89	\$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$52.69	\$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.08	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$92.08	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$322.24	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

BARTLETT PD



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
	Engine Protection					
0	Rocker Cover Protection	77 14 8 406 187	0	\$232.94		\$0.00
0	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	0	\$124.39		\$0.00
0	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	0	\$3.16		\$0.00
0	Grommet (order 5)	13 53 1 341 283	0	\$2.58		\$0.00
0	Bushing (order 5)	11 84 8 544 832	0	\$5.06		\$0.00
0	Bracket front (order 1)	11 84 8 532 937	0	\$56.01		\$0.00
0	Bracket Rear (order 1)	11 84 8 532 940	0	\$67.34		\$0.00
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58		\$0.00
0	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	0	\$1.58		\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
-----	-------------	----	------------	-------------



BARTLETT POLICE DEPARTMENT PATROL DIVISION

3730 Appling Road Bartlett, TN 38133
901-385-5539



Performance Plus,

We greatly appreciate your interest in supplying Police Pursuit Motorcycles for our department. The bid that you supplied clearly meets the specifications that were requested by our agency. However, upon further review of your Build Sheet we identified several "optional" items that were not included in the overall price. As a result, we respectfully request that you submit an amended Bid Pricing Sheet and "R 1250 RT-P Motor Pricing Form" which includes the additional items and modifications as outlined below. Your assistance in this matter is greatly appreciated. A summary of the requested additions / changes are as follows:

Emergency Warning Lights:

Remove (5) Red LED-X Light P/N # 63172361718

Add (5) White LED-X Light P/N # 63172361721

Rear Duplex Emergency Warning Lights:

Remove (1) Duplex LED-X Red/Blue P/N # 63172361730

Add (1) Duplex LED-X Blue/Blue P/N # 63172361729

Factory Special Order Options:

Add Adaptive Headlight (Includes 219) - Option Code # 134

Add Keyless Ride w/two transmitters - Option Code # 193

Add Gear Shift Assist Pro - Option Code # 222

Add Ride Modes Pro – Option Code # 224

Add Additional Led Headlights (driving lights) – Option Code # 562

Add PA Microphone – Option Code # 599

Add Enhanced Smart Phone Connectivity – Option Code #6NS

Respectfully,

A blue ink signature of Chris Golden.

Chris Golden, Chief Inspector
Bartlett Police Department

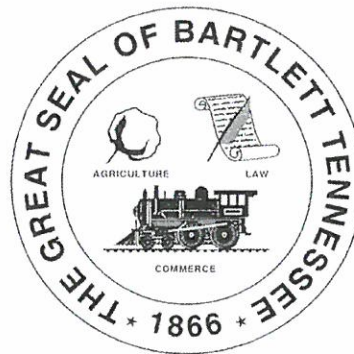
Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

original "FY2022-07-006" Police Pursuit Motorcycle"

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrative Officer
Dick Phebus, Finance Director
Jeff Cox, Chief of Police



REQUEST FOR SEALED BIDS

SB # FY2022-07-06

DUE: Wednesday, August 4, 2021, no later than 2:00 p.m. (CST)

POLICE PURSUIT MOTORCYCLE

BARTLETT POLICE DEPARTMENT

The City of Bartlett, Bartlett Police Department is seeking to purchase two (2) **2021-2022 POLICE PURSUIT MOTORCYCLES** as per the written specifications.

NOTICE TO BIDDERS

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Sealed Bids are to be received no later than **2:00 P.M. on Wednesday, August 4, 2021**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2022-07-006 "POLICE PURSUIT MOTORCYCLE"** and addressed as follows:

**MAYOR A. KEITH MCDONALD
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

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. If further information is desired, please contact Chris Golden, Chief Inspector at 901-385-5539 or email cgolden@bartlettspolice.org.

Please quote prices on attached bid sheet.

We propose to furnish the item(s) listed on attached form(s) at prices quoted and guarantee safe delivery FOB Delivery as specified.

These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Performance Plus
NAME OF FIRM

Keith @ performance plus cycles
EMAIL

5312 Pleasant View
ADDRESS Memphis TN 38134

901-385-8296
PHONE

[Signature]
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Keith Wilson
PRINT NAME

8-10-21
DATE

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for two (2) new and unused **2021-2022 POLICE PURSUIT MOTORCYCLES**, as per the written specifications. The awarded supplier will be required to deliver the vehicles to the City of Bartlett Police Department, located at 3730 Appling Road, Bartlett, TN 38133

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification checklist, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 10). **Note: An original, clearly marked, and two copies shall be included in the bid package.**
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for **180** days from bid due date.
5. The bid should state the manufacturer's warranty, along with owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter and purchase order will be issued to the successful vendor.
8. Vehicles delivered as a result of the award of this bid shall be a current year model, new and unused.
9. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
10. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

DETAILED SPECIFICATIONS

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

(Include one original and two copies with bid pricing sheet and Public Acts 109 form)**SPECIFICATIONS**

These specifications describe the mechanical and comfort level required for the Police Administration Vehicles which will be used by the City. The following bid specifications shall be for two (2) **NEW AND UNUSED 2021-2022 POLICE PURSUIT MOTORCYCLES. Specifying: 2021-2022 BMW R1250 RT-P POLICE PURSUIT MOTORCYCLES or equal**

Exceptions or deviations from the following specifications must be noted.

DESCRIPTION**COMPLIANCE ANSWER****Fuel**

Unleaded

YES NO OFFER

X		
---	--	--

Fuel Tank

6.6 Gallon Capacity

X		
---	--	--

Engine

1,254 CC Air/Water cooled 4-stroke engine

X		
---	--	--

BatteriesLinked dual 16 Ah maintenance-free batteries
with 10 separately monitored equipment circuits

X		
---	--	--

Transmission

Constant mesh 6-speed gearbox with helical gear teeth or equal

X		
---	--	--

Steering64.1 degree steering head angle with heated grips
(5-level adjustment for heat settings)

X		
---	--	--

Brakes

BMW Motorrad Integral ABS with ABS Pro Standard

X		
---	--	--

Wheels

Two Cast Aluminum Wheels, MTH2 rim profile

X		
---	--	--

Initials

KW

DESCRIPTION**COMPLIANCE ANSWER****YES NO OFFER**

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Tires

Front, (1) 120/70 ZR 17 Michelin Pilot Road 4

Rear, (1) 180/55 ZR 17 Michelin Pilot Road 4

Exterior

Color - Night Black and Alpine White III (Combination)

Central stand allowing easier maintenance
such as tire changes, cleaning, etc.Side stand holds motorcycle on grades up to 9%
without locking mechanism**Seats**

Heated single seat (5-level adjustment for heat settings)

Gauges

Accurate digital police speedometer with pace-lock display

Full-color TFT Dashboard with 10.25" display

Rider Information Display including system voltage,
ambient temperature, etc.**Siren**BMW twin speaker electronic siren with wail, yelp,
hyper-yelp, air-horn, PA. SAE J1849 and
CA Title 13 compliant. 120 dB (A) @ 3 m.**Lighting System**BMW/Code 3 LED light system
(maximum 10 LEDX light heads) with alternating
flash sequence, channel segregation for
front & rear and duplex LEDX auxiliary rear.

X

X

X

X

X

X

X

X

X

X

X

X


 Initials
DESCRIPTION**COMPLIANCE ANSWER**YES NO OFFER

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Take-Down Lights

Integrated twin Torus LED,
with selection switch for steady-burn or wig/wag
alternating flash with emergency light operation.

X _____

Alley Lights

Integrated alley light function
utilizing separate Torus LED,
selectable alternating wig-wag with
emergency light operation.

X _____

General Lighting

Four-way emergency flashers as well as
two-way rear flashers, blue ID lights.

X _____

All lights "off" switch with
dimnable dashboard information display.

X _____

Cruise lights for dimmed front and rear
emergency light steady illumination.

X _____

Wig-wag headlight function
(three selectable frequencies or off).

X _____

Accessories

Tire Pressure Monitoring

X _____

Electronic Cruise Control (controls down to 8 mph)

X _____

Weather Protection: provides rain, wind and heat protection /
keeps rider and motor clean

X _____

Electronic lock-release integrated radio box
with wiring ports, ground plate and antenna mount

X _____

KW
Initials

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Police-specific top-opening saddlebags with
glove-friendly latch and optional work bag liner

X _____

Wind tunnel optimized full fairing
provides superior air management
with no engine heat on rider.

X _____

Integrated fairing-mounted speakers for radio & radar,
pre-wired inside radio box w/ mute switch.

X _____

GMSF managed power connection bus inside radio box
for all common equipment connections.

X _____

Electrically adjustable windshield,
adjustable seat height, adjustable brake, clutch & shift lever.

X _____

Full radio interference suppression system
with optimized radio antenna and control head mount.

X _____

Gun lock release handlebar switch
and pre-wired harness for lock.

X _____

Corrosion-resistant stainless-steel front
and rear protection bar system.

X _____

Pre-wired moving radar connection
(VSS, battery+, switched power +, ground)

X _____

Pre-wired constant and switched-power circuits
for computers, printers or video systems.

X _____

End of Detailed Specifications

KW
Initials

OWNERS MANUALS

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE

Sealed Bid: FY2022-07-006

Due Date: August 4, 2021

Furnish All Manuals – DVD format preferred, however book format is acceptableSpecify ALL warranties available 3 yr 60 thousand miles

_____ALL WARRANTY INFORMATION AND OWNER'S MANUALS TO BE PROVIDED UPON
DELIVERY OF VEHICLE.ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS**DELIVERY**

Vehicle, invoice and all documents pertinent to the vehicle shall be delivered to:

*City of Bartlett – Police Department
3730 Appling Road
Bartlett, TN 38133*

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE
Sealed Bid: FY2022-07-006
Due Date: August 4, 2021

BID PRICING SHEET

(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)

(2 required) POLICE PURSUIT MOTORCYCLES

Specifying 2021-2022 BMW R1250 RT-P Police Pursuit Motorcycle or equal

SPECIFY MAKE AND MODEL PRESENTED IN BID 2022 BMW R1250 RTP

Each Delivered Price \$ 56,391.80 Total Delivered Price
\$ 28,195.90

Time required for delivery: 120 days

Total Bid in words: Fifty six thousand three hundred
ninety one dollars and eighty cents.

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE.

Performance Plus
NAME OF FIRM

Keith@performancepluscycles.com
Email

Keith Wilson
Authorized Representative
(Typed or Printed)

901-385-8296
Telephone Number

Keith Wilson
Authorized Representative Signature

8-10-21
Date

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

POLICE PURSUIT MOTORCYCLE
 Scaled Bid: FY2022-07-006
 Due Date: August 4, 2021

IRAN DIVESTMENT ACT

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.109.php) PublicActs.109.php.

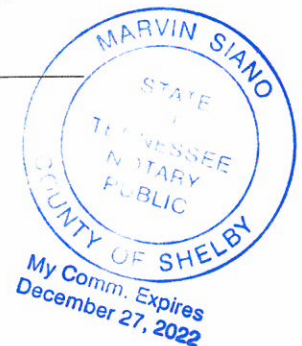
Print Name Keith Wilson
 Signed [Signature]
 Title GM

Subscribed and sworn before me this 10 day of August, 2021.

Signed [Signature] Print Name Marvin Siano

Title _____

My commission expires: 12/27, 2022.



NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above Performance Plus Motorcycle Specialists	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 5312 Pleasant View	Requester's name and address (optional)
6 City, state, and ZIP code Memphis, TN 38134	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
6	2		-	1	3	9	7	9	5	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

8/10/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BMW Motorrad

Revised: April 26, 2021

Motorcycle

\$21,250.00

[illegible]

	Dealer Basic Assembly / Preparation	\$450.00
	Motorcycle Freight	\$495.00
	Total Retail Price per Unit with Options	\$28,195.90
0.00%	State Sales Tax (if applicable)	\$0.00
	Total Retail Price per Unit with Options	\$28,195.90

Packet Pg. 113

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

BARTLETT PD

Blue ID Light Selection (1)					
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
0	Red LED-X Light	63 17 2 361 718	0	\$108.36	\$0.00
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
5	White LED-X Light	63 17 2 361 721	5	\$117.09	\$585.45
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
1	Duplex LED-X Blue / Blue	63 17 2 361 729	1	\$378.25	\$378.25
0	Duplex LED-X Red / Blue	63 17 2 361 730	0	\$362.07	\$0.00
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$677.54	\$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$40.54	\$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$202.89	\$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$52.69	\$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.08	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$92.08	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$322.24	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

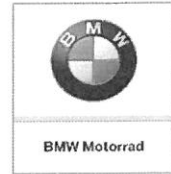
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

BARTLETT PD



Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
	Engine Protection					
0	Rocker Cover Protection	77 14 8 406 187	0	\$232.94		\$0.00
0	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	0	\$124.39		\$0.00
0	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	0	\$3.16		\$0.00
0	Grommet (order 5)	13 53 1 341 283	0	\$2.58		\$0.00
0	Bushing (order 5)	11 84 8 544 832	0	\$5.06		\$0.00
0	Bracket front (order 1)	11 84 8 532 937	0	\$56.01		\$0.00
0	Bracket Rear (order 1)	11 84 8 532 940	0	\$67.34		\$0.00
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58		\$0.00
0	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	0	\$1.58		\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

Attachment: FY2022 Performance Plus Motorcycle Bids (3013 : Police Pursuit Motorcycle Purchase)

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
-----	-------------	----	------------	-------------



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/24/21 06:00 PM

Department: Police

Category: Bid

Prepared By: Juliea Goodman

Department Head: Jeff Cox

Bid for four Dodge Durango Police Sport Vehicles.

On July 21, 2021 an ad was placed in *The Daily News*. On August 4, 2021, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Auto Nation Ford Memphis	\$156,445.52
Columbia CDJR (State Contract)	\$106,536.00

We recommend the bid be awarded to Columbia Chrysler Dodge Jeep Ram for a total of \$106,536.00.

Funds are budgeted and available in Account 124.48124.935.

Thank you for your consideration.

BID RESPONSE SHEET

5.6.a

SB FY2022-07-005 (4) POLICE SPORT UTILITY VEHICLES DUE 08/04/2021 AT 2:00 P.M.

1. POLICE SPORT UTILITY VEHICLES

COMPANY/BIDDER		UNIT	QTY	TOTAL BID	PUBLIC ACTS	NOTES
					check if yes	
Auto Nation Ford	1	\$39,111.38	4	\$156,445.52	√	160 day delivery
*Columbia Chrysler Dodge Jeep Ram	1	\$26,634.00	4	\$106,536.00	√	160 day delivery
*tentative award pending review						

Attachment: Bid Response Sheet 4 Dodge Durangos FY2022 (3014 : Police Pursuit Vehicle Purchase)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/24/21 06:00 PM

Department: Finance

Category: Proposal

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for Temporary Employment Services.

On May 12, 2021 an ad was placed in *The Daily News*. The City of Bartlett received no proposals by due date of May 25, 2021. The City of Bartlett received a proposal from Professional Staffing Company for continuation of temporary staffing on June 29, 2021 which is attached.

We recommend the services for temporary staffing services be awarded to Professional Staffing Company based on its proposal dated June 29, 2021.

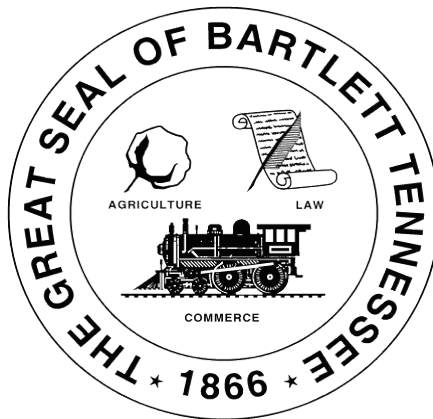
Funds are available in Object Code 125 in various departments.

Thank you for your consideration.

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director**



TEMPORARY EMPLOYMENT SERVICES (CITYWIDE)

CONTRACT FOR SERVICES

FY2021-05-038

TEMPORARY EMPLOYMENT SERVICES

Contract No.: FY-2021-05-038

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this ____ day of August 2021 by and between the CITY OF BARTLETT, a Tennessee municipal corporation, (herein the "**City**") and PROFESSIONAL STAFFING COMPANY, INC. (herein "**PSC**"), a Tennessee corporation (herein the "**Contractor**").

WITNESSETH:

WHEREAS, the City desires to contract with a provider of Temporary Employment Services (herein the "**Services**"), and

WHEREAS, the Contractor has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the Contractor desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF CONTRACT

The Contractor shall furnish the services and/or products as specified within Request for Proposal #FY2021-05-038 issued by the City, (herein the "**RFP**") and any amendments thereto. The Invitation for Proposal and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Services.

2.00 TERM OF CONTRACT

The initial contract term will begin **AUGUST 1, 2021** or immediately upon execution of the contract through June 30, 2022 with the option to renew for three (3) additional one year periods beginning July through June with the same terms and conditions. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

3.00 COMPENSATION

3.01. Amount of Compensation. The Contractor agrees to provide the services as specified in its proposal to the City at the cost specified in said proposal and amendments (if any), the proposal and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the City under Section 4.00 of this Contract ("Additional Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City department that is the beneficiary of the Services, and such department has accepted the Services. The City reserves the right to partially pay any invoice submitted by the Contractor when requested to do so by the City department that is the beneficiary of the Services. All invoices shall be directed to the Accounts Payable Department, City of Bartlett, 6400 Stage Road, Bartlett, Tennessee 38134. In the event any Services are deemed unacceptable, the City's representative shall notify the Contractor of the deficiencies in writing and the City may withhold payment until the deficiencies are corrected to the satisfaction of the City, such determination to be made in the sole and absolute discretion of the City. All invoices must clearly indicate the Invitation to Proposal number.

4.00 ADDITIONAL SERVICES

In the event the City requests that the Contractor perform additional services and/or furnish additional products not covered by this Contract, the Contractor shall perform such additional services after the City and the Contractor enter into an equitable agreement regarding the additional services and/or products.

5.00 NOTICE TO PROCEED

The Contractor shall commence to perform and/or furnish the Services called for under this Contract upon the written Notice to Proceed issued by the City.

6.00 CONFLICT OF INTEREST

The Contractor declares that neither the Mayor, nor any Aldermen, nor any other City official or employee holds a direct or indirect interest in this Contract. The Contractor pledges that it will notify the City, in writing, should any City official become either directly or indirectly interested in this Contract. The Contractor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the City, or to pay anyone else for the benefit of any official or employee of the City any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the City or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

7.00 COMPLIANCE WITH LAWS

7.01 The Contractor agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the Services and to comply with all instructions and orders issued by the City regarding the Services.

7.02 This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the Contractor hereby consents to the jurisdiction of such courts.

8.00 TERMINATION OR ABANDONMENT

It shall be cause for immediate termination of this Contract if, after its execution, the City determines that:

8.01 Either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

8.02 The Contractor has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the City's consent or approval; or

8.03 The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of Contractor's assets.

8.04 The City may terminate the Contract upon thirty (30) days written notice by the City or its authorized agent to the Contractor for failure to provide the Services specified under this Contract.

8.05 This Contract may be terminated by either party, with or without cause, by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the Contractor shall be paid for all Services rendered prior to the Termination Date, provided the Contractor shall have delivered to City such statements, accounts, reports and other materials as required under this Contract; however, Contractor shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by Contractor prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the City prior to payment for the Services rendered.

8.06 Notwithstanding the above or any section herein to the contrary, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Contractor and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

9.00 WARRANTY

The Contractor warrants that the Services shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Proposal. The Contractor warrants that all equipment and products provided shall be furnished to the City in good and working condition. If the Contractor is notified in writing by the City of any faulty Services furnished by the Contractor, the Contractor shall, at the City's option, either: (i) perform again the relevant Services to correct such fault, defect or error, at no additional cost to the City; or (ii) refund to the City the charge paid by the City which is attributable to such portions of the faulty, defective or erroneous Services, including any costs for re-provision of the relevant Services by other Contractors. The Contractor warrants that all products provided by the Contractor shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Proposal. The Contractor shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

10.00 FORCE MAJEURE

The obligations of Contractor hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

11.00 INSURANCE

11.01 General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the prosecution of the Work included in this Contract.

In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at its own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for sixty (60) days

written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation or material change in the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

11.02 Workers' Compensation - Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. All State Endorsement Is Required Or a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

11.03 Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

11.04 Contractor's General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; XCU (Explosion, Collapse, and underground).

11.05 *Employee Dishonesty Coverage* –Coverage for Agency provider and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

12.00 CLAIMS, LIABILITY AND INDEMNITY

12.01 The Contractor shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or Property resulting from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants, and/or employees in connection with the prosecution and completion of the Services covered by this Contract. The Contractor agrees that it will indemnify and hold the City

and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the City arising from the negligent or willful acts, errors, or omissions of the Contractor, its agents, servants and/or employees in the performance of this Contract, and the Contractor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

12.02 Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

12.03 The City has no obligation to provide legal counsel or defense to the Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor as a result of or relating to obligations under this Contract.

12.04 Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

12.05 Contractor shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Contractor or its sub-Contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.

13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the City is successful therein, the City shall be entitled to recover from the Contractor reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the City may be entitled.

14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Services under this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

TEMPORARY EMPLOYMENT SERVICES**Contract No.: FY-2021-05-038**

14.02. Posting and Advertising. The Contractor agrees to post in conspicuous spaces available to employees and applicants for employment, a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Contractor shall incorporate the foregoing requirements of this Paragraph in all subcontracts, if any, for services or products covered by this Contract.

15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

The Contractor shall not transfer, assign or sublet all or part of the rights, responsibilities, or interest of either party to this Contract without prior written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of the Services under this Contract.

16.00 FAMILIARITY WITH THE SERVICES

The Contractor, by executing this Contract, acknowledges full understanding of the extent and character of the Services required and the conditions surrounding the provision thereof. The City will not be responsible for any alleged misunderstanding of the Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

17.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

18.00 PERMITS, LICENSES AND CERTIFICATES

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Services under this Contract.

19.00 CONTRACTING AUTHORITY

The persons executing this Contract on behalf of the City and the Contractor hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

20.00 GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the Contractor hereby consents to the jurisdiction of such courts.

21.00 SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22.00 NO CONSENT TO BREACH

No consent or waiver, expressed or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

23.00 OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

24.00 OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

25.00 SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

26. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the City of Bartlett. In the event sufficient funds for this Contract are not appropriated by the City for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

27.00 NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

- (i) To: City of Bartlett
6400 Stage Road
Bartlett, TN 38134
Phone: (901)385-6400
- (ii) To: Professional Staffing Company, Inc.
3731 S. Mendenhall Road
Memphis, TN 38115
Phone: (901) 794-6144

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

TEMPORARY EMPLOYMENT SERVICES**Contract No.: FY-2021-05-038**

Any party to this Contract may change such party's address, phone and/or facsimile number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TN 38134

PROFESSIONAL STAFFING CO., INC.
3731 S. MENDENHALL ROAD
MEMPHIS, TN 38115

By: A. Keith McDonald

By: Signature

Mayor, City of Bartlett
Title:

Title:

ATTEST (Professional Staffing Company, Inc.)

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 20__

Notary Public My Commission Expires: __

Attachment: FY2021-05-038 TEMPORARY EMPLOYMENT SERVICES contract PSC (3008 : Temporary Employment Services)

TEMPORARY EMPLOYMENT SERVICES

Contract No.: FY-2021-05-038

EXHIBIT “A”
REQUEST FOR PROPOSAL
FY2021-05-038

Attachment: FY2021-05-038 TEMPORARY EMPLOYMENT SERVICES contract PSC (3008 : Temporary Employment Services)

TEMPORARY EMPLOYMENT SERVICES

Contract No.: FY-2021-05-038

EXHIBIT "B"
CONTRACTOR LETTER
DATED JUNE 29, 2021

Attachment: FY2021-05-038 TEMPORARY EMPLOYMENT SERVICES contract PSC (3008 : Temporary Employment Services)

TEMPORARY EMPLOYMENT SERVICES

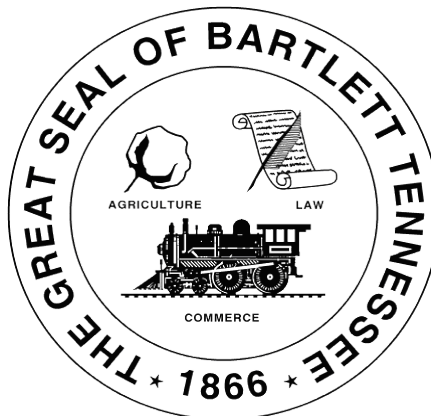
Sealed Bid: FY2021-05-038

DUE: May 25, 2021

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Mike Adams, Director of Public Works**



REQUEST FOR PROPOSAL

RFP #FY2021-05-038

DUE: Tuesday, May 25, 2021, no later than 4:00 p.m. (CST)

TEMPORARY EMPLOYMENT SERVICES (CITYWIDE)

The City of Bartlett is seeking proposals from qualified employment agencies to provide seasonal and/or temporary employees as per the detailed requirements.

Attachment: RFP FY2021-05-038 TEMPORARY EMPLOYMENT SERVICES bid (3008 : Temporary Employment Services)

TABLE OF CONTENTS

I.	INTRODUCTION
II.	MINIMUM PROPOSER REQUIREMENTS
III.	CORRESPONDENCE
IV.	PROPOSAL SCHEDULE
V.	PROPOSAL CONDITIONS
VI.	GENERAL REQUIREMENTS AND INFORMATION
VII.	SCOPE OF WORK
VIII.	CONTRACT REQUIREMENTS
IX.	PROPOSAL SUBMISSION
X.	PROPOSAL EVALUATION AND AWARD

APPENDICIES

A.	DETAILED SPECIFICATION COMPLIANCE SHEETS
B.	REFERENCE SHEET
C.	DRUG AFFIDAVIT
D.	CONTRACT MONITORING AND TITLE VI FORM
E.	PUBLIC ACTS 109 FORM

I. INTRODUCTION

The City of Bartlett (“City”) is seeking proposals from qualified employment agencies for the purpose of providing **Temporary Employment Services** as described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite professional and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate(s) will be selected and invited to enter into a contractual relationship with City of Bartlett for the Services outlined in this RFP. In this RFP, the terms Proposer and Agency are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have at least three (3) years previous experience (minimum) of providing Temporary Employment Services of similar requirements.
2. Have sufficient, competent and skilled staff to perform the Services as required.
3. Have business or municipal references for installations similar to the size and scope of this RFP.
4. Be an equal employment opportunity employer and abide by Title VI guidelines.
5. Provide proof of the minimum insurance requirements (MANDATORY, please review closely).
6. Sign and enclose the Public Acts 109 Form. (Exhibit C)
7. Include a current, signed W-9 form

III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Dick Phebus, Finance Director, **in writing** at dphebus@cityofbartlett.org or City of Bartlett, 6400 Stage Road, Bartlett, TN 38134.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Thursday, May 20, 2021 by noon. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

IV. PROPOSAL SCHEDULE

All proposals must be received at the address listed above no later than May 25, 2021 **@ 4:00 p.m. (CST).** Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt; proposals received after this deadline will not be accepted.

The City may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

V. PROPOSAL CONDITIONS

A. Contingencies - This RFP does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify all Proposers, in writing, if the all proposals are rejected.

B. Modifications - The City reserves the right to issue addenda or amendments to this proposal.

C. Proposal Submission - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs - This RFP does not commit the City to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority – The final authority to award a contract rests solely with the City of Bartlett and the approval by the Mayor and Board of Aldermen.

VI. GENERAL REQUIREMENTS

A. Background – The City of Bartlett has multiple locations throughout the City for grounds maintenance, yard waste, and household solid waste collection that require seasonal, part-time employees.

B. Project Time Frame - The initial two-year contract term will begin immediately upon execution of the contract through June 30, 2023 with the option to renew for three (3) additional one year periods beginning July through June with the same terms and conditions. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

C. Reservation of Rights -The City reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

D. Selection Criteria - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

The City of Bartlett is seeking to establish a service agreement with the best qualified temporary employment agency(s) that can provide and perform the Services as described in this RFP. The selected Contractor(s) shall be expected to promptly provide the City with temporary employees to perform general labor that are available on short notice and have been thoroughly screened.

A. General Requirements

The Agency will have to meet all of the following general requirements of the contract:

1. Use of Premises - The Agency(s) shall coordinate the work with the hiring department director or supervisor.
2. All proposers must clearly identify any and all deviations from these specifications; however, proposals must meet or exceed specifications.
3. The City reserves the right to reject any and all bids. Failure to respond to the compliance sheets may cause the bid to be rejected.

B. Specific Requirements

The Agency will have to meet all of the following specific requirements of the contract. The Proposer must submit the following detailed specification compliance sheets in the response, **an original and four (4) copies. (Appendix A)**

VIII. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Agency will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Agency's Personnel. The Agency certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Agency and the City. The Agency further certifies that all of its employees assigned to serve the City shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Agency who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Agency, or any of the Agency's employees or agents, are the agents, representatives, or employees of the City. The Agency will be an independent administrator over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the Agency as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Agency is solely for purposes of compliance with local, state and federal regulations and means that the Agency will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Agency that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City; that the Agency has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Agency for services performed shall be on the Agency's letterhead.
4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Agency or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b) The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Agency for Agency's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Agency shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Agency shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Agency prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Agency from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Agency's obligations to its transferors or sub-Agency's. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Agency covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Agency also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

performance of its services. The Agency warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, or employee to the Agency in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Agency warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Agency, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Agency any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment Of City Workers. The Agency will not engage, on a full or part-time, or other basis during the period of the Contract, any City employee.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Agency and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws. (a) If required, the Agency shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. (b) The Agency is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Agency agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Bartlett, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Bartlett, Tennessee.
11. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Agency on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

constitutional, or statutory law. The Agency shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Agency shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.

19. Incorporation Of Other Documents. (a) Agency shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
 20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Agency, Agency understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by Agency due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
 21. Organization Status And Authority. (a) Agency represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. (b) The execution, delivery and performance of this Contract by the Agency has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Agency, any provision of any indenture, agreement or other instrument to which the Agency is a party, or by which the Agency's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
 22. Warranty. Agency warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
 23. Rights in Data. The City of Bartlett shall become the owner, and the Agency shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Agency under this Contract, regardless of whether they are proprietary to the Agency or to any third parties.
- B. Indemnification and Insurance Requirements.**

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

1. General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the prosecution of the Work included in this Contract.

2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for sixty (60) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation or material change in the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

3. Workers' Compensation - Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

4. Business Automobile Liability Insurance - \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.
5. Contractor's General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; XCU (Explosion, Collapse, and underground)
6. *Employee Dishonesty Coverage* –Coverage for Agency provider and its employees for dishonest acts against the
7. City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Agency agrees to permit duly authorized agents and employees of the City, to enter Agency's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Agency will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION**A. General**

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on May 25, 2021, at City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134.**
5. Proposer agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. **One (1) original** copy (clearly identified as original) and **four (4) copies** of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **"TEMPORARY EMPLOYMENT SERVICES, RFP #FY2021-05-038" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of Proposers in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Agency's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements
 - b. A detailed description of the approach for accomplishing the services. The proposal must include a back-up plan in case of malfunction.
 - c. Proposer Detailed Specifications Compliance sheets must be submitted with the original and all copies of the proposal. Appendix A
2. Cost and Fees -
 - a. Include a cost sheet for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-Contractor working in conjunction with your organization on the project).
Note: Must include hourly pay rate, bill rate, overtime charges and any other fees associated with this contract. (Include Pricing on Appendix A)
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
3. References - (three required) **Appendix B** must be submitted with the proposal.
4. Drug and Alcohol Testing Acknowledgment Statement and Affidavit – **Appendix C** must be submitted with the proposal.
5. Title VI Forms – **Appendix D** – must be submitted with the proposal.
6. Public Acts 109 Form – **Appendix E** – must be submitted with the proposal.

IX. PROPOSAL EVALUATION AND AWARD

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
 - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

- Previous experience with similar or larger size projects.
2. During the selection process, significant weight is given to the level of satisfaction expressed by the provided references and based on the City's own inquiries regarding the proposer's perceived industry reputation.
 3. An oral presentation may be requested for the evaluation and selection.
 4. Final selection will be based on determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFP and the set price.

B. Award of Contract

The selection and award will be based upon qualification criteria as deemed by the City, determined by the overall evaluation and approval by the Mayor and Board of Alderman.

A contract will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

End of Proposal Requirements

APPENDIX A COMPLIANCE REQUIREMENTS

Vendor is to mark each section below by marking comply or giving a brief explanation of the exception taken.

(Proposal Package to include original and four (4) copies)

1. Agency can provide general laborers for landscape services such as mulching, trimming, weed eating, blowing and other required yard maintenance. (no mowing)

NOTE: Employee must be able to perform physical labor outside in extreme temperatures.

Employee Hourly Pay: \$_____ Base Bill Rate: _____% Overtime Bill Rate: _____%

2. Agency can provide laborers for solid waste/trash pick-up, including the physical ability to stand on the back of a refuse/sanitation truck. (Only 2 – 6 employees will be needed for this function.) **NOTE: Verify Workers' Compensation Coverage.**

Comply:____Exception: _____

Employee Hourly Pay: \$_____ Base Bill Rate: _____% Overtime Bill Rate: _____%

3. All temporary personnel assigned to the City will be required to follow the rules and regulations of City regular paid employees, including dress code. Temporary employee must be neat in appearance, shirts with sleeves, pants belted and worn at the waist at all times (no undergarments visible). **Note: No clothing with symbols, designs, logos or slogans that are vulgar, offensive or otherwise inappropriate will be acceptable. City has the right to refuse any employee inappropriately dressed.**

Comply:____Exception: _____

4. Agency employees may be required to wear safety shoes; the requesting department will notify the Agency that this is a requirement of the job. The temporary employee will be responsible for supplying his/her own safety shoes. **NOTE: Requesting department will provide ear and eye protection.**

Comply:____Exception: _____

5. The City is a “drug free workplace”; all temporary personnel assigned to the City will have been appropriately screened. A written notice attesting to negative test results will be forwarded to the Human Resources Department via fax (901-385-5514) before the end of the first day of work.

Comply:____Exception: _____

6. Agency will comply with EEO requirements. (Provide statement with bid submittal.)

Comply:____Exception: _____

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

7. Agency will comply with all State and Federal laws pertaining to hiring all employees. The agency will also be responsible for the completion and verification of an I-9 form for all employees and maintain such records on file to be inspected on an “as needed” basis.

Comply:____Exception: _____

8. Agency will comply with Title VI requirements. (Provide statement with bid submittal.)

Comply:____Exception: _____

9. Agency will be responsible for verifying all professional requirements, certificates or endorsements required by the City prior to placement of temporary employee. These items will be submitted to the Human Resources Department upon supplying such a temporary employee.

Comply:____Exception: _____

10. Agency shall provide a time card for the temporary personnel to bring with them to the City requested position. The temporary employee will fill out the time card and a Supervisor for City will sign the time card.

Comply:____Exception: _____

11. Agency will provide upon request, to the Human Resources Department, a usage report including each personnel category, total number of days filled and costs charged to the City.

Comply:____Exception: _____

12. Agency employees assigned to the City shall be considered an employee of the Agency. The Agency shall be responsible for all payroll, payroll taxes etc. for the employee.

Comply:____Exception: _____

13. The City reserves the right to refuse any personnel sent by the Agency and request alternate personnel. **NOTE: The refused employee will not be eligible to work for any other division of the City.**

Comply:____Exception: _____

14. The City reserves the right to cut the work hours of any personnel sent by the Agency due to lack of work, such as inclement weather and pay only for those hours actually worked by the employee.

Comply:____Exception: _____

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

15. The agency will conduct a criminal background check for all positions, and for positions that require contact with anyone under the age of 18 a national sex offender registry background check must also be completed. A written notice attesting that a criminal and/or sex offender national registry background check was obtained and a copy of the findings sent to the Human Resources Department via fax (901-385-5514) before the end of the first day of work.

Comply:____Exception: _____

16. The City will not pay Agency for any time missed due to City holiday closings:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Any other holiday/closing as approved by the Mayor and Board of Aldermen	

Comply:____Exception: _____

17. The City, at its discretion, may hire temporary employees for the position they are working or other position deemed appropriate by the City. The City agrees that it will not hire the temporary employee until they have been in placement with the City for ninety (90) consecutive calendar days, without penalty.

Comply:____Exception: _____

18. The City, at its discretion, may directly hire temporary employees to fill any vacancy without using the contracted Temporary Agency through the City's normal posting process.

Comply:____Exception: _____

19. If the temporary employee works thirty (30) or more hours in a week, the agency must provide health insurance to the temporary employee in accordance with Patient Protection and Affordable Care Act (PPACA) guidelines.

Comply:____Exception: _____

Authorized Signature _____ **Date:** _____

End of Compliance Requirements (Must be included in response.)

TEMPORARY EMPLOYMENT SERVICES
Sealed Bid: FY2021-05-038
DUE: May 25, 2021

APPENDIX B

REFERENCES

List references for three similar-sized and type of TEMPORARY EMPLOYMENT SERVICES installed in the last two years.

1. Reference Name: _____

Contact Name: _____ email _____

Address: _____

Telephone: _____

2. Reference Name: _____

Contact Name: _____ email _____

Address: _____

Telephone: _____

3. Reference Name: _____

Contact Name: _____ email _____

Address: _____

Telephone: _____

Note: Qualifications & References sheet must be returned with the proposal.

TEMPORARY EMPLOYMENT SERVICES
 Sealed Bid: FY2021-05-038
 DUE: May 25, 2021

APPENDIX C

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, _____ for and on
 (Printed name of Principal Officer of Company)

behalf of _____,
 (The "Company") and makes oath that:

- (A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett*; and
- (B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

 Signature

 Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 2016.

 Notary Public

My Commission Expires: _____

*The City of Bartlett Drug Testing Policy can be found on the City's website.

Attachment: RFP FY2021-05-038 TEMPORARY EMPLOYMENT SERVICES bid (3008 : Temporary Employment Services)

APPENDIX D

Contract Monitoring and Title VI

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All

contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

TEMPORARY EMPLOYMENT SERVICES

Sealed Bid: FY2021-05-038

DUE: May 25, 2021

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.

7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to **be submitted on Company (selected bidder's) Letterhead:**

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground 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.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:

Ted Archdeacon, Director of Personnel,
City of Bartlett; 901-385-6430

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

APPENDIX E

PUBLIC ACTS 109

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.109.php) PublicActs.109.php.

Print Name_____

Signed _____

Title _____

Subscribed and sworn before me this ____ day of _____, 20_____.

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.

PSC Staffing
Temporary Workforce

Declaration of Service Qualifications
for

City of Bartlett



Presented by **PSC Staffing**
Your Competitive Edge

Experienced * Dependable * Guaranteed

3731 S. Mendenhall Memphis, TN 38115 901-794-6144	1517 W.N. Carrier Grand Prairie TX 75050 241-518-6484	301 South Broadway Greenville, MS 38701 601-332-8458	3741 S. Mendenhall Memphis, TN38115 901-794-0102
---	--	--	--

Let us work for *YOU!*

Temporary Workforce

3731 S. Mendenhall Road
 Memphis, TN 38115
 (901)794-6144
 (901) 794-4421 (fax)

June 29, 2021
City of Bartlett
6400 Stage Rd.
Memphis, TN 38134

Dear Bill,

Thank you for allowing **PSC STAFFING** to submit a proposal concerning your temporary staffing needs. I would like to give you an in depth look into our screening and hiring procedures at **PSC STAFFING** and show you how we can help and partner to fulfill your temporary needs.

I. SCREENING:

- 1.) Must have 1 years prior work experience to be considered for employment except for entry level labor.
- 2.) High school diploma or equivalent required for most positions. Entry level labor is excluded.
- 3.) Associates or Bachelor's degree preferred for higher level
- 4.) Four years of administration and accounting experience.
- 5.) Reference checks are done on all employment for the past year.
- 6.) Criminal background checks are done on all potential employees. Usually goes back 7 years.
- 7.) Drug screens are conducted on all potential employees before being considered for employment.
- 8.) There is no fee charged to **City of Bartlett**.
for the drug tests, physicals, and background checks.

II. TESTING / ORIENTATION:

- 1.) 40 question RELIABILITY TEST. (Gen.) Applicants who score high on this test are more likely to be reliable, require little follow-up, have good attendance records, be punctual and organized, produce quality work and perform well overall in their jobs.
- 2.) Safety orientation conducted with each employee before he or she reports to job.
- 3.) All Candidates considered for **City of Bartlett** Must have grounds keeping and landscaping

experience. (Mulching, Trimming, Weed eating etc.)

4.) PSC can also site certify forklift drivers at the facility.

III. SERVICE:

PSC will provide **City of Bartlett**.

1.) with weekly, monthly, and quarterly reports and reviews as requested.

A PSC Staffing representative will contact someone from **City of Bartlett**.

2.) on a daily basis via phone or email to check on status of employees and answer any questions or concerns related to PSC Staffing employees.

3.) Employees are eligible for transfer to your payroll after 90 days. There is no conversion fee after the 90-day period.

4.) Payroll checks delivered on-site to your location on payday if employee opts out of direct deposit.

IV. RETENTION:

1.) 6 PAID HOLIDAYS for all eligible employees with at least 2000 hours of service.

2.) Anniversary bonus pay after one-year service. (2000 hours)

As you can see we take a proactive approach with hiring process, but we also are reactive to the needs of our customers and our employees.

VI. BILLING:

PSC Staffing is prepared to offer a multiplier of 38% mark-up for the temporary staffing needs for **City of Bartlett**.

1.) Below is a table displaying pay rates and bills rates.

Other Departments		
Regular Pay rate/ OT	Multiplier	Bill Rate/OT Rate
\$13.0 Regular	38%	\$17.94 Regular
\$19.50 Overtime	38%	\$26.91 Overtime
Solid Waste Payrates	Multiplier	Bill Rate/OT Rate
\$13.0 Regular	38%	\$17.94 Regular
\$19.50 Overtime	38%	\$26.91 Overtime

PSC requires all invoices to be paid within 30 days of submission; any invoices over 30days old will accrue a 2% interest penalty per invoice.

Thanks again for your interest in **PSC Staffing**; we look forward to partnering with **City of Bartlett**. in the near future.

Genuinely,
Jose Pastran



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3015)

Meeting: 08/24/21 06:00 PM
Department: Administration
Category: Presentation
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 3015

Resolution 25-21, a resolution to fix the time of the City of Bartlett's Municipal Court to Wednesdays at 8 a.m.

WHEREAS, Article VIII, Section 6 of the Charter of the City of Bartlett, Tennessee states, the Board of Mayor and Aldermen, "shall require the proper maintenance of the docket of the city court and other records of the court, fix the time for holding court, and provide such other rules and regulations for the proper functioning of the court as are deemed necessary" and

WHEREAS, the Municipal Court hours were previously set for Wednesdays at 7 a.m. and

WHEREAS, Municipal Court procedures have made it possible for more convenient to citizens and staff to appear at 8 a.m.,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that the City of Bartlett's Municipal Court's time for holding court is fixed to Wednesdays at 8 a.m.

Adopted this day of August 24, 2021.

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 # 3007)

Meeting: 08/24/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3007

Resolution 26-21, a resolution to accept a Small Business Administration Shuttered Venue Operations Grant in the amount of \$115,920.47 and adjust the line item operating expenditures in the Bartlett Performing Arts Conference Center program.

WHEREAS, the City of Bartlett did apply for a Small Business Administration Shuttered Venue Operations Grant as part of the federal government's COVID-19 Economic Injury Disaster Loan program; and

WHEREAS, the U.S. Small Business Administration notified the city of Bartlett on July 19, 2021 that a grant in the amount of \$115,920.47 had been awarded pursuant to this application; and

WHEREAS, it is now necessary to accept this grant award and recognize the appropriate line item accounts in the FY2022 General Fund BPACC budget pursuant to the SBA Approved Budget;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the FY2021-2022 General Fund operating budget be adjusted to accept \$115,920.47 in grant revenues and adjust and recognize BPACC expenditures for the 2021 SBA Grant Award as follows:

Account #	Expenditure Recognition	Grant Revenues
110.30000.34847		\$115,920.47
110.45400.111	\$51,816.50	
110.45400.121	\$51,385.00	
110.45400.141	\$8,500.00	
110.45400.148	\$4,218.96	

Adopted this day of August 24, 2021

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

PURPOSE: This form is used to notify grant recipients of award reporting and record keeping requirements. Grantees are required to review and sign the form and return to SBA at the address: SBDC- SBA/OSBDC, 409 Third Street, SW 6th Floor, Washington, DC 20416 All other SBA/OGM, 409 Third Street, 5th Floor, Washington, DC 20416

OMB Approval No.: 3245-0140
Expiration Date 5/31/2015



U.S. Small Business Administration

NOTICE OF AWARD

1. AUTHORIZATION <i>(Legislation/Regulation)</i> Section 324 of division N of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260)		2. Grant/Cooperative Agreement No.: SBAHQ21SV006569																																																																							
3. RECIPIENT: <i>(Name, Organizational Unit, Address)</i> CITY OF BARTLETT 626011034 125012901-6400 6400 STAGE ROAD BARTLETT TN 38134 United States		4. PROJECT PERIOD <i>(Mo./Day/Yr.)</i> From 07/19/2021 Through 12/31/2021 5. BUDGET PERIOD <i>(Mo./Day/Yr.)</i> From 07/19/2021 Through 07/18/2022																																																																							
8. TITLE OF PROJECT/PROGRAM <i>(limit to 53 spaces)</i> Shuttered Venue Operators Grant		6. FEDERAL CATALOG NO. 59.075 7. ADMINISTRATIVE CODES																																																																							
10. DIRECTOR OF PROJECT <i>(Program or Center Director, Coordinator or Principal Investigator)</i> NAME CITY of BARTI CITY OF BARTLI Last First Initial ADDRESS: 6400 STAGE ROAD BARTLETT TN 38134 United States		9. AWARD AMOUNT Amount of SBA Financial Assistance \$115,920.47 11. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project)</i> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COST</th> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COST</th> </tr> </thead> <tbody> <tr> <td>a. N/A</td> <td>N/A</td> <td>b. N/A</td> <td>N/A</td> </tr> </tbody> </table>		BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST	a. N/A	N/A	b. N/A	N/A																																																														
BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST																																																																						
a. N/A	N/A	b. N/A	N/A																																																																						
12. Approved Budget <i>(Excludes SBA Direct Assistance)</i> ☒ SBA Funds Only ☐ Total project costs including all other financial participation.		13. REMARKS <i>(Other Terms & Conditions Attached)</i> ☒ Yes ☐ No																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Federal Share</th> <th>Non-Federal Share</th> <th>Non-Federal In-Kind</th> <th>Non-Federal Program Inc.</th> </tr> </thead> <tbody> <tr> <td>a. Personal Service.....</td> <td>\$103,201.50</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b. Fringe Benefits.....</td> <td>\$12,718.96</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c. Consultants.....</td> <td>N/A</td> <td></td> <td></td> <td></td> </tr> <tr> <td>d. Travel.....</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>e. Equipment.....</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>f. Supplies.....</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>g. Contractual.....</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>h. Other.....</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>i. TOTAL DIRECT COSTS.....</td> <td>\$115,920.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>j. Indirect cost.....</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>(Rate).</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>k. OTHER APPL. COSTS.....</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>l. TOTAL APPROVED BUDGET</td> <td>\$115,920.47</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Federal Share	Non-Federal Share	Non-Federal In-Kind	Non-Federal Program Inc.	a. Personal Service.....	\$103,201.50				b. Fringe Benefits.....	\$12,718.96				c. Consultants.....	N/A				d. Travel.....	\$0.00				e. Equipment.....	\$0.00				f. Supplies.....	\$0.00				g. Contractual.....	\$0.00				h. Other.....	\$0.00				i. TOTAL DIRECT COSTS.....	\$115,920.00				j. Indirect cost.....					(Rate).	N/A	N/A	N/A	N/A	k. OTHER APPL. COSTS.....	N/A	N/A	N/A	N/A	l. TOTAL APPROVED BUDGET	\$115,920.47				14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS: ☒ 2 CFR Chapter 1, Chapter II, Part 200, et al, uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ☒ Part 180 - OMB Guidelines to Agencies on government debarment and suspension (Non Procurement)	
	Federal Share	Non-Federal Share	Non-Federal In-Kind	Non-Federal Program Inc.																																																																					
a. Personal Service.....	\$103,201.50																																																																								
b. Fringe Benefits.....	\$12,718.96																																																																								
c. Consultants.....	N/A																																																																								
d. Travel.....	\$0.00																																																																								
e. Equipment.....	\$0.00																																																																								
f. Supplies.....	\$0.00																																																																								
g. Contractual.....	\$0.00																																																																								
h. Other.....	\$0.00																																																																								
i. TOTAL DIRECT COSTS.....	\$115,920.00																																																																								
j. Indirect cost.....																																																																									
(Rate).	N/A	N/A	N/A	N/A																																																																					
k. OTHER APPL. COSTS.....	N/A	N/A	N/A	N/A																																																																					
l. TOTAL APPROVED BUDGET	\$115,920.47																																																																								
*Must meet all matching or cost participation requirements subject to adjustment in accordance with SBA policy																																																																									
15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE																																																																									
16. CRS - EIN 626011034-DA-000018152		17. COUNTY NAME																																																																							
18. CONGRESSIONAL DISTRICT NO.		19a. CITY CODE BARTLETT b. COUNTY CODE																																																																							
20a. X0700DB90050060500 b. 1		c. STATE CODE TN d. PROGRAM CODE SVOG																																																																							
BUDGET CODE DOCUMENT NO. AMT. ACTION FIN. ASST. TYPE OF ORGANIZATION		21. AGENCY OFFICIAL (Signature, Name and Title) <i>Dick Pheas Finance Dir.</i>																																																																							
22. DATE ISSUED (Mo./Day/Yr.) 07/19/2021		23. RECIPIENT OFFICIAL (Signature, Name and Title) <i>Michael Bollinger</i>																																																																							
24. DATE (Mo./Day/Yr.) 7/23/2021		SBA FORM 1222 (4-12) Previous editions obsolete																																																																							

Attachment: SBA SHUTTERED VENUES OPERATING GRANT (3007 : Res. 26-21 BPACC SVOG Grant)

FORM-1222 ADDENDUM

Field 13. Other Terms & Conditions Attached

You are required to initial and sign Program Assurances prior to your initial disbursement.

You are required to view the Post-Award Information Session prior to your initial disbursement.

You must submit Form SF-425 with supporting documents prior to each additional disbursement.

You are required to file a final report within 15 days of expending all grant funds.

You are not eligible for a Restaurant Revitalization Fund grant.

You are required to adjust the budget to align with the award in the Notification of Award

Additional Program Assurances - Please initial each item below and sign at the bottom.

As the applicant or duly authorized agent of the applicant, I certify that the organization:

- MB 1. Is fully operational or intends to resume operations.
- MB 2. Fully meets the eligibility criteria of the grant program.
- MB 3. Does not present live performances of a prurient sexual nature or derive revenue from sales of products or services, or the presentation of any depictions or displays, of a prurient sexual nature.
- MB 4. Accurately listed the number of employees, including full-time or part-time status.
- MB 5. Will not use funds for real estate purchases; to prepay mortgage loans; to pay interest or principal on loans received after February 29, 2020; to invest or re-lend funds; to contribute to or expend funds to or on behalf of any political party, party committee, or candidate for elected office; to purchase alcohol or pay for loans for alcohol; or to purchase or pay loans for items of prurient sexual nature.
- MB 6. Will provide a complete Final Report, including programmatic questions, by the date specified in the Grant Award Notice.
- MB 7. Will retain records regarding employment for a period of 4 years following the receipt of the grant and other records for a period of 3 years following receipt of the grant.
- MB 8. Will cooperate with audit activities conducted by SBA, SBA Office of Inspector General, and the Government Accountability Office.
- MB 9. Will repay any funds found to be misspent pursuant to the allowable uses of program funds.
- MB 10. Will not abrogate existing collective bargaining agreements for the term of the grant and 2 years after expending grant funds; and will remain neutral in any union organizing effort for the term of the grant.

Signature: Michael D. Hollinger

Date: 7/23/2021



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3009)

Meeting: 08/24/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3009

Resolution 27-21, an initial resolution authorizing the issuance of not to exceed three million seven hundred fifty thousand dollars (\$3,750,000) general obligation public improvement bonds of the City of Bartlett, Tennessee.

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of Bartlett, Tennessee (the "Municipality" or "City") that for the purpose of financing, in whole or in part, the (i) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for funds previously expended for any of the foregoing and (v) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$3,750,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Clerk of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$3,750,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Clerk of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Penny Medlock, City Clerk

Adopted and approved this 24th day of August, 2021.

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

A. Keith McDonald, Mayor

ATTEST:

Penny Medlock, City Clerk

The Board of Mayor and Aldermen of the City of Bartlett, Tennessee, met in regular session on August 24, 2021, at 6:00 p.m. at the City Hall, Bartlett, Tennessee, with the Honorable A. Keith McDonald, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Penny Medlock, City Clerk; Dick Phebus, Director of Finance; and Mark Brown, Chief Administrative Officer.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

STATE OF TENNESSEE)
COUNTY OF SHELBY)

I, Penny Medlock, certify that I am the duly qualified and acting City Clerk of the City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on August 24, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$3,750,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 24th day of August, 2021.

City Clerk

(SEAL)
31222207.1

Attachment: Bartlett 2021 GO Initial Resolution Adoption Cert (3009 : Res. 27-21, Initial Bond Resolution)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3010)

Meeting: 08/24/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3010

Resolution 28-21, a resolution authorizing the issuance of general obligation public improvement and refunding bonds of the City of Bartlett, Tennessee in the aggregate principal amount of approximately \$5,850,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Bartlett, Tennessee (the "Municipality" or "City"), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to finance public works projects and to refund outstanding indebtedness; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to issue general obligation public improvement bonds, in one or more series, for the purpose of financing the (i) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$3,750,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the Municipality has previously issued and has outstanding its Water and Sewer Revenue and Tax Bonds, Series 2007, dated September 12, 2007; Water and Sewer Revenue and Tax Bonds, Series 2009, dated September 9, 2009; and General Obligation Refunding and Improvement Bonds, Series 2010, dated August 26, 2010 (collectively, the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the Municipality; and

WHEREAS, the Board of Mayor and Aldermen hereby determines that it is advisable to issue general obligation refunding bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon, a copy of which has been made available to the members of the Board of Mayor and Aldermen and is attached as an exhibit hereto; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing approximately \$5,850,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the approximately \$5,850,000 General Obligation Public Improvement and Refunding Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Depository" means any securities depository that is a clearing agency under

federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) “Governing Body” means the Board of Mayor and Aldermen of the Municipality.

(h) “Mayor” shall mean the Mayor of the Municipality.

(i) “Municipal Advisor” for the Bonds authorized herein means PFM Financial Advisors LLC, Memphis, Tennessee.

(j) “Projects” means the (i) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.

(k) **“Refunding Escrow Agent”** means the refunding escrow agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(l) **“Refunding Escrow Agreement”** means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit D, subject to such changes thereto as shall be permitted by the terms of this resolution.

(m) **“Refunded Indebtedness”** means the maturities or portions of the maturities of the Outstanding Indebtedness designated for refunding by the Mayor pursuant to the terms hereof.

(n) **“Registration Agent”** means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A. Such estimates are preliminary, and final amounts are to be determined at the time of sale of the Bonds.

(c) Attached hereto as Exhibit B is an engagement letter (the “Bond Counsel Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for its services in connection with the issuance of the Bonds. The Bond Counsel Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the Mayor to accept the Bond Counsel Engagement Letter, and

all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(d) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

(e) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit C.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance, in whole or in part, the cost of the Projects and costs incident thereto, (ii) reimburse the appropriate fund of the Municipality for prior expenditures for the foregoing costs, (iii) refund the Refunded Indebtedness and (iv) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of approximately \$5,850,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Public Improvement and Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2021. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on December 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2021 through 2041, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on December 1, 2031 and thereafter, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by

first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the

Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds.

Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC

(or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. Bonds allocable to the refinancing of projects for the Municipality's water and sewer system (the "System") shall be additionally payable from, but not secured by, revenues derived from operation of the System.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SHELBY
CITY OF BARTLETT

GENERAL OBLIGATION PUBLIC IMPROVEMENT AND REFUNDING BOND, SERIES 2021

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Bartlett, Tennessee (the "Municipality" or "City") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1, 2021], and semi-annually thereafter on the first day of [June and December] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for

all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on December 1, 2031 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective

redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
-----------------------	------------------------	---

***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner

of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to (i) finance the cost of the (a) design, construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (b) acquisition of all property, real or personal, appurtenant to the foregoing; and (c) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (ii) reimburse the Municipality for funds previously expended for any of the foregoing; (iii) refund all or a portion of the Municipality's outstanding Water and Sewer Revenue and Tax Bonds, Series 2007, dated September 12, 2007; Water and Sewer Revenue and Tax Bonds, Series 2009, dated September 9, 2009; and General Obligation Refunding and Improvement Bonds, Series 2010, dated August 26, 2010; and (iv) pay the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on August 24, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the

Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. Bonds allocable to the refinancing of projects for the Municipality's water and sewer system (the "System") shall be additionally payable from, but not secured by, revenues derived from operation of the System.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Clerk under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF BARTLETT, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Clerk

Transferable and payable at the
principal corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Bartlett, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year.

Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement and Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2021, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of the Bonds allocable to the financing of the Projects does not exceed the

total amount authorized by the Initial Resolution; (B) the total principal amount of the Bonds allocable to the refunding of the Refunded Indebtedness does not exceed the amount permitted to be issued pursuant to Section 9-21-904, Tennessee Code Annotated, as amended, (C) the final maturity date of any of the Bonds does not extend beyond the reasonably expected economic life of the projects financed or refinanced thereby, and (D) the final maturity date of any Bonds allocable to the refunding of any Refunded Indebtedness does not extend beyond the fiscal year of the final maturity of the respective Refunded Indebtedness;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Indebtedness;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement and Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds.

(g) No Bonds (except for those Bonds issued solely to refund the Refunded Indebtedness and pay related costs of issuance) shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall said Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Refunding Escrow Agent and/or paying such funds directly to the holders (or paying agents or trustees for the holders) of the Refunded Bonds.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Bartlett 2021 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds (unless such costs of issuance are paid from other available monies of the Municipality), including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and

paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness and if determined by the Mayor in consultation with the Municipal Advisor to be in the best interest of the Municipality, the Mayor is hereby authorized to execute and the City Clerk to attest on behalf of the Municipality the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent amounts to be held in cash or amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be

determined in such manner that none of the Bonds will be an “arbitrage bond” within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit D is hereby in all respects approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Refunding Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Redemption and Prepayment of the Refunded Indebtedness. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to take all steps necessary to prepay or redeem the Refunded Indebtedness at their earliest possible prepayment or redemption date, including the giving of and publication of any prepayment or redemption notice as required by the resolutions authorizing the issuance of the Refunded Indebtedness.

Section 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration

Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall be direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made

available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and follow all such policies and procedures that may be required of the Municipality or advisable in connection with compliance with the provisions of this Section related to the issuance of the Bonds.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Reasonably Expected Economic Life. The “reasonably expected economic life” of all projects financed or refinanced by the Bonds within the meaning of Sections 9-21-101, *et seq.*, Tennessee Code Annotated, is greater than the term of the Bonds financing or refinancing such projects.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on August 24, 2021.

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

A. Keith McDonald, Mayor

Attested:

Penny Medlock, City Clerk

STATE OF TENNESSEE)

COUNTY OF SHELBY)

I, Penny Medlock, certify that I am the duly qualified and acting City Clerk of City of Bartlett, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on August 24, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Public Improvement and Refunding Bonds.

WITNESS my official signature and seal of said Municipality on August 24, 2021.

City Clerk

(SEAL)

EXHIBIT A

Estimated Interest Expense and Costs of Issuance

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2022	385,000	5.000%	117,873.33	502,873.33
06/30/2023	410,000	5.000%	172,700.00	582,700.00
06/30/2024	235,000	5.000%	156,575.00	391,575.00
06/30/2025	255,000	5.000%	144,325.00	399,325.00
06/30/2026	265,000	5.000%	131,325.00	396,325.00
06/30/2027	285,000	5.000%	117,575.00	402,575.00
06/30/2028	300,000	5.000%	102,950.00	402,950.00
06/30/2029	240,000	5.000%	89,450.00	329,450.00
06/30/2030	260,000	5.000%	76,950.00	336,950.00
06/30/2031	205,000	5.000%	65,325.00	270,325.00
06/30/2032	145,000	5.000%	56,575.00	201,575.00
06/30/2033	155,000	3.000%	50,625.00	205,625.00
06/30/2034	160,000	3.000%	45,900.00	205,900.00
06/30/2035	165,000	3.000%	41,025.00	206,025.00
06/30/2036	165,000	3.000%	36,075.00	201,075.00
06/30/2037	170,000	3.000%	31,050.00	201,050.00
06/30/2038	180,000	3.000%	25,800.00	205,800.00
06/30/2039	185,000	3.000%	20,325.00	205,325.00
06/30/2040	190,000	3.000%	14,700.00	204,700.00
06/30/2041	195,000	3.000%	8,925.00	203,925.00
06/30/2042	200,000	3.000%	3,000.00	203,000.00
	4,750,000		1,509,048.33	6,259,048.33

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
Bass Berry	3.15789	15,000.00
PFM (estimated)	4.21053	20,000.00
Moody's	3.78947	18,000.00
S&P (estimated)	2.73684	13,000.00
US Bank	0.25263	1,200.00
Miscellaneous	1.05263	5,000.00
	15.20000	72,200.00

EXHIBIT BEngagement Letter

(Attached)

BOND COUNSEL ENGAGEMENT LETTER

BASS BERRY SIMS PLC

150 Third Avenue South, Suite 2800 Nashville,
TN 37201 (615) 742-6200

City of Bartlett, Tennessee
Bartlett, Tennessee
Attention: A. Keith McDonald, Mayor

Re: Issuance of Approximately \$5,850,000 in Aggregate Principal Amount of General Obligation Public Improvement and Refunding Bonds, Series 2021.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Bartlett, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain public works projects of the Issuer, refinance certain outstanding indebtedness of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. It is anticipated that the Bonds will be sold at competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and

- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter;

(iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$15,000. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Commercial Appeal* or other newspaper, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are unacceptable to you, please so indicate in writing. Otherwise, we look forward to working with you.

EXHIBIT C

State Refunding Report

(Attached)

EXHIBIT D

Form of Refunding Escrow Agreement

(Attached)

31222233.1

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of _____, 2021, by and between the City of Bartlett, Tennessee (the “Issuer”) and _____ (the “Agent”).

WITNESSETH:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding bonds, as described herein (the “Outstanding Bonds”) by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its General Obligation Public Improvement and Refunding Bonds, Series 2021 (the “Refunding Bonds”); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds[, together with legally available funds of the Issuer,] will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$_____, consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds[and \$_____ from other legally available funds of the Issuer].

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” means this Refunding Escrow Agreement;

“Code” means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 hereof;

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

“Outstanding Bonds” means [(i) Water and Sewer Revenue and Tax Bonds, Series 2007, dated September 12, 2007, maturing _____; (ii) Water and Sewer Revenue and Tax Bonds, Series 2009, dated September 9, 2009, maturing _____; and (iii) General Obligation Refunding and Improvement Bonds, Series 2010, dated August 26, 2010, maturing _____]; and

“Written Request” means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in his place.

SECTION 1.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II. ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

(a) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent (i) to the extent it does not serve as paying agent for any series of Outstanding Bonds, shall make timely payments to the paying agent or its successor, for such Outstanding Bonds of monies sufficient for the payment of the principal of and interest on such Outstanding Bonds as the same shall become due and payable and (ii) to the extent it serves as paying agent for any series of Outstanding Bonds, shall make timely payments to the holders of such Outstanding Bonds of monies sufficient for the payment of the principal of and interest on such Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name of the paying agents with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent or holders of the Outstanding Bonds (as applicable) in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent or holders of the Outstanding Bonds (as applicable) as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next

ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION 2.5 Reports. The Agent shall deliver to the Director of Finance and City Clerk, on or before the first day of August of each year, a report current as of June 30 of such year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the City and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.8 Redemption of Outstanding Bonds. To the extent the Agent is not the paying agent for the Outstanding Bonds, the Agent is hereby authorized and directed to send the notice of redemption, for the respective series of Outstanding Bonds, in the form of Exhibit C to the paying agent for the Outstanding Bonds not less than 45 days prior to the date of redemption in accordance with the terms of such Outstanding Bonds. Where the Agent is the paying agent for the Outstanding Bonds, the Agent is hereby authorized and directed to send the notice of redemption, for the respective series of Outstanding Bonds, in the form of Exhibit C to the holders of such Outstanding Bonds not less than 20 days or 30 days prior to the date of redemption, as applicable, in accordance with the terms of the Outstanding Bonds.

ARTICLE III. CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.6 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.8 hereof.

SECTION 3.7 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or

examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this Section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.8 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Shelby County, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.9 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.10 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly

vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION 3.11 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, a one-time fee of \$_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that the Issuer, to the extent permitted by applicable law, agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and

interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION 4.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, as follows:

To the Issuer:

The City of Bartlett, Tennessee
6400 Stage Road
Bartlett, Tennessee 38134
Attention: Mayor

To the Agent:

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

THE CITY OF BARTLETT, TENNESSEE

By: _____
Mayor

(SEAL)

City Clerk

Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of [Water and Sewer Revenue and Tax Bonds, Series 2007, dated September 12, 2007, maturing _____, inclusive], to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
-------------------------	------------------------------	-----------------------------	----------------	-------------------------------

Paying Agent: U.S. Bank National Association
Nashville, Tennessee

Debt Service Schedule of [Water and Sewer Revenue and Tax Bonds, Series 2009, dated September 9, 2009, maturing _____, inclusive], to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
-------------------------	------------------------------	-----------------------------	----------------	-------------------------------

Paying Agent: U.S. Bank National Association
Nashville, Tennessee

Debt Service Schedule of [General Obligation Refunding and Improvement Bonds, Series 2010, dated August 26, 2010, maturing _____, inclusive], to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

<u>Payment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Premium</u>	<u>Total Debt Service</u>
-------------------------	------------------------------	-----------------------------	----------------	-------------------------------

Paying Agent: [The Bank of New York Mellon Trust Company, N.A.]

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT CNOTICE OF REDEMPTION
CITY OF BARTLETT, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Bartlett, Tennessee (the “City”), has elected to and does exercise its option to call and redeem on _____, 2021 the City’s outstanding bonds (the “Outstanding Bonds”) as follows:

**Water and Sewer Revenue and Tax Bonds, Series 2007,
Dated September 12, 2007**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

If by Hand or Overnight Mail:

The redemption price will become due and payable on _____, 2021, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 2021.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. BANK NATIONAL ASSOCIATION
Registration and Paying Agent

NOTICE OF REDEMPTION
CITY OF BARTLETT, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Bartlett, Tennessee (the “City”), has elected to and does exercise its option to call and redeem on _____, 2021 the City’s outstanding bonds (the “Outstanding Bonds”) as follows:

**Water and Sewer Revenue and Tax Bonds, Series 2009
Dated September 9, 2009**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

If by Hand or Overnight Mail:

The redemption price will become due and payable on _____, 2021, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 2021.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. BANK NATIONAL ASSOCIATION
Registration and Paying Agent

NOTICE OF REDEMPTION
CITY OF BARTLETT, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Bartlett, Tennessee (the “City”), has elected to and does exercise its option to call and redeem on _____, 2021 the City’s outstanding bonds (the “Outstanding Bonds”) as follows:

General Obligation Refunding and Improvement Bonds, Series 2010
Dated August 26, 2010

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of [The Bank of New York Mellon Trust Company, N.A.] as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

If by Hand or Overnight Mail:

The redemption price will become due and payable on _____, 2021, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 2021.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

[THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.]
Registration and Paying Agent

31228733.1



Jason E. Mumpower
Comptroller

August 20, 2021

Honorable A. McDonald, Mayor
and Honorable Board of Aldermen
City of Bartlett
6400 Stage Road
Bartlett, TN 38134-3739

Dear Mayor McDonald and Members of the Board:

Thank you for your recent correspondence. We acknowledge receipt on August 3, 2021, of a request from the City of Bartlett (the "City") for a report on a plan of refunding (the "Plan") for the City's proposed issuance of a of \$4,750,000 General Obligation Refunding and Improvement Bonds, Series 2021, with a refunding portion of \$1,795,000. The refunding portion of the bonds will be sold by competitive sale at a premium of \$276,721.

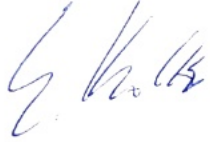
Pursuant to the provisions of Tennessee Code Annotated Title 9, Chapter 21, enclosed is a report based upon our review of the City's Plan. The Plan, this letter, and the enclosed report should be made available on the City's website and must be presented to each member of the Board for review prior to the adoption of an authorizing resolution for the refunding bonds.

Our website contains specific compliance requirements your local government will be responsible for once the bonds are issued: <http://tncot.cc/debt>. The listing is not all inclusive and you should work with your financial advisor and bond counsel to ensure compliance with legal and regulatory requirements related to the proposed refunding.

Attachment: Bartlett Refunding Letter 08-20-2021 (3010 : Res. 28-21, Bond Issuance)

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Ronald Queen, at 615-401-7862 or Ron.Queen@cot.tn.gov.

Very truly yours,



Betsy Knotts
Director of the Division of Local Government Finance

Enclosure: Director of Local Finance Report on the Plan of Refunding

cc:

Ms. Jean Suh, Contract Audit Review Manager, Local Government Finance, COT

Mr. Dick Phebus, Director of Finance, City of Bartlett

Lauren Lowe, Financial Advisor, PFM Financial Advisors LLC

Lillian Blackshear, Bond Counsel, Bass, Berry & Sims PLC

BK:rq

Attachment: Bartlett Refunding Letter 08-20-2021 (3010 : Res. 28-21, Bond Issuance)



Report on General Obligation Refunding and Improvement Bonds, Series 2021 The City of Bartlett, Tennessee

This report is being issued pursuant to Tenn. Code Ann. § 9-21-903 and is based upon information as presented in a plan of refunding (the "Plan") received by our office on August 3, 2021, from the City of Bartlett, Tennessee (the "City"). Our report provides information to assist the governing body in its responsibility to understand the nature of the refunding transaction, including the costs and benefits, prior to approving the issuance of the refunding bonds and is designed to provide consistent and comparable information for all local governments in Tennessee. This report does not constitute approval or disapproval of the Plan or a determination that a refunding is advantageous or necessary. This report and the City's Plan must be presented to the governing body prior to the adoption of a resolution authorizing the refunding bonds.

COSTS:

Estimated costs of issuance are summarized below and based upon the principal amount of the \$1,795,000 refunding portion of the Series 2021 GO Refunding and Improvement Bonds:

	Amount	Price per \$1,000 Bond
Underwriting Fee (TBD Competitive Sale)	\$ 8,975.00	\$ 5.0000
Financial Advisor (PFM FA)	7,557.89	4.21
Bond Counsel (Bass Berry Sims)	5,668.42	3.16
Rating Agency (S&P and Moody's)	11,714.74	6.53
Miscellaneous Other Fees	2,342.94	1.31
Total Cost of Issuance	\$ 36,258.99	\$ 20.21

The City plans to contribute \$27,284 to the refunding transaction.

BENEFITS:

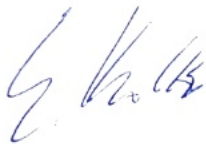
The City's stated objective for the refunding is to achieve savings. The anticipated net present value savings are \$170,992, achieved by reducing the average interest rate on the debt.

Balloon Indebtedness

The proposed structure of the Series 2021 Refunding Bonds is not balloon indebtedness as defined in Tenn. Code Ann. § 9-21-133 because of an approximately level annual debt service structure.

Effective Date for this Report

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to our office. We will then issue a report on the new plan for the City's governing body to review prior to adopting a new authorizing resolution for the refunding bonds.



Betsy Knotts

Director of the Division of Local Government Finance

Date: August 20, 2021

Attachment: Bartlett Refunding Letter 08-20-2021 (3010 : Res. 28-21, Bond Issuance)