



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 26, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Mark Reed, New Hope Christian Church

FUTURE MEETINGS

Family Assistance Commission, August 1 at 6 p.m.

Planning Commission, August 1 at 7 p.m.

Bartlett Station Commission, August 3 at 7:30 a.m.

City Beautiful Commission, August 4 at 6:30 p.m.

Industrial Development Board, August 4 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 12, 2022 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- 1 Second Reading of Ordinance 22-03, an ordinance adopting certain newer editions of the International Codes, as amended. (Jim Brown, Director of Code Enforcement). The Public Hearing is set for August 9, 2022.**
- 2 Second Reading of Ordinance 22-04, an ordinance to amend Title 13, Chapter 1 Property Maintenance Regulations by adopting the 2021 Edition of the International Property Maintenance Code, as amended, and deleting Chapter 4, Location of Fences on Private Property. (Jim Brown, Director of Code Enforcement). The Public Hearing is set for August 9, 2022.**

CONSENT AGENDA**1 Special event permit for Memphis Classic Chevy's Car Show. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 22 from 8 a.m. to 4 p.m. at W.J. Freeman Park.

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

Recommend accepting the lower bids from the following contractors:
Citywide asphalt pavement - Standard Construction; asphalt picked up at plant - Standard Construction and Lehman-Roberts. Funds are available in Account 311.48311.780.456.

3 Subdivision Contract for Hwy 70 Express Convenience Store. (John Horne, Assistant Director of Engineering)

The developer, HWY 70 EXPRESS, LCC, will pay \$97,998.30 in City fees. The bond is set at \$676,755.00.

4 Purchase of an automated side loader refuse truck. (Matt Crenshaw, Assistant Director of Public Works)

Request authorization to purchase a New Way automated side-loader refuse truck from Sourcewell/Sansom at a total cost of \$329,597.00. Sourcewell is a single-source provider. Funds are available in Account 122.48122.935.

5 Purchase of a sewer cleaner truck. (Matt Crenshaw, Assistant Director of Public Works)

Request authorization to purchase a Vactor 2100i PD sewer cleaner truck from Sourcewell/Sansom at a total cost of \$469,529.00. Sourcewell is a single-source provider. Funds are available in Account 510.51300.935.

6 Bid for Bartlett Library Janitorial Services. (Dick Phebus, Director of Finance)

Recommend accepting the best proposal from Trillium Cleaning Service at an annual cost of \$64,235.60. Four reviewers used a score card evaluating 16 different factors with weighted values. Items included minimum requirements stated in the RFP (25 percent), required services (46 percent), references (5 percent), and pricing (24 percent). Trillium Cleaning received the highest average score of 86 out of 100. Funds are available in Account 110.41840.176.

NEW BUSINESS

- I Resolution 25-22, a resolution to write-off bad checks over three years old issued to City of Bartlett. (Dick Phebus, Director of Finance)**

- 2 Resolution 26-22, an initial resolution authorizing the issuance of not to exceed four million two hundred thousand dollars (\$4,200,000) general obligation public improvement bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

- 3 Resolution 27-22, a resolution authorizing the issuance of general obligation public improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$4,200,000, 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, JULY 12, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

Parks and Recreation Advisory Board, July 14 at 6 p.m.

Historic Preservation Commission, July 18 at 7 p.m.

Design Review Commission, July 19 at 6:30 p.m.

Board of Zoning Appeals, July 21 at 6:30 p.m.

RECOGNITIONS

Mayor McDonald recognized Shelby County District Attorney Amy Weirich in attendance.
Boy Scout Troop 261 was recognized.

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

Mayor McDonald announced an emergency purchase of a new engine in a solid waste truck in the amount of \$44,895.59.

MINUTES ACCEPTANCE

Minutes of the June 28, 2022 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	McDonald, Parsons, Simmons, Young, Quinn

UNFINISHED BUSINESS

- I Nominate and appoint an alderman for Position 2. (A. Keith McDonald, Mayor)

Minutes Acceptance: Minutes of Jul 12, 2022 6:00 PM (MINUTES ACCEPTANCE)

Mayor McDonald announced that Paula Sedgwick had withdrew her application.

Each alderman and the Mayor were given paper ballots with a complete listing of applicants for Alderman Position 2. They were instructed to circle two names as their nominees. The ballots were collected with each of the nominees being read and the board member who nominated him or her. Whichever nominee received the most nominations, he or she would be voted on by the Board. If more than one nominee tied in number of nominations, those names would be placed in a bowl. The first name selected would be voted on first; if that individual was approved, then the other nominees would no longer be eligible.

Mayor McDonald nominated:

James Lamb

Mandy Young

Alderman Parsons nominated:

James Lamb

Mandy Young

Alderman Simmons nominated:

Ed Brooks

Mandy Young

Vice Mayor Young nominated:

James Lamb

Mandy Young

Alderman Quinn nominated:

Ed Brooks

Mandy Young

Mandy Young received more nominations than any other applicant.

Mayor McDonald placed Mandy Young's name before the Board.

The Roll Call Vote was unanimous.

RESULT:	APPROVED [UNANIMOUS]
AYES:	McDonald, Parsons, Simmons, Young, Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Bobby Simmons, Alderman
AYES:	McDonald, Parsons, Simmons, Young, Quinn

- 1 Special event permit for Movies in the Park. (Jim Brown, Director of Code Enforcement)**
The events will be held on Friday evenings: July 22, August 19, September 23, and October 28 from dusk to 11 p.m. at W.J. Freeman Park.
- 2 Special event permit for Memphis Runners Track Club Road Race Series 5 Mile Runs. (Jim Brown, Director of Code Enforcement)**
The events will be held on Sundays, August 14 and 28 from 5:30 to 9:30 a.m. at W.J. Freeman Park.

NEW BUSINESS

- 1 Resolution 24-22, a resolution authorizing the City of Bartlett to participate in the “Safety Partners” matching grant program from Public Entity Partners. (Dick Phebus, Director of Finance)**

RESULT: APPROVED [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: Bobby Simmons, Alderman
AYES: McDonald, Parsons, Simmons, Young, Quinn

- 2 First Reading of Ordinance 22-03, an ordinance adopting certain newer editions of the International Codes, as amended. (Jim Brown, Director of Code Enforcement)**

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 7/26/2022 6:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: David Parsons, Alderman
AYES: McDonald, Parsons, Simmons, Young, Quinn

- 3 First Reading of Ordinance 22-04, an ordinance to amend Title 13, Chapter I Property Maintenance Regulations by adopting the 2021 Edition of the International Property Maintenance Code, as amended, and deleting Chapter 4, Location of Fences on Private Property. (Jim Brown, Director of Code Enforcement)**

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 7/26/2022 6:00 PM
MOVER: Jack Young, Vice Mayor
SECONDER: Bobby Simmons, Alderman
AYES: McDonald, Parsons, Simmons, Young, Quinn

- 4 Swear in Alderman Position 2. (A. Keith McDonald, Mayor)**

Mandy Young was sworn in as Interim Alderman Position 2.

RESULT: NO VOTE REQUIRED

OPEN DISCUSSION

Bartlett City School Board Chairman Bryan Woodruff, 4081 Blackheath Drive, wanted to thank the City and the Board of Mayor and Aldermen for their ongoing partnership with the Bartlett City Schools and for providing police coverage for the schools not previously covered.

Shelby County District Attorney Amy Weirich stated she would appreciate continued support for re-election. Early voted begins July 15, 2022.

ADJOURNMENT

Meeting adjourned at 6:21 PM

Minutes Acceptance: Minutes of Jul 12, 2022 6:00 PM (MINUTES ACCEPTANCE)

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Jul 12, 2022 6:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3133)

Meeting: 07/26/22 06:00 PM
Department: Code Enforcement
Category: Amendment
Prepared By: Penny Medlock
Initiator: Jim Brown
Sponsors:
DOC ID: 3133

Ordinance 22-03, an ordinance adopting certain newer editions of the International Codes, as amended.

WHEREAS, the City of Bartlett Charter empowers the City to provide for the location, bulk, occupancy, area, lot, height, construction and materials of all buildings and structures and to inspect all buildings, lands and places as to their condition for health, cleanliness, and safety; and

WHEREAS, Tennessee Code Annotated 68-120-101 dictates that municipalities must maintain codes that are within seven years of the most current code; and

WHEREAS, the 2017, 2018 & 2021 Editions of the International Codes, as amended, outline the minimum standards and requirements necessary to allow the City to provide for the health, safety and cleanliness of all property within the City of Bartlett.

NOW THEREFORE BE IT HEREBY ORDAINED that the Board of Mayor and Aldermen hereby adopt the following editions of the International Codes, and other related codes specified herein, as amended:

- . International Building Code, 2021 Edition
- . International Residential Building Code, 2018 Edition
- . International Fire Code, 2021 Edition
- . International Fuel Gas Code, 2021 Edition
- . International Residential Gas and Mechanical Code, 2018 Edition
- . International Mechanical Code, 2021 Edition
- . International Plumbing Code, 2021 Edition
- . International Residential Plumbing Code, 2018 Edition
- . International Energy Conservation Code, 2021 Edition
- . National Electrical Code, 2017 Edition
- . International Existing Building Code, 2021 Edition
- . ICC A117.1-2017 Accessibility Code

SEVERABILITY - Should any portion or part of this Ordinance be rendered void or unenforceable by any Court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

EFFECTIVE DATE This Ordinance shall become effective on, August 9, 2022 the public welfare requiring it.

First Reading: July 12, 2022

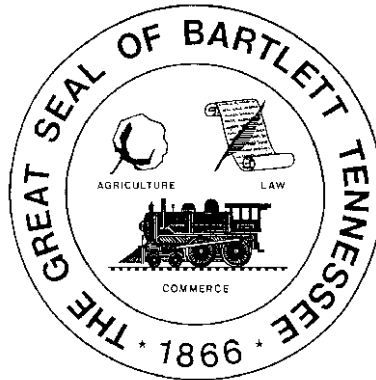
Second Reading: July 26, 2022

Third Reading: August 9, 2022

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

A. Keith McDonald
Mayor

ATTEST: _____
Penny Medlock
City Clerk



**MECHANICAL & GAS
CODE AMENDMENTS
TO THE

2018
INTERNATIONAL
RESIDENTIAL
CODE**

FOR MECHANICAL AND FUEL GAS (CHAPTERS 12 – 24)

MECHANICAL & GAS CODE FOR RESIDENTIAL

AMEND Section 105.1 as follows:

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

ADD Section 105.1.3 as follows:

105.1.2 Mechanical permits. A licensed *Mechanical Contractor* who desires to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, or to erect, install, remove, convert or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

AMEND Section 202 as follows:

Board of Appeals. Whenever the term "Board of Appeals" is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Code Appeals Board of Bartlett, Tennessee.

Building Department. Whenever the term "Building Department" is used in the technical codes herein adopted, it shall mean the Office of Code Enforcement of Bartlett, Tennessee.

Building Official. The officer or the other designated authority, or their duly authorized representative, charged with the administration and enforcement of the technical codes.

Chief Appointing Authority. Whenever the term "Chief Appointing Authority" is used in the technical codes herein adopted, it shall mean the Mayor of the City of Bartlett, Tennessee.

City Municipality or Governing Body. Whenever the word "City" or "Municipality" or "Governing Body" is used in the technical codes herein adopted, it shall mean the City of Bartlett, Tennessee.

International Building Code. Whenever the words "International Building Code" are used in the codes herein adopted, they shall mean the 2021 International Building Code with the City of Bartlett TN amendments.

International Electrical Code. Whenever the words "International Electrical Code" are used in the codes herein adopted, they shall mean the 2017 National Electrical Code (NEC) with the City of Bartlett TN amendments.

MECHANICAL & GAS CODE FOR RESIDENTIAL

International Fuel Gas Code. Whenever the words “International Fuel Gas Code” are used in the codes herein adopted, they shall mean the 2021 International Fuel Gas Code with the City of Bartlett TN amendments.

International Mechanical Code. Whenever the words “International Mechanical Code” are used in the codes herein adopted, they shall mean the 2021 International Mechanical Code with the City of Bartlett TN amendments.

International Plumbing Code. Whenever the words “International Plumbing Code” is used in the codes herein adopted, they shall mean the 2021 International Plumbing Code with the City of Bartlett TN amendments.

International Residential Code. Whenever the words “International Residential Code” is used in the codes herein adopted, they shall mean the 2018 International Residential Code with the City of Bartlett TN amendments.

Mechanical Contractor. Whenever the term *mechanical contractor* is used in the Technical Codes herein adopted, it shall mean a plumbing contractor who holds a current license issued by State of Tennessee or Shelby County Construction Code Enforcement.

Workmanship. Workmanship shall mean that the plumbing system be installed uniform in slope, plumb, and level (as required) without stress or strain to piping or structure as required by Other sections of the Code. Valves, pipes and fitting shall be installed in correct relationship to the direction of flow.

ADD Section M1305.1.2.2 as follows:

M1305.1.2.2 Accessibility. Attics containing mechanical equipment shall be accessible by a pull down stairway, permanent ladder or permanent stairway.

ADD Section M1307.5.1 and M1307.5.2 as follows:

M1307.5.1 Mechanical equipment disconnect. The disconnecting means for heating, air conditioning and refrigeration equipment shall in no case be installed farther than 6 feet (1.83 M) from the service side of the equipment.

M1307.5.2 Mechanical equipment service receptacle requirements. A 120 volt, single phase, 15 or 20 ampere rated receptacle outlet shall be installed within 25 feet (7.62 M) of the service side of the heating, air conditioning and refrigeration equipment.

MECHANICAL & GAS CODE FOR RESIDENTIAL

ADD Section M1402.4 as follows:

M1402.4 Rooms containing flammable, combustible, or noxious gas. A separate and individual ventilation system which is not part of any other system shall be provided for ventilation of each room or space containing flammable vapors, noxious gases and flammable ducts or where serving incompatible materials.

ADD Section M1411.3.2.1 as follows:

M1411.3.2.1 Drain lines. Condensate drain lines shall be $\frac{3}{4}$ inch minimum with a maximum horizontal run of 2 feet. Any drain exceeding 2 feet shall be a minimum of 1 $\frac{1}{4}$ inches. No tubing allowed. Contractor shall use approved DWV fittings. $\frac{3}{4}$ inch drain pan lines shall be allowed to be connected for two drain pans only. Third drain pan shall be installed separately. A 90 degree elbow at $\frac{3}{4}$ inch drain pan line horizontal termination to outside.

ADD Section M1411.3.6 as follows:

M1411.3.6 Alternate condensate disposal. When the condensate drain(s) cannot be connected to the drainage system as determined by the Mechanical Inspector, an alternate method of disposal may be used with prior approval from Mechanical Inspector.

ADD Section M1502.3.2 as follows:

M1502.3.2 Dryer vent termination. At termination of dryer exhaust, secure grill/louvers with screws.

ADD Section M1502.4.2.1 as follows:

M1502.4.2.1 Under slab exhaust clothes drying duct. Under slab exhaust ducts shall be smooth wall schedule 40 PVC and terminate 12 inches above grade with damper and be non-screened.

ADD Section M1602.2 #8:

8. Undercut of doors do not count as a return.

ADD Section M1602.2.1 as follows:

M1602.2.1 Return air plenum seal. Seal all returns with 100% silicone rubber caulk/HVAC caulk.

RESIDENTIAL GAS CODE AMENDMENTS

ADD G2413.1.1 as follows:

G2413.1.1 Minimum sizing. When the gas pressure is 0.5 pounds per square inch or less, all consumer gas pipe from the point of delivery of the first branch in the house piping shall not be less than 1 inch in diameter. The minimum size of pipe outlets shall be ½ inch.

ADD Section G2417.4.1 as follows:

G2415.4.1 Solid floors. No threaded connectors may be used on piping in solid floors.

AMEND Section G2417.4.1 as follows:

G2417.4.1 Test pressure. Low pressure (not in excess of 2 psi gauge) gas piping shall withstand a pressure of 10 psig for a period of not less than 10 minutes without showing any drop in pressure. All high pressure gas piping must have a minimum of 30 psig test.

AMEND Section G2422.1.2.1 as follows:

G2422.1.2.1 Maximum length. Connectors shall have an overall length not to exceed 18 inches except for range and domestic clothes dryer connectors, which shall not exceed three feet in length. Connectors shall not be concealed within, or extended through walls, floors, partitions, ceilings or appliance housing. A shutoff valve not less than the nominal size of the connector shall be installed ahead of the connector in accordance with section G2420.5.

ADD Section G2432.1.1 as follows:

G2432.1.1 Decorative appliances. All fireplace log and starters shall be installed according to their listings and have a readily accessible manual shutoff valve within reach of and extraneous to the fireplace. A manual main shutoff valve shall be installed ahead of all controls including the pilot gas valve.

ADD Section G2432.1.2 as follows:

G2432.1.2 Outdoor appliance connectors. Flexible connectors used outdoors shall be listed for outdoor use. Flexible connectors used in fireplaces and fire boxes shall be approved for such use or be stainless steel.

MECHANICAL & GAS CODE FOR RESIDENTIAL

ADD Section G2433.1.1 as follows:

G2433.1.1 Gas log starter support. Log starters shall have support installed on end of starter.

ADD Section G2448.1.2 as follows:

G2448.1.2 Prohibited location for water heater installation. Water heaters, with the exception of those having direct vent systems, shall not be installed in bathrooms and bedrooms or in a closet with access only through a bedroom or bathroom. However, water heaters of the automatic storage type may be installed as a replacement in a bathroom, when specifically authorized by the gas official providing they are properly vented and are supplied with adequate combustion air.

EXCEPTION: When a closet having a weather stripped solid door, with an approved door closing device has been designed exclusively for the water heater, and where all air for combustion and ventilation is supplied from outdoors.

ADD Section G2450.1.1 as follows:

G2450.1.1 Illuminating appliances. All illuminating gas appliances must have an accessible manual shut off valve within reach of and extraneous to the appliance.

ADOPT the following appendices with this code:

Appendix A Sizing & Capacities of Gas Piping

Appendix B Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods,

Category I Appliance, and Appliances Listed for Use with Type B Vents

Appendix C Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems

Appendix D Recommended Procedure for Safety Inspection of an Existing Appliance

Installation

Appendix E Manufactured Housing Used as Dwellings

MECHANICAL & GAS CODE FOR RESIDENTIAL**ADD Section AE307.1.1 as follows:**

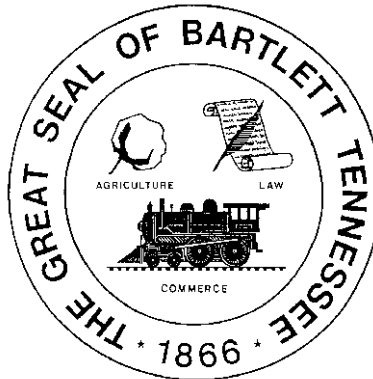
AE307.1.1 Trailer park piping. Where information is not available on the location of the trailer supply connection, the gas riser to each trailer site should be placed in the rear one third section of the site and not less than 18' from the roadside wall of the trailer. It shall be located and protected or supported so as to minimize the likelihood of damage by moving vehicles. When the gas pressure at the terminal of the gas riser at each trailer site is .5 psig or less, the minimum size of the gas piping shall be 1 inch for other than undiluted liquefied petroleum gases.

ADD Section AE307.1.2 as follows:

AE307.1.2 Connection of trailer. Piping shall not be installed underground beneath manufactured homes or house trailers. Trailers shall be connected to the gas piping system with rigid pipe or listed connections of adequate size and installed so as to be protected against physical damage.

ADD Section AE307.1.1 as follows:

AE307.1.3 Location of shut off valves. Outlets for individual manufactured homes or trailers shall be provided with a readily accessible manual shut off valve located outdoors at the trailer. Trailers shall be connected to the gas piping system with rigid pipe or listed connections for adequate size and installed so as to be protected against physical damage.



**CITY OF BARTLETT
CODE AMENDMENTS TO THE

2018
INTERNATIONAL
RESIDENTIAL CODE

FOR PLUMBING (CHAPTERS 25 – 33)**

Attachment: 2018 IPC AMENDMENTS (RESIDENTIAL) (3133 : Ord. 22-03, International Code Adoption)

RESIDENTIAL PLUMBING CODE

AMEND Section 105.1 as follows:

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

ADD Section 105.1.3 as follows:

105.1.3 Plumbing permits. A licensed *Plumbing Contractor* who desires to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, or to erect, install, remove, convert or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

AMEND Section 202 as follows:

Building Official. Whenever the term "*Building Official*" is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Director of the City of Bartlett Code Enforcement.

Air Conditioning Unit. The condensate or waste from an air conditioning unit shall be classified as a plumbing fixture and shall connect to the plumbing system as an indirect connection as per amendments of Chapter 3 of this Code.

Board of Appeals. Whenever the term "Board of Appeals" is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Code Appeals Board of Bartlett, Tennessee.

Building Department. Whenever the term "Building Department" is used in the technical codes herein adopted, it shall mean the Office of Construction Code Enforcement of Bartlett, Tennessee.

Building Official. The officer or the other designated authority, or their duly authorized representative, charged with the administration and enforcement of the technical codes.

Chief Appointing Authority. Whenever the term "Chief Appointing Authority" is used in the technical codes herein adopted, it shall mean the Mayor of the City of Bartlett, Tennessee.

City Municipality or Governing Body. Whenever the word "City" or "Municipality" or "Governing Body" is used in the technical codes herein adopted, it shall mean the City of Bartlett, Tennessee.

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RESIDENTIAL PLUMBING CODE

International Electrical Code. Whenever the words “International Electrical Code” are used in the codes herein adopted, they shall mean the 2017 National Electrical Code (NEC) with the City of Bartlett TN amendments.

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Plumbing Contractor. Whenever the term “Plumbing Contractor” is used in the Technical Codes herein adopted, it shall mean a plumbing contractor who holds a current license issued by State of Tennessee or Shelby County Construction Code Enforcement.

Workmanship. Workmanship shall mean that the plumbing system be installed uniform in slope, plumb, and level (as required) without stress or strain to piping or structure as required by other sections of the Code. Valves, pipes and fitting shall be installed in correct relationship to the direction of flow.

ADD Section P2601.4 as follows:

P2601.4 Future Baths. When a future bath is indicated on the house plans, only a short piece of 3 inch (76 mm) pipe with a hard cap and short stub of water lines beside the 3 inch (76 mm) pipe and insulated in the ceiling. The vent shall be carried through the roof. Plumber will count this as (1) fixture unit on the permit.

ADD Section P2601.5 as follows:

P2601.5 Blocking. All piping passing through top plates and bottom plates shall be sealed with caulk or insulating foam spray.

RESIDENTIAL PLUMBING CODE

AMEND Section P2603.5.1 as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a maximum of 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (305 mm) below grade. The dimensions shall be taken from the top of the pipe.

AMEND Table P2605.1 as follows:

Table P2605.1 Copper or copper-alloy piping to be supported vertical at mid-story.

ADD SECTION P2706.2 Exception #3 as follows:

P2706.2 Exception #3: Plumbing fixtures may receive indirect waste from condensing appliances.

ADD Section P2706.3 as follows:

P2706.3 Condensate disposal. Condensate from air or water heating or cooling equipment shall be disposed as provided in Section M1411.3 as amended.

AMEND Section P2709.4.1 as follows:

P2709.4.1 Shower waste outlet. Waste outlets serving showers shall be at least 2 inches (51 mm) in diameter and, for other than waste outlets in bathtubs, shall have removable strainers not less than 3 inches (76 mm) in diameter with strainer openings not less than ¼ inch (6.4 mm) in least dimension. Where each shower space is not provided with an individual waste outlet, the waste outlet shall be located and the floor pitched so that waste from one shower does not flow over the floor areas serving another shower. Waste outlets shall be fastened to the waste pipe in an *approved* manner.

AMEND Section P2713.1 as follows:

P2713.1 Bathtub Waste Outlet and Overflows. Bathtubs shall be equipped with a waste outlet that is not less than 1 ½ inches (38 mm) in diameter. The waste outlet shall be equipped with water-tight stopper. Where overflow is installed, the overflow shall be not less than 1 ½ inches (38 mm) in diameter.

ADD Section P2801.3.1 as follows:

P2801.3.1 Water connections to water heaters. All water connections to water heaters shall be made with material from Table P2906.5. Flexible connectors shall not be used. Water cutoff valve shall not be located above tank cylinder.

RESIDENTIAL PLUMBING CODE

AMEND Section P2801.6.1 as follows:

P2801.6.1 Pan size and drain. The pan shall be not less than 4 inches deep when installed on the first floor and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 1 inch or the outlet diameter of the required relief valve, whichever is larger. When the water heater is installed in the attic, a pan shall not be less than 6 inches (152 mm) deep and shall be 36 inches in diameter or 30 inches (762 mm) X 30 inches (762 mm) square. T&P valve piping shall be corrosion resistant and have a minimum pressure rating of 100 psi at 180 degree Fahrenheit as per Section 605.4. When multiple pan drains are piped together. The drain pipe from junction to termination will be increased one pipe size for each additional water heater connected to the drain. The maximum number of water heater pan drains shall be limited to four, with the maximum drain being 2 inches (51 mm) in diameter.

AMEND Section P2801.6.2 as follows:

P2801.6.2 Pan Drain Termination. The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain or extend to the exterior of the building and terminate not less than 6 inches (152 mm) and not more than 24 inches (610 mm) above the adjacent ground surface. A 90-degree ell turned down must be installed at the termination of the pan drain. The termination must be visible.

AMEND P2801.7 as follows:

P2801.7 Prohibited Locations. Gas fired water heaters shall not be located in the garage. Gas fired water heaters may be located in a closet in the garage if the door sealed from the garage and all combustion air is taken from outside or the attic per Section G2407.

AMEND Section P2902.5.3 as follows:

P2902.5.3 Connections to lawn irrigation systems. The potable water supply shall be protected against backflow by a reduced pressure backflow prevention assembly. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure backflow prevention assembly.

AMEND Section P2903.7 as follows:

P2903.7 Size of water-service mains, branch mains and risers. The size of water service pipe shall be not less than 1 inch (25 mm) in diameter. The size of water-service mains, branch mains and risers shall be determined from the water supply demand [gpm (L/m)], available water pressure [psi (kPa)] and friction loss caused by the water meter and *developed length* of pipe [feet (m)], including *equivalent length* of fittings. The size of each water distribution system shall be determined according to design methods conforming to accepted engineering practice, such as those methods in Appendix P and shall be *approved* by the *building official*.

RESIDENTIAL PLUMBING CODE

ADD Section P2906.4.3 as follows:

P2906.4.3 PVC Water Service. PVC underground water service pipe shall have a minimum wall thickness of SCH. 40 with permanent identification markings.

AMEND Table P2906.4 as follows:

Table P2906.4 Delete all references to Type M copper, WM copper.

AMEND Table P2906.5 as follows:

Table P2906.5 Delete all references to Type M copper, WM copper.

ADD Section P2910.1.1 as follows:

P2910.1.1 Connection between nonpotable water systems. No connection between on-site nonpotable water reuse systems and nonpotable rainwater collection and distribution systems are allowed. No connection between nonpotable rainwater collection and distribution systems and sanitary drainage systems are allowed.

ADD Section P2902.7 as follows:

P2902.7 Wells. All wells serving irrigation systems shall have a reduced pressure backflow prevention assembly to protect the well from backflow or back pressure.

AMEND Section P2906.16 as follows:

P2906.16 Flared joints. Flared joints in water tubing shall be made with *approved* fittings. The tubing shall be reamed and then expanded with a flaring tool. This fitting must be accessible with a permanent opening or an easily removable door.

AMEND Table P3002.1(2) as follows:

Table P3002.1(2) Delete all references to Type M copper.

AMEND Section P3002.2.2 as follows:

P3002.2.2 Building sewer pipe. No building sewer shall be less than 4 inches (102 mm) in diameter with the exception of forced lines. When plastic pipe is used on lines 4 inches (102 mm) and smaller, it shall have a wall thickness not less than SCH. 40 (0.237 inches or 6mm).

RESIDENTIAL PLUMBING CODE

ADD Section P3012 as follows:**Section P3012 RESIDENTIAL SWIMMING POOLS**

P3012.1 Waste Water Disposal, Generally. All waste water from permanent private swimming pools and wading pools shall have an indirect connection to the sanitary sewer and/or such connections and type of disposal shall be as determined by the Shelby County Health Department.

P3012.1.1 Discharge location. No waste water from a permanent or temporary type swimming pool or wading pool shall drain any water on any premise so as to permit waste water to run on adjoining premises. No waste water shall drain into the surface or into a storm water drain system.

P3012.2 Sand filtered pools. All pools with a sand filter shall have a drain pipe or hose that will reach from the pump to the required trap.

P3012.2.1 Trap requirements. Swimming pools capable of holding a depth of 36 inches or more with a sand filter shall require a 2 inch trap with a minimum of 4 inch seal installed at the nearest 3 inch or larger drain pipe or cleanout.

P3012.3 Cartridge filtered pools. Pools with a cartridge filter does not require a deep seal trap, but will need to be drained into the sanitary sewer at the nearest cleanout. Pool contractor shall furnish owner with a flexible hose to discharge waste water to sewer connection for above ground pools.

P3012.4 Permit required. A licensed plumber is required to pull the permit for the trap and drain piping. The plumber is responsible for all required piping and inspections.

P3012.5 Waste and deck drain piping. Waste and deck drain piping for pools shall comply with the provisions set forth in Chapters 3 and 8 of this code, as applicable to building sewers and underground piping within building.

P3012.6 Deck drain disposal. Any deck drain located within 7 feet of pool edge shall waste to sanitary system through catch basin. All others shall waste to grade or storm system. Deck shall be designed so that surface water, other than that within the 7 foot (2.17 m) limit, shall not enter sanitary system.

AMEND Section P3103.1.1 as follows:

P3103.1.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 10 inches (254 mm) above the roof.

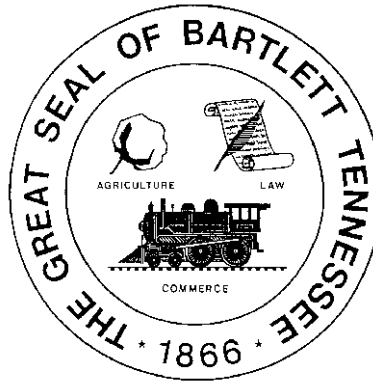
RESIDENTIAL PLUMBING CODE

AMEND Section P3103.1.2 as follows:

P3103.1.2 Roof used for recreational purposes. Where a roof is to be used for assembly, as a promenade, observation deck or sunbathing deck, or for similar purposes, open vent extension shall terminate not less than 10 feet (3.05 m) above the roof.

AMEND Table P3201.7 as follows:

Table P3201.7 Shower trap. Minimum size of trap shall be 2 inches (51 mm).



**BUILDING CODE AMENDMENTS
TO THE**

2018

**INTERNATIONAL
RESIDENTIAL
BUILDING
CODE**

Attachment: 2018 IRC BUILDING CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

RESIDENTIAL BUILDING CODE

When adopting the 2018 International Residential Code, the following Appendices will also be adopted: A, B, C, D, G, J, M & N. Please see last page for Appendices amendments.

AMEND Section R101.1 as follows:

R101.1 Title

These provisions shall be known as the Residential Code for One-and Two-Family Dwellings of The City of Bartlett, and shall be cited as such and will be referred to herein as “this code.”

AMEND Section 103.1 to read as follows:

R103.1 Creation of Enforcement Agency

The Department of Code Enforcement is hereby created and the official in charge thereof shall be known as the Director of Code Enforcement.

ADD New Section 103.4 as follows:

R103.4 Restrictions on Employees

An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interests of the department.

DELETE R105.1 in its entirety and replace with the following:

R105.1 Permit Application Required

Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system or to cause any such work to be done shall first hire or cause to hire a licensed and/or registered contractor. The contractor shall first make application to the Code Official and obtain the required permit for the work. Building permits may be issued to the property and building owners when so allowed by the City of Bartlett Technical Codes and the State of Tennessee Contractors' License Laws. Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of this code, provided that the alteration, repair or rehabilitation work conforms to the requirements of this code for new construction. The Code Official shall determine the extent to which the existing system shall be made to conform to the requirements of this code for new construction. Permits are required to be obtained by an individual licensed in that field for plumbing, gas, mechanical, and electrical.

RESIDENTIAL BUILDING CODE

DELETE in R105.2 under Building: 1, 2, 3, 4, 5, 7, 9, & 10.

DELETE in R105.2 under Mechanical: 4 & 7

ADD to the end of Section R105.3.1 as follows:

R105.3.1

When a building or structure is improved and/or remodeled and the value of the work to be completed exceeds 50% of the market value of the building or structure before the damage has occurred, the structure or building shall be improved or remodeled to the requirements for new construction as determined by the Director of Code Enforcement.

Table R301.2 (1) shall read as follows and all existing footnotes shall remain unchanged.

Table R301.2 (1)
Climatic and Geographic Design Criteria

Wind Design			Subject to Damage from									
Ground Snow Load	Speed (mph) ^d	Topographic Effects ^k	Seismic Design Category ^g	Weathering ^a	Frost Depth Line ^b	Termite ^c	Decay ^d	Winter Design Temp (°F) ^f	Ice Barrier Underlayment Required ⁱ	Flood Hazard ^h	Air Freezing Index ^j	Me Ann Ten
10 lb/ft ²	89	No	D1	Moderate	5 inches	Moderate to Heavy	Moderate to Severe	18	No	9/29/2007	158	61

Sections R301.2.2.1 “Determination of seismic design category” and R301.2.2.1.1 “Alternative determinations of seismic design category” shall be deleted in their entirety along with Table R301.2.2.1 (1) and that section held in reserve so that when amended the code shall read as follows:

Section R301.2.2.1 – Reserved

REPLACE Section R301.2.2 with the following:

R301.2.2 Seismic Provisions.

The seismic provisions of this code shall apply as follows:

1. Townhouses in Seismic Design Categories C, D₀, D₁ and D₂.
2. Detached one and two family dwellings and large homes in Seismic Design Categories D₀, D₁ and D₂.
3. Townhouses and detached one and two family dwellings shall be allowed to follow Section R301.2.2.3.1 as an alternative compliance method for meeting the structural requirements of this code’s seismic provisions.

RESIDENTIAL BUILDING CODE

A new Section R301.2.2.3.1 is added entitled “Alternative compliance method for structural requirements” along with its various subsections numbered R301.2.2.3.1 thru R301.2.2.3.1.12 which shall read as follows:

R301.2.2.3.1 Alternative compliance method for seismic structural requirements.

In addition to meeting all the structural requirements for Seismic Design Category C and Sections R301.2.2, an alternative compliance method for meeting seismic structural requirements when wood framing is used shall include compliance with the following items. In the event any requirement in this section differs from wind code structural requirements, the more stringent will apply.

R301.2.2.3.1.1 Anchorage exterior walls (Sole Plates). Exterior wall sole plates shall be secured to the foundation or framing below by one of the following methods:

1. Foundation: ½ inch (12.7 mm) anchor bolts, with 3 inch by 3 inch (76 mm by 76 mm) washers, embedded in the foundation a minimum of 7 inches (178 mm) in depth. Such anchor bolts are to be placed 4 feet on center maximum and within 12 inches (305 mm) of the end of each plate section. A minimum of 2 anchors per plate section is required.
2. Foundation: MASA anchors or equivalent embedded in the foundation and placed at 4 feet (1219 mm) on center maximum and within 12 inches (305 mm) of the end of each plate section. A minimum of 2 anchors per plate section is required.
3. Elevated Floors: 10d nails placed at 8 inches on center and embedded in a continuous rim board. Rim board depth to match depth of floor framing. Rim board shall be nailed to the end of each floor framing member with three 10d nails. Where floor framing parallels exterior wall, 2 rim boards shall be provided and nailed per Table R602.3(1). The rim board shall be fastened to wall top plate with metal plates at 6 feet (1829 mm) on center; installed plate capacity shall equal or exceed 440 pounds.

R301.2.2.3.1.2 Anchorage all interior structural walls (Sole Plates). Interior wall framing shall be secured by one of the following methods:

1. Foundation: ½ inch (12.7 mm) anchor bolts, with 3 inches by 3 inch (76 mm by 76 mm) washers, embedded a minimum of 7 inches (178 mm) in depth in the concrete foundation (thickened slab) at 4 feet (1219 mm) on center maximum and within 12 inches (305 mm) of the end of each plate section.
2. Foundation: By power actuated fasteners that provide 210 pounds per linear foot shear capacity, place 2 feet (610 mm) on center maximum and within 12 inches (305 mm) of each plate section or equivalent means of anchorage. A minimum of 2 anchors are required per plate section.
3. Elevated Floors: 10d nails placed at 8 inches (204 mm) on center and embedded in one of the following:
 - a) Structural wall top plate flush with bottom of floor sheathing, or
 - b) Floor joist parallel with and directly below plate, or
 - c) Blocking, depth to match, placed between floor joists and running the full length of the plate. Blocking to be nailed per Table R602.3(1).

RESIDENTIAL BUILDING CODE

R301.2.2.3.1.3 Stud spacing – Exterior walls. All 2x4 exterior walls shall be a maximum of 16 inch (406 mm) stud spacing up to 3 stories. Gypcrete flooring or similar cementitious leveling products shall not be used on elevated floors.

Exception: Thin-set or other base material required for installation of flooring products in isolated confined spaces such as bathrooms.

R301.2.2.3.1.4 Wall Sheathing

R301.2.2.3.1.4.1 Exterior Wall Sheathing. Exterior wall sheathing shall be 7/16 inch (11 mm) exterior rated OSB or equivalent or 7/16 inch (11 mm) exterior rated plywood, minimum. Sheathing is to be fastened every 6 inches (152 mm) on the edges and 12 inches (305 mm) at intermediate supports.

R301.2.2.3.1.4.2 Interior Wall Sheathing. Interior walls shall have sheathing on both sides. Interior sheathing shall be a minimum of ½ inch (12.7 mm) gypsum fastened every 7 inches (178 mm) on edges and every 7 inches (178 mm) at intermediate supports. Minimum fastener size shall be 5d cooler or wall board nails or 1 ¼" #6 Types S or W screws.

R301.2.2.3.1.5 Garage Door Openings. Brace wall panels are required for garage openings as per Section R602.10.6 of the Code.

Exception: An engineered pre-manufactured wall panel is allowed to be used at garage openings.

R301.2.2.3.1.6 APA Narrow Wall Systems are not permitted. Use of APA narrow wall systems is not permitted for establishing compliance with these requirements.

R301.2.2.3.1.7 Connections across floor joist space. 18 gauge galvanized steel coil strapping (ex. CS 18) installed at 48 inch (1219 mm) on center across floor joist space or equivalent is required on all exterior walls and stacked interior structural walls. Strapping shall run vertical along edge of studs and shall be centered on floor joist space. Studs shall be vertically aligned.

R301.2.2.3.1.8 Roof framing connections. Roof framing members shall be fastened to wall top plate with 18 gauge galvanized steel clips (ex. H2.5A) or equivalent, not to exceed 48 inches (1219 mm) on center maximum. Provide clips in addition to fastening requirements in Table R602.3(1). This requirement applies to all contact points with structural walls. In the event wind fastening requirements differ, the more stringent shall apply.

R301.2.2.3.1.9 Shearwall holddowns.

1. Exterior walls: A single holddown shall be installed at each end of each wall over 8 feet (2438 mm) in length (2 holddowns per wall length). Holddown capacity (P), in pounds, shall be equal to 210 lbs/ft times wall height. ($P = 210 * H$)
2. Wall height (H): distance from wall bottom plate to wall top plate.
3. A cut sheet of the holddown type(s) used shall be provided to Code Enforcement when requested to the Code Official. Cut sheet shall show tested product load rating and manufacturer information.

RESIDENTIAL BUILDING CODE

R301.2.2.3.1.10 Opening straps/clips. This section applies only to window and door openings and only to openings located in exterior walls and interior structural walls. Louver, pipe penetrations, dryer vents, and all other wall openings are not required to meet this section unless they exceed 4 sq. ft. in area.

1. Studs above and below headers and window sill plates; Provide 18 gauge galvanized steel clips (ex. H2.5A) or equivalent at 32 inches (813 mm), top and bottom of studs, minimum 2 clips per opening width at headers and sills.
2. Headers: Headers shall bear on minimum 1 ply jack post and be fastened to post with 18 gauge galvanized steel clips (ex. H2.5A), or continuous sheathing from king post to header or sill or equivalent.
3. Window Sill Plate: Sill plate shall be end nailed with three 10d nails each end through minimum 1 ply of king/jack post, or continuous sheathing from king post to header or sill, or equivalent.
4. King/Jack Posts: Provide 20 gauge galvanized steel stud plate connector (ex. SP1) or equivalent from post to wall plate, top and bottom. Post plys shall be nailed together with 10 d nails at 8 inches (204 mm) on center staggered full height.

R301.2.2.3.1. Brick Veneer.

1. Exterior brick veneer shall not exceed 25 feet (7620 mm) in height above non-combustible foundation. Brick at gable peaks shall not exceed 40 feet (12 192 mm) in height above non-combustible foundation.
2. Exterior brick veneer shall comply with all other applicable Chapter 7 IRC requirements.
3. Interior brick veneer and masonry chimneys shall comply with Chapter 7 IRC requirements.

R301.2.2.3.1.12 Floor Openings. When floor openings in the second or third floors exceed 15 percent of the ground floor square footage, garage space excluded, they shall be considered as large floor openings.

1. The gross floor area shall be the area bounded by exterior walls.
2. Openings for stairs and egress are excluded from the net floor opening area.
3. Perimeter interior walls bounding a large floor opening shall be considered structural walls and shall be subject to all requirements as such. If perimeter walls are not present below opening perimeter (i.e. beam and column system is used), the supporting structure shall be engineered.

RESIDENTIAL BUILDING CODE

R302.3 and R302.3.1 shall be amended to delete the entire sections and replace with the following :

R302.3 Two-Family Dwellings

R302.3.1 Two-Family Dwellings

Dwelling units in two-family dwellings shall be separated from each other by wall and floor assemblies having not less than a 1-hour fire-resistance rating where tested in accordance with ASTM E119, UL 263, or Section 703.2.2 of the International Building Code. Such separation shall be provided regardless of whether a lot line exists between the dwelling units or not. Fire-resistance-rated floor/ceiling and wall assemblies shall extend to and be tight against the exterior wall, and wall assemblies shall extend from the foundation to the underside of the roof sheathing.

Exceptions:

1. A fire-resistance rating of ½ hour shall be permitted in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13 D.
2. Wall assemblies need not extend through attic spaces where the ceiling is protected by not less than 5/8-inch (15.9 mm) Type X gypsum board, an attic draft stop constructed as specified in Section R302.12.1 is provided above and along the wall assembly separating the dwellings and the structural framing supporting the ceiling is protected by not less than 1/2-inch (12.7 mm) gypsum board or equivalent.

AMEND Section R312.1.1 as follows:

R312.1.1 Retaining Walls

Retaining walls 36" in height or greater are required to be designed by a licensed engineer and a plan submitted at the time of application for a permit. Height of the retaining wall shall be measured from the top of the footing to the top of the wall. A minimum of a 4 foot barrier (fence or guard) at the top of the wall may be required as determined by the Director of Code Enforcement. Retaining walls less than 36 inches in height may be constructed of wood. Retaining walls taller than 36 inches are required to be made of concrete or masonry. Permits are required for all retaining walls.

ADD New Section R312.1.1.1 as follows:

R312.1.1.1 Curtain Wall

A curtain wall is required to be placed around the perimeter of a manufactured house when not supported with a perimeter foundation wall. A curtain wall is required to be a minimum of 4 inch masonry supported by a footing.

RESIDENTIAL BUILDING CODE

AMEND Section R313.1 as follows:**R313.1 Townhouses.**

EXCEPTION 1: Rename Exception to Exception 1.

EXCEPTION 2: Except where a two hour wall is provided between units.

AMEND Section R313.2 to read as follows:

R313.2 When an automatic residential fire sprinkler system is installed in one-and-two family dwellings it shall comply per Section R313.2.1.

ADD Section R401.2.1 and R401.2.2 as follows:

R401.2.1 All new buildings with concrete slab foundations 400 square feet and greater shall be required to submit an engineer's letter verifying compliance for footing and foundation requirements as per the 2018 International Residential Code and the City of Bartlett residential building amendments for footing and foundation. The required engineer's letter shall be submitted prior to framing.

R401.2.2 A foundation form board survey letter will be required for all new homes. The required form board survey complying with the required zoning setbacks shall be required for all new houses prior to any framing being erected.

DELETE Section R401.3 and its Exception in their entirety and REPLACE as follows:**R401.3 Drainage and Foundation Elevation**

Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The finish floor (elevation) shall be nominal 10 inches above the exterior finish grade (ground) and the finish grade shall slope a minimum of 8% (1 in 12) away from foundation for a minimum of 3 feet for drainage.

DELETE Section R403.1.1 "Minimum Size" in its entirety and REPLACE as follows:**R403.1.1 Minimum Size**

Minimum size for concrete and masonry footings shall be as set forth in Table R403.1 and Figure R403.1(1). The footing width, *W*, shall be based on the load-bearing value of the soil in accordance with Table R401.4.1. All footings shall be at least 10 inches (255 mm) in thickness. Footing projections, *P*, shall be at least 2 inches (51 mm) and shall not exceed the thickness of the footing. The size of footing supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1.

RESIDENTIAL BUILDING CODE

DELETE Section R403.1.4 “Minimum Depth” in its entirety and REPLACE as follows:**R403.1.4 Minimum Depth**

All footings shall bear on undisturbed or properly compacted soils a minimum of 13 inches (330 mm) below grade. When applicable the depth of footing shall also conform to Section R403.1.4.1 through R403.1.4.2.

Figure R403.1 (2) entitled “Permanent Wood Foundation Basement Wall Section” and Figure R403.1 (3) entitled “Permanent Wood Foundation Craw Space Section” are deleted with no replacement provided.

Section R403.2 is deleted in its entirety and replaced with the following language:

Section R403.2. Reserved.

ADD Section 403.4.3 as follows:

R403.4.3 Accessory Structures.

Section R404.2 is deleted in its entirety and replaced with the following language:

Section R404.2. Reserved.

Section R405.2 is deleted in its entirety and replaced with the following language:

Section R405.2. Reserved.

Section R406.3 is deleted in its entirety and replaced with the following language:

Section R406.2. Reserved.

Chapter 5 Floors

Section R504 is deleted in its entirety and replaced with the following language:

Section R504. Reserved.

Chapter 7 Wall Covering

Section R703.2 Water-Resistive Barrier is amended to add #5 in the list of approved materials as follows:

5) Tyvek sheeting for exterior sheathing.

RESIDENTIAL BUILDING CODE

Delete Chapter 11 in its entirety and replace it with the following Sections:**Chapter 11 Energy Efficiency****Section N1101 – General**

N1101.1 Scope. This chapter sets forth the energy-efficiency related requirements for the design and construction of buildings regulated by this code.

Exception: Provided that they are separated by building envelope assemblies from the remainder of the building, portions of the building that do not enclose conditioned space shall be exempt from the building envelope provision, but shall comply with the provisions for building mechanical and service water heating systems.

N1101.2 Compliance for one and two family dwellings.

Compliance for one and two family dwellings shall be demonstrated by meeting the requirements of the 2021 Edition of the *ICC International Energy Conservation Code* for detached one and two family dwellings in Climate Zone 3A as found in the Residential provisions thereof and as those provisions are amended by the local ordinances adopting that code.

N1103.3 Compliance for Townhouses.

Compliances for townhouses shall be demonstrated by meeting the requirements of the 2021 Edition of the *ICC International Energy Conservation Code* for residential buildings of Group R-2 or townhouses in Climate Zone 3A as found in the Residential provisions thereof and as those provisions are amended by the local ordinances adopting that code.

ADD Section E3405.8 as follows:**E3405.8 Weather Proof Panels**

Weather Proof Panels are not allowed in the City of Bartlett per Ordinance #93-14.

AMEND Section E3406.2 as follows:

DELETE phrase [except as otherwise provided in the code]. This is a reference to allow other than copper conductors. Conductors of material other than copper may be used from a transformer through to the electrical panel box when proper connections are made.

ADD Section E3406.2(A) as follows:

E3406.2(A) Aluminum and copper-clad aluminum conductors are not allowed beyond the panel or in the interior of a residential house.

RESIDENTIAL BUILDING CODE

ADD TO Section E3601 as follows:**E3601.8 Unprotected Services Conductors Length**

Service entrance conductors (without over current protection) shall not be extended more than 15 feet inside a building measuring horizontal from the point of entrance.

ADD TO Section E3702 as follows:

E3702.15 Any residential appliance or equipment rated at 1,000 watts and any electric motor of ½ H.P. (horse power) or larger shall be supplied by individual circuits of adequate capacity for the device to be connected. Receptacles installed in such circuits shall be single opening grounding type rated at 125% of the name plate current of the equipment to be connected, but in no case shall they be rated less than 20 amperes. Service outlets installed at heating equipment may be duplex outlets rated at 20 amperes.

ADD TO Section E3703 as follows:

E3703.3(A) Electric washer-dryer combinations rated 5 KW or less may be wired on a 30 ampere circuit with a 30 ampere grounding type receptacle. The service demand shall be 20 amperes.

ADD TO Section E3706 as follows:**E3706.1(A) Weather Proof Panels**

Weather Proof Panels are not allowed in the City of Bartlett per Ordinance #93-14.

ADD TO Section E3901.4.2 as follows:

Exception: Receptacles are **NOT** required or allowed on moveable island counters without appliances (See Definitions below).

ADD to DEFINITIONS as follows:

MOVEABLE: Capable of being moved without being injured by one person or on wheels.

ADD Section E3910 as follows:**E3910 Fire Damage and Building Relocating**

Buildings moved from one location to another that is to be used as a single family dwelling shall meet the following minimum requirements:

E3910.1 Service entrance conductors shall be governed by new service rules.

RESIDENTIAL BUILDING CODE

E3910.2 Kitchens shall have no less than two (2) circuits with a maximum of three (3) convenience outlets per circuit.

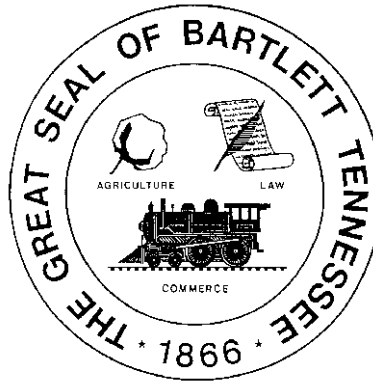
E3910.3 Lights and convenience outlets shall comply with existing branch circuit residential occupancies general requirements.

E3910.4 An inspection and written FIRE ruling must be obtained from the City of Bartlett Code Enforcement Office prior to commencing work on fire damaged jobs.

DELETE APPENDIX J IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:

Appendix J-New Installations of Manufactured Homes

New manufactured homes are required to be provided with curtain wall masonry around the perimeter of the structure. The masonry curtain wall shall be a minimum of 4 inches wide and shall give an appearance of other buildings in the area of the installation. Trailer type hitches are to be removed from the structure prior to installation of the curtain wall.



**BUILDING CODE AMENDMENTS
TO THE

2021
INTERNATIONAL
BUILDING
CODE**

Attachment: 2021 IBC CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

BUILDING CODE

AMEND Section 101.1 as follows:**101.1 Title.**

These regulations shall be known as the Building Code of The City of Bartlett, hereinafter referred to as “this code.”

AMEND Section 101.2.1 as follows:**101.2.1 Appendices.**

To be enforceable, the appendices included in the Technical Codes must be referenced in the code text or specifically included in the adopting ordinance. The following appendices are referenced.

2018 International Building Code:	C-Group U-Agricultural Building
	E-Supplementary Accessibility Requirements
	F-Rodent Proofing
	G-Flood-Resistant Construction

ADD the following as 101.4.8:**101.4.8 Electrical.**

The provisions of the 2017 National Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

ADD New Section 102.7 as follows:**102.7 Change of Occupancy.**

If the occupancy classification of any existing building or structure is changed, the building electrical, gas, mechanical and plumbing systems shall be made to conform as required by the Code Official.

AMEND Section 103.1 to read as follows:**103.1 Creation of Enforcement Agency.**

The Department of Code Enforcement is hereby created and the official in charge thereof shall be known as the Director of Code Enforcement.

BUILDING CODE**ADD New Section 103.4 as follows:****103.4 Restrictions on Employees.**

An officer or employee connected with the department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specification thereof, unless he is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with his duties or conflict with the interests of the department or the City of Bartlett.

ADD New Section 104.3.1 as follows:

104.3.1 Buildings and structures that have been vacant for a period of two (2) years or more are required to meet the requirements of the current adopted code. To the degree which compliance is required will be at the discretion of the Code Enforcement Director.

DELETE 105.1 in its entirety and replace with:**105.1 Permit Application Required.**

Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system or to cause any such work to be done shall first hire or cause to hire a licensed and/or registered contractor. The contractor shall first make application to the Code Official and obtain the required permit for the work. Building permits may be issued to the property and building owners when so allowed by The City of Bartlett Technical Codes and The State of Tennessee Contractors' License Laws. Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of this code, provided that the alteration, repair or rehabilitation work conforms to the requirements of this code for new construction. The Code Official shall determine the extent to which the existing system shall be made to conform to the requirements of this code for new construction. Permits are required to be obtained by an individual licensed in that field (plumbing, gas, mechanical and electrical).

ADD Section 105.1.3 and 105.1.4 as follows:**105.1.3 Permits Required for Appurtenances to Buildings and Other Structures and Apparatus.**

A permit shall be required to erect, install, alter, or repair any of the following list of building appurtenances, new structures, and apparatus, and shall include, but not limited to the following:

Conveyor systems; Racking systems/Shelving;

Permit and inspection fees for the above list will be as set forth in the Fee Ordinance.

Process Piping Systems;

Permit and inspection fees for the Process Piping System will be as set forth in the Fee Ordinance.

BUILDING CODE**105.1.4**

A permit shall be required to erect, install, alter, or repair any of the following list of building appurtenances, new structures, and apparatus, and shall include but not be limited to the following:

Cooling tower; Elevator; Fire Alarms; Fire Protection; Sprinkler System; Fire Suppression Systems, including commercial kitchen hoods; Generators, except outdoor self-contained units; Incinerator; Liquefied Petroleum Gas Systems; Medical Gas Systems; Mechanical Refrigeration System; Portable Water Systems; Pressure Piping System; Sewer Private (Private Drive) (see policy & procedures); Special Event Permits (see policy & procedures); Spray Booth; Storage Tank or Bin; Temporary Construction Trailers.

DELETE 105.2 items numbered under Building heading: 1, 2, 4, 5, 6, 8, 9, 10, 12, 13.

ADD Section 105.8 as follows:**105.8 Contractors Responsibilities****105.8.1 Bonding.**

105.8.1.1 Every person doing business in the City of Bartlett as a Registered and/or Licensed Building, Building/Structure, Mechanical, Mover, Demolition, Gas (Master A & B), Electrical, and Plumbing Contractor shall file with the Code Official a bond in the penal sum of \$25,000, and issued by an incorporated insurance company authorized to do business in the City of Bartlett which has an office or agent located in Shelby County.

105.8.1.1.1 The condition of such bond shall be that the principal and surety shall indemnify the City of Bartlett and County of Shelby for their own use, and/or to any citizen against loss by improper compliance with Technical Codes and any other law or ordinance governing such work; that the principal will suffer no work to be done without a permit, and will report work done for inspection by the Code Official in conformity with Technical Codes.

105.8.1.1.2 Such bond shall be continuous and remain in effect every year thereafter, unless cancelled by providing 60 days written notice to the principal and oblige. Immediately upon receiving written notice of cancellation, the Code Official shall require that a new bond be furnished. The proper bond form will be provided by the Code Official.

105.8.1.1.3 Every contractor who fails to furnish a new bond as required above shall be deemed to have ceased to engage in the business of contracting. No further permits for work under the Technical Codes shall be issued, nor shall work proceed on permitted work until the required bond is furnished.

BUILDING CODE**105.8.1.2 Deposit or Bond to Insure Lot Cleaning.**

Before issuing a permit to demolish a building or structure, the Code Official shall require that a deposit be posted, either a cashier's check or an approved surety bond, to insure that the premises, from which a building has been demolished or removed, will be properly cleaned and left in condition as outlined hereinafter. Deposit shall be in the following amounts for each building or structure:

1. A deposit of \$300 shall be made when the demolition is of residential dwellings of one or two stories in height, and containing not more than 5,000 square feet per floor, and said demolition is by the property owner of record.
2. A deposit of \$500 shall be made when the demolition is of residential and/or multi-dwellings of one or two stories in height, and containing not more than 10,000 square feet per floor.
3. A deposit of \$1,000 shall be made when the demolition is of residential dwellings or more than two stories in height, and/or those containing over 10,000 square feet per floor.
4. A deposit of \$1,500 shall be made when the demolition is of commercial and industrial structures of one or two stories in height, and containing not more than 10,000 square feet per floor.
5. A deposit of \$2,500 shall be made when the demolition is of commercial and industrial structures of 1 to 3 stories in height, and containing not more than 25,000 square feet floor space.
6. A deposit of \$5,000 shall be made when the demolition is of commercial and industrial structures of more than 3 stories in height, and/or containing over 25,000 square feet per floor.

105.8.1.3 Exceptions.

Where a permit is for demolition under condemnation by a sovereign, either federal, state, or municipal, the above deposit or bond may be waived by the Code Official.

105.8.2 Liability Insurance.

105.8.2.1 Every Registered and/or Licensed Contractor, acting as a contractor as listed below, shall be required to file with the Code Official an insurance policy issued by an incorporated insurance company licensed to do business in Tennessee with an office or agent located in Shelby County. The policy must cover the Registered and/or Licensed Contractor, their employees, and the City of Bartlett with liability insurance providing a minimum coverage of \$150,000 per person, and \$500,000 for any one occurrence of bodily injury and for property damage to the extent of \$150,000 per accident. Such insurance policy shall specify (one of the following) in its coverage:

Building Movers Contractor: Such insurance policy shall specify moving of buildings as the purpose and coverage.

Demolition Contractor: Such insurance policy shall specify demolition as the purpose and coverage.

Electrical Contractor: Such insurance policy shall specify installing, erecting, altering, or repairing electric wiring, conductors, materials, machinery, apparatus, or systems used for the transmission of electrical current for electrical light, heat, power, control, or signaling purposes in its coverage.

BUILDING CODE**105.8.2.2 Insolvency or Bankruptcy.**

Such policy shall provide that the insolvency or bankruptcy of the assured shall not relieve the company from payment of damages for injuries or death sustained or loss occasioned within the provisions of the policy.

105.8.2.3 Cancellation.

Such policy shall further provide that it may not be cancelled unless the Code Official is given at least 30 days written notice, sent by registered mail, prior to the cancellation date.

105.8.2.4 Exception.

A property owner of record shall not be required to file with the Code Official proof of liability insurance when demolishing his own residential building, provided such building is not more than two stories in height and contains not more than two living units.

105.8.3

It shall be the duty of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, gas, mechanical or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning registration and/or licensing which the applicable governing authority may have adopted.

105.8.4 Vehicle used by Gas, Mechanical, and Plumbing Contractors to have signs-Identifying Ownership

105.8.4.1 All trucks and similar vehicles used by gas, mechanical, and plumbing contractors or their employees shall be conspicuously displayed on the body of both sides of said vehicles, in any color or contrast to the color of the vehicle's body, the following identification: the full name of the firm to which it belongs, in lettering at least 2 inches high on the top line, and the wording MSC in lettering at least 1 ½ inches high on the second line.

105.8.4.2 In the event a contractor obtains a vehicle for temporary use, he will be permitted to identify said vehicle by placing on it, in a clearly visible position on both sides, a temporary sign or decal letters which may be easily removed. Said temporary sign or letters shall conform to the same requirements as the permanent lettering described hereinabove.

105.8.5 Contractors shall comply with the State of Tennessee Contractors License Law & Rules and Regulations: TCA, Title 62 Chapter 6.

BUILDING CODE**ADD to end of Section 107.3.4 the following:**

The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

1. All Group A, E, and I Occupancies.
2. Buildings and Structures three stories or more high.
3. Buildings and Structures 5,000 square feet (465 m²) or more in area.

EXCEPTION: One and Two family buildings, regardless of size, shall require neither a registered architect or engineer, nor a certification that an architect or engineer is not required unless required by the Code Official.

ADD Section 109.7 as follows:**109.7 Permit Requirements.**

All contractors that do work in the City limits of Bartlett are required to have a State of Tennessee Contractors license for work valued at \$25,000 dollars or greater. Value of the Building Permit is to include the value of all aspects of the project (i.e. plumbing, electrical, mechanical, gas, and design).

ADD Section 110.3.10.1 thru 110.3.10.4 as follows:**110.3.10.1 Electrical**

1. **Underground Inspection:** To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. **Rough-in Inspection:** To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. **Temporary Electrical Final Inspection:** To be made after one (1) or more circuits are completed and no unfinished circuits are connected.
4. **Final Inspection:** To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

110.3.10.2 Plumbing

1. **Underground Rough-In Inspection:** To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. **Top Out Inspection:** To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. **Final Inspection:** To be made after the building is complete, all plumbing fixtures are in place and properly connected and the structure is ready for occupancy.

BUILDING CODE

110.3.10.3 Mechanical

1. **Underground Inspection:** To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. **Rough-In Inspection:** To be made after the roof, framing, fire blocking and bracing are in place and all ducting and other concealed components are complete, and prior to the installation of insulation of wall or ceiling membranes.
3. **Final Inspection:** To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

110.3.10.4 Gas

1. **Rough-In Inspection:** To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
2. **Temporary Gas Final:** To be made after all piping authorized by the permit has been installed and concealed by sheetrock, or other materials, and after one (1) or more fixtures or gas appliances have been connected.
3. **Final Inspection:** to be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to insure compliance with all the requirements of the Technical Codes and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

ADD Section 110.7 and 110.8 as follows:**110.7 Re-inspection Fee for Excessive or Repeat Inspection Calls.**

When an inspector rejects an inspection of part or all of a building, electrical, gas, mechanical, and/or plumbing system or equipment due to the work being in violation or incomplete, or no plainly visible street address is posted on the job site, an additional fee shall be as set forth in the Fee Ordinance and charged for re-inspection of the same infraction and each re-inspection thereafter until the infraction is corrected.

110.8 See Fee Schedule for Re-Inspection Fees.**ADD Section 111.5 thru 111.5.4 as follows:****111.5 Street Numbers for Buildings and Lots.****111.5.1 Required.**

Every main entrance to every building, suite (each tenant space), and every lot fronting upon any street within Bartlett shall bear and be known by an official street number assigned by Memphis Light, Gas and Water Division.

111.5.2 No Fractional Numbers Allowed.

There shall be no fractional street numbers.

BUILDING CODE**111.5.3 Attaching, Stenciling, or Painting Numbers on Buildings.**

Every person owning or occupying any house or building fronting on any street in Bartlett shall, prior to occupancy, have the proper number attached to, stenciled, or painted on, the front part of such house or building, over, on, or by a main entrance in such manner that the number shall be plainly visible from the street. Such street numbers shall conform with this Section. If, because of the setback of the house or building, or for any other reason, the number cannot readily be seen from the street, then the occupancy shall, in addition to the provision above, position the numbering so that it is clearly visible from the street.

111.5.4 Display of Incorrect Number.

It shall be unlawful for any person to display any false or incorrect house or lot number knowingly and willfully or with the intention to deceive another person.

DELETE Section 113.1 and replace with the following:**113.1 Code Appeals Board.**

The Code Appeals Board is the board for the City of Bartlett.

ADD the following to Section 202:

International Electrical Code-Whenever the word “International Electrical Code” is used in this code herein adopted, it shall mean the 2017 National Electrical Code (NEC) with Local Amendments and will be known as the Electrical Code of the City of Bartlett, Tennessee Technical Codes.

International Building Code-Whenever the word “International Building Code” is used in this code herein adopted, it shall mean the 2021 International Building Code with Local Amendments and will be known as the Building Code of the City of Bartlett, Tennessee Technical Codes.

International Fuel Gas Code-Whenever the word “International Fuel Gas Code is used in this code herein adopted, it shall mean the 2021 International Fuel Gas Code with Local Amendments and will be known as the Fuel Gas Code of the City of Bartlett, Tennessee Technical Codes.

International Mechanical Code-Whenever the word “International Mechanical Code” is used in this code herein adopted, it shall mean the 2021 International Mechanical Code with Local Amendments and will be known as the Mechanical Code of the City of Bartlett, Tennessee Technical Codes.

International Plumbing Code-Whenever the word “International Plumbing Code” is used in this code herein adopted, it shall mean the 2021 International Plumbing Code with Local Amendments and will be known as the Plumbing Code of the City of Bartlett, Tennessee Technical Codes.

BUILDING CODE

International Existing Building Code-Whenever the word “International Existing Building Code” is used in this code herein adopted, it shall mean the 2021 International Existing Building Code with Local Amendments and will be known as the Existing Building Code of the City of Bartlett, Tennessee Technical Codes.

International Code Council A117.1-2017 Accessibility Code-Whenever the word “International Code Council A117.1-2017 Accessibility Code” is used in this code herein adopted, it shall mean the 2017 International Code Council A117.1-2017 Code with Local Amendments and will be known as the Accessibility Code of the City of Bartlett, Tennessee Technical Codes.

ADD Section 708.4.1.1 as follows:

708.4.1.1 Concealed spaces in the mall roof/ceiling assembly and floor/ceiling assembly shall be separated from the adjoining tenant spaces and concealed spaces above storefront entries and the mall.

ADD Section 708.5.1 as follows:

708.5.1 Private Balconies.

On private exterior balconies with less than 50% open perimeter and constructed of combustible construction, tenant separation requirements at the balcony floor shall be maintained.

ADD to Section 903.1.2 as follows:

903.1.2 All structures exceeding 10,000 square feet are required to have an automatic fire sprinkler system installed. See Bartlett Ordinance Title 12, Chapter 8.

ADD Section 1808.1.1 as follows:

Accessory structures 400 square feet or greater require a footing/foundation with an engineer confirming its compliance with the current code as adopted. Engineer’s verification must be signed, sealed, and dated. Submittal to the Code Enforcement Department is required.

ADD SECTION 1808.7.2.1 as follows:

1808.7.2.1 Retaining Walls.

Retaining walls 36 inches or taller shall be designed to ensure stability against overturning, sliding, excessive foundation and water uplift. Retaining walls shall be designed for a safety factor of 1.5 against lateral sliding and overturning. Retaining walls are required to be designed by an Engineer and supporting documentation submitted to Code Enforcement prior to the installation of any retaining wall. Retaining walls 36 inches or taller shall not be constructed out of wood. The height of the wall shall be measured from the top of the footing to the top of the highest portion (top) of the wall.

BUILDING CODE

DELETE 1st SENTENCE OF SECTION 1809.4 and REPLACE with the following:

1809.4 Depth of Footings-The minimum depth of footings below the undisturbed ground surface shall be 13 inches (331 mm).

ADD Section 3009 as follows:**3009 Special Provisions for Amusement Services****3009.1 Visual Inspections and NAARSO Amusement Inspection Required.**

The City of Bartlett Code Enforcement inspection of amusement rides shall consist of a visual inspection of fencing, entrances, exits, blocking, and a cursory observation of electrical services. Owner/Operator shall also be required to provide a report of a NAARSO inspection to the City of Bartlett Code Enforcement prior to the commercial operation of the amusement ride at that location.

3009.1.1 Technical Information.

Providing all Technical Information and conducting all testing required by manufacturer is the responsibility of the amusement device owner. This information shall be presented to the City of Bartlett Code Enforcement before the operation of the amusement device. A daily maintenance and safety check shall be available upon request by the City of Bartlett Code Enforcement.

3009.2 Amusement Device Operator.

Amusement devices shall be in the charge of competent persons of sound mind who shall have attained the age of 18 years.

3009.3 Inspection of Amusement Devices.

Amusement devices shall be inspected by NAARSO Certified Inspector before the season or engagement period opens and/or at least once a year. A copy of such report shall be supplied to the Code Official.

DELETE SECTION 3107.1 in its entirety and REPLACE with the following:

3107.1 Signs shall be designed, constructed and maintained in accordance with the City of Bartlett sign code ordinances and this code.

ADD Sections 3303.8 thru 3303.19 as follows:**3303.8 Demolition of Buildings****3303.9 Demolition Permits.**

The standards set forth in this section shall apply to the demolition of buildings or structures for which a permit is required.

3303.10 Definition.

Demolition-the act of razing, dismantling, or removal of a building or structure, or portion thereof to the ground level.

3303.11 Time Limit.

Notwithstanding the provision of 105.3, the Code Official may impose a time limit as an additional condition of a permit for completion of demolition work once such work shall have commenced, provided that for cause one or more extensions of time, for periods not exceeding thirty (30) days each, may be allowed in writing by the Code Official.

3303.12 Standards**3303.12.1 Limit Unsafe Working Conditions.**

Demolition work having commenced shall be pursued diligently and without unreasonable interruption with due regard to safety. It is the intent of this section to limit the existence of an unsafe condition or nuisance on the premises during the period of demolitions operations.

3303.12.2 Fill Lot to Grade.

Any surface holes or irregularities, wells, septic tanks, basements, cellars, swimming pools, sidewalk vaults, or coal chutes remaining after demolition of any building or structure shall be removed and/or filled with material as approved by the Code Official, and shall be graded in such manner that will provide effective surface drainage.

3303.12.3 Remove Debris.

All debris and accumulation of material resulting from demolition of any building or structure shall be removed from the premises.

3303.12.4 Seal Sewer Pipes.

All building sanitary sewers shall be effectively plugged with concrete 18 inches below grade or as may be required by the Code Official.

3303.12.5 Dust Control.

Except where there is adequate space, or approval has been granted by the Code Official, the demolition of a multi-story building by other than explosive means shall proceed with the complete removal of one story at a time. In the demolition of any building other than by explosive means, story after story shall be removed and shall be properly wet to alleviate any dust.

BUILDING CODE**3303.12.6 Proper Demolition Procedures.**

No wall, chimney, or other construction shall be allowed to fall in mass on an upper floor. Bulky material, such as beams and columns, shall be lowered and not allowed to fall. When any building over one story in height is demolished, precautions for protecting the public shall be taken as prescribed in Chapter 33.

3303.13 Inspections.

In lieu of the inspections required by 105.6, the Code Official or his/her designee shall make the following inspections upon notification from the permit holder or his agent:

1. **Initial Inspection:** To be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or remain after demolition operations.
2. **Final Inspections:** To be made after all demolition work is completed.

3303.14 Permits**3303.14.1 Required.**

No person, firm or corporation shall wreck, demolish, or raze any building or structure within the City of Bartlett without first obtaining a permit from the City of Bartlett Code Enforcement office. Such permit shall be issued only to a person, firm or corporation licensed as a demolition contractor in accordance with the provisions of the Technical Codes and they shall obtain a Bartlett Business License.

EXCEPTION: A permit may be issued to the property owner of record for demolition of his own residential building if such building is not more than two stories in height and contains not more than 5,000 square feet per floor. The property owner shall be required to make affidavit in his application for a permit and that he shall personally supervise all demolition and cleanup of the site for which the permit was issued.

3303.14.2 Application For a Permit.

Application for a demolition permit shall be made by the owner of the building or structure, or authorized agent of the owner, or by a licensed demolition contractor employed by the owner.

The full names and addresses of the owner, applicant, and responsible officers, if the owner is a corporate body, shall be stated, and the application shall be signed by the owner and the demolition contractor.

3303.14.3 Approval of Permit.

The Code Official shall cause to be examined all applications for permit within a reasonable time after filing. If the proposed work conforms to the requirements of the Section, regarding proof of liability insurance and posting of necessary deposit, the Code Official shall issue a permit therefore as soon as practical. Each permit to raze a building shall name the owner of the property to be razed and the person performing the razing for or on behalf of such owner, and such permit shall be valid only as long as the razing work authorized by it is actually performed by or under the supervision of the person named thereon as being the person to perform such work. It shall be a misdemeanor for any person to perform work in connection with the razing of a building under the purported authority of a permit, which does not name him as the person to perform such work.

BUILDING CODE**3303.14.4 Time Limitations.**

Each permit shall set forth a definite number of days in which demolition work shall be completed and the premises cleaned as required hereinafter. An extension of time may be granted by the Code Official for good cause.

3303.14.5 Service Connections.

Before a structure can be demolished or removed, the owner or agent shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. A permit to demolish or remove a structure shall not be issued until a release is obtained from the utilities stating that their respective service connections and appurtenant equipment have been removed and plugged in a safe manner. Sewer lines shall be capped in an approved manner, approximately 18 inches below grade, by the demolition contractor. A capped sewer line shall not be covered until it has been inspected. If covered, the contractor shall expose the cap for inspections.

ADD Section 3304.1.5 as follows:**3304.1.5 Grading and Drainage.**

Slopes of filled dirt shall not encroach upon side property lines and shall not change the design flow of surface water. A final drainage plan shall be submitted at the time of permit application submittal.

3315.1 Prohibitions.

No structure or portion thereof being demolished or declared to be dangerous or unsafe shall be thrown, pulled or blasted, unless special approval is given by the Code Official.

3315.2 Control of Dust.

All material and rubbish apt to produce dust must be kept wet or covered to prevent its being blown by the wind.

3315.3 Approval of Debris Disposal.

All demolition debris must be disposed of in a place approved by the governing authority.

3316 Treatment of Party Walls**3316.1 Masonry Walls.**

When any building or other structures is demolished so as to expose any party wall which forms a part of the building or other structure upon which any of the aforesaid operations are being performed, the permit holder shall repair and restore any flashing of adjoining property which is broken or damaged during such operations, and shall fill from the exposed side of such party wall any and all holes. He shall also install such new flashing as may be required to protect any vertical joints exposed by his demolition operations.

BUILDING CODE**3316.2 Non-Masonry Walls.**

Where party walls are of other than masonry construction, such walls shall be restored and weather proofed in accordance with the requirements of the building code for exterior walls of the particular type of construction involved. All such party walls shall be faced with material commonly used, or exterior finish identical to, or as closely resembling as practicable, the facing material of the other exterior walls of the building left standing, and shall be painted or otherwise finished in a manner similar to other parts of the building.

3317 Protection of Open Pits and Holes.

Demolition shall be properly protected with barricades and warning lights, as directed by the Code Official, until such time as they can be properly filled to grade. All excess materials, rubbish, and debris shall be removed from the premises.

3318 Treatment of Lot After Building Demolished or Removed**3318.1 Leveling.**

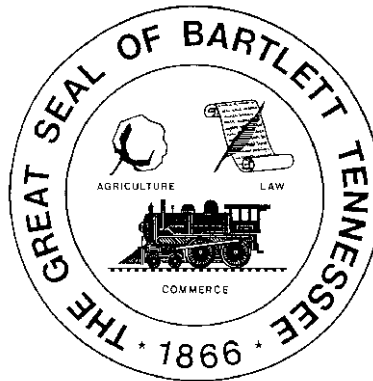
When a structure of building is demolished or removed, all walls, except party walls, including foundations and basement walls located on the lot involved in razing operation, shall be reduced to a level of the final grade. Excavations, holes, and depressions shall be filled and leveled to provide a final grade, which will affect good drainage. The finished surface of the lot shall be free of holes and depressions, which could accumulate water or be hazardous to pedestrians. All grade slabs shall be removed from the site.

3318.2 Fill.

No materials other than clean earth shall be used in filling depressions and grading the site. All excess earth, brick, lumber, and other building materials and debris shall be removed from the site, and the premises shall be left in a safe, clean, and sanitary condition.

3319 Failure to Clean Premises.

Failure of a person, firm, or corporation to comply with the provisions dealing with the cleaning of premises shall be sufficient cause to withhold a demolition contractor's privilege of obtaining demolition permit until there has been compliance with the cleaning provisions, and may be considered a misdemeanor offense and subject to fines and related costs. Repeated failure to properly clean premises shall be cause for suspension or revocation of a contractor's license



**CITY OF BARTLETT
AMENDMENTS
TO THE

2021
INTERNATIONAL
FUEL GAS
CODE**

Attachment: 2021 IFGC CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

FUEL GAS CODE

When adopting the 2021 International Fuel Gas Code, the following Appendices will also be adopted: A, B, & C.

AMEND Section 101.1 as follows:

101.1 Title.

These regulations shall be known as the Fuel Gas Code of the City of Bartlett TN, hereafter referred to as “this code.”

AMEND Section 103.1 as follows:

103.1 Creation of agency. The City of Bartlett, TN Code Enforcement Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

AMEND Section 106.1 as follows:

106.1 When permit required. A licensed *Mechanical Contractor* or *Plumbing Contractor* who desires to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, or to erect, install, remove, convert or replace any fuel gas system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

AMEND Section 202 as follows:

Code Official. Whenever the term “*Code Official*” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Director of the City of Bartlett Construction Code Enforcement.

Board of Appeals. Whenever the term “Board of Appeals” is used in the City of Bartlett Fuel Gas Code herein adopted, it shall mean the Code Appeals Board of Bartlett, Tennessee.

Building Department. Whenever the term “Building Department” is used in the technical codes herein adopted, it shall mean the Office of Construction Code Enforcement of Bartlett, Tennessee.

Building Official. The officer or the other designated authority, or their duly authorized representative, charged with the administration and enforcement of the technical codes.

Chief Appointing Authority. Whenever the term “Chief Appointing Authority” is used in the technical codes herein adopted, it shall mean the Mayor of the City of Bartlett, Tennessee.

FUEL GAS CODE

City Municipality or Governing Body. Whenever the word “City” or “Municipality” or “Governing Body” is used in the technical codes herein adopted, it shall mean the City of Bartlett, Tennessee.

International Building Code. Whenever the words “International Building Code” are used in the codes herein adopted, they shall mean the 2021 International Building Code with the City of Bartlett TN amendments.

International Electrical Code. Whenever the words “International Electrical Code” are used in the codes herein adopted, they shall mean the 2017 National Electrical Code (NEC) with the City of Bartlett TN amendments.

International Fuel Gas Code. Whenever the words “International Fuel Gas Code” are used in the codes herein adopted, they shall mean the 2021 International Fuel Gas Code with the City of Bartlett TN amendments.

International Mechanical Code. Whenever the words “International Mechanical Code” are used in the codes herein adopted, they shall mean the 2021 International Mechanical Code with the City of Bartlett TN amendments.

International Plumbing Code. Whenever the words “International Plumbing Code” is used in the codes herein adopted, they shall mean the 2021 International Plumbing Code with the City of Bartlett TN amendments.

International Residential Code. Whenever the words “International Residential Code” is used in the codes herein adopted, they shall mean the 2018 International Residential Code with the City of Bartlett TN amendments.

Mechanical Contractor. Whenever the term “Mechanical Contractor” is used in the Technical Codes herein adopted, it shall mean a contractor who holds a current Mechanical license issued by State of Tennessee or Shelby County Construction Code Enforcement.

Plumbing Contractor. Whenever the term “Plumbing Contractor” is used in the Technical Codes herein adopted, it shall mean a plumbing contractor who holds a current license issued by State of Tennessee or Shelby County Construction Code Enforcement.

Workmanship. Workmanship shall mean that the fuel gas system be installed uniform in slope, plumb, and level (as required) without stress or strain to piping or structure as required by Other sections of the Code. Valves, pipes and fitting shall be installed in correct relationship to the direction of flow.

FUEL GAS CODE

ADD Section 301.3.1 as follows:

301.3.1 Approval installation of listed or unlisted equipment. All listed appliances and equipment shall be installed in accordance with their listings. All unlisted appliances and equipment shall be installed in accordance with the manufacturer's instructions, the gas codes, and the gas official. All appliances shall be equipped with a gas appliance pressure regulator which will satisfactorily limit the gas supply pressure, unless not required by the appliances listing.

ADD Section 301.12.1 as follows:

301.12.1 Seismic Protection for Gas Piping. A seismic-letter will be required for gas piping installation.

AMEND Section 301.15 as follows:

301.15 Prohibited Locations. The *appliances, equipment,* and systems regulated by this code shall not be located in an air duct, clothes chute, chimney or vent, ventilating duct dumbwaiter or elevator shaft.

Exception: Where the *code official* finds that it is impossible to avoid installing gas piping through or in building duct system for heat, ventilating or air conditioning system, the gas pipe may be installed in a casing of non-combustible, rigid gas tight material.

ADD Section 301.15.1 as follows:

301.15.1 Plenums. Gas piping shall be prohibited in plenum spaces unless such spaces are accessible. This provision shall not apply to gas piping in non-plenum concealed locations. Shut off valves, union shut off valves, or unions for gas piping shall be prohibited in all concealed locations and all spaces used as plenums.

ADD Section 305.4.1 as follows:

305.4.1 Gas utilization equipment. Gas utilization equipment may be installed in a repair garage when there is no dispensing or transferring of liquefied petroleum gas or other flammable liquids, provided all burners, burner flames, and burner ignition devices are located not less than 18 inches above the floor, and provided continuous mechanical ventilation is supplied at a rate of not less than one cubic foot per minute per square foot of floor area. For installations in below-grade areas, an approved means shall be provided for introducing an equal amount of outdoor air. The equipment and the ventilation system shall be interlocked so the equipment will not operate unless the ventilation system is in operation. Gas utilization equipment shall be located or protected so it is not subject to physical damage by a moving vehicle.

FUEL GAS CODE

ADD Section 306.1.1 as follows:

306.1.1 Access and service space. Only a permanent access ladder, inside stairway, or pulldown stairs shall be used to provide access. Scuttle holes shall not be used as a means of providing access.

ADD Section 401.1.2 as follows:

401.1.2 Medical gas systems. Medical gas systems shall be installed in accordance with the requirements of NFPA 99C gas and vacuum systems.

AMEND Section 401.3 to add the following new sub-section:

401.3.1 Gas safety inspection for out of service locations. No fuel gas system which has been out of service for 365 consecutive days or more on residential property or 90 consecutive days or more on commercial property shall be used without a successful safety inspection conducted by the City of Bartlett TN Construction Code Enforcement. An inspection will be made once a licensed and registered gas contractor has obtained a permit for the required test and/or repairs and requested the safety inspection.

ADD Section 401.5 #1 as follows:

401.5 #1 Identification and labeling. All indoor and outdoor piping with a line pressure of 2 psi or higher shall be labeled with amount of pressure within the pipe. Labels shall not be spaced more than 20 feet apart.

ADD Section 402.3 #4 - #5 as follows:

4. When the gas pressure is 0.5 pounds per square inch or less, all consumer gas pipe from the point of delivery of the first branch in the house piping shall not be less than 1 inch in diameter. The minimum size of pipe outlets shall be ½ inch.

5. In CSST piping systems, ½ inch tubing allowed if sized to manufacturer specification.

ADD Section 402.6 #9 as follows:

9. All gas piping up with a line pressure up to 2 psi can be screwed or welded. All gas piping 5 psi or greater shall be welded. All gas piping over 2 inches shall be welded.

Exception: Three fittings at cut off valve to regulator on 5 psi systems.

FUEL GAS CODE

ADD Section 403.3.3.1 as follows:

403.3.3.1 Approval. Copper, copper alloy, and aluminum tubing or piping shall be used only for specialty use on natural gas with prior approval by the *code official*.

ADD Section 403.3.2.1 as follows:

403.3.2.1 Approval. Schedule 10 steel piping allowed only with prior approval from the *code official*.

ADD Section 403.10.1 #1 as follows:

1. The use of welded steel fittings either shop, field fabricated or manufactured commercially for connecting pipe and fittings by welding is permissible. 2 psi piping systems may be screwed or welded. 5 psi piping systems shall be welded.

AMEND 403.9.5 #1 as follows:

1. Threaded fittings in sizes larger than 2 inches (51 mm) shall not be used.

ADD 403.10.4 #10 as follows:

10. Fittings (except stopcocks and valves) shall be malleable iron or steel when used with steel or wrought iron pipe and shall be copper or copper alloy when used with copper or copper alloy pipe or tubing. The use of welded steel fittings, either shop or field fabricated and connecting of pipe and fittings by welding is permissible.

ADD 403.10.4 #11 as follows:

11. No bushings allowed on interior gas piping unless approved by manufacturer of equipment being installed.

ADD 404.5.1 as follows:

404.5.1 Trailer park piping. Where information is not available on the location of the trailer supply connection, the gas riser to each trailer site should be placed in the rear one third section of the site and not less than 18' from the roadside wall of the trailer. It shall be located and protected or supported so as to minimize the likelihood of damage by moving vehicles. When the gas pressure at the terminal of the gas riser at each trailer site is .5 psig or less, the minimum size of the gas piping shall be 1 inch for other than undiluted liquefied petroleum gases.

FUEL GAS CODE

ADD 404.5.2 as follows:

404.5.2 Connection of house trailer. Piping shall not be installed underground beneath manufactured homes or house trailers. Trailers shall be connected to the gas piping system with rigid pipe or listed connections of adequate size and installed so as to be protected against physical damage.

ADD Section 404.6.1 as follows:

404.6.1 Piping in solid floors. No threaded connectors may be used on piping in solid floors.

ADD Section 404.9.1 as follows:

404.9.1 Protection of above ground piping. All gas piping exposed to outside weather shall be protected with approved paint coatings to prevent corrosion.

ADD Section 404.12.2 as follows:

404.12.2 Separation from underground electrical. Underground gas piping shall maintain a minimum of 12 inches of separation where buried in the same ditch as direct-burial conductors, raceways, conduits, etc.

AMEND Section 406.4.1 as follows:

406.4.1 Method of Testing. Low pressure (not in excess of 2 psi gauge) gas piping shall withstand a pressure of 10 psig without showing any drop in pressure. All high pressure gas piping must have a minimum of 30 psig test.

ADD Section 409.1.4 as follows:

409.1.4 Location of shut-off valves. Outlets for individual manufactured homes or trailers shall be provided with a readily accessible manual shut-off valve located outdoors at the trailer. Trailers shall be connected to the gas piping system with rigid pipe or listed connections for adequate size and installed so as to be protected against physical damage.

ADD 409.5.1.1 as follows:

409.5.1.1 Fireplace logs and starters. All fireplace logs and starters must be installed according to their listings and have a readily accessible manual shutoff valve within reach of and extraneous to the fireplace. A manual main shutoff valve shall be installed ahead of all controls including the pilot gas valve.

FUEL GAS CODE**AMEND Section 411.1 #10 and #11 as follows:**

10. Flexible connectors used outdoors shall be listed for outdoor use. Flexible connectors used in fireplace fireboxes shall be approved for such use or be stainless steel.

11. Connectors shall have an overall length not to exceed 18 inches except for range and domestic clothes dryer connectors, which shall not exceed 3 feet in length. Connectors shall not be concealed within, or extended through walls, floors, partitions, ceilings or appliance housing. A shutoff valve not less than the nominal size of the connector shall be installed ahead of the connector in accordance with Section 409.5. Connectors shall be sized to provide the total demand of the connected appliance.

ADD Section 501.10.1 as follows:

501.10.1 Room exhausters and appliance blowers. A fan or blower shall not be discharged into any vent, chimney or vent connector into which a gas appliance is vented by natural draft.

AMEND Section 503.10.2.3 as follows:**503.10.2.3 Residential type appliance connectors**

Where vent connectors for residential type appliances are not installed in attic or other unconditioned spaces, connectors for listed appliances having draft hoods and for appliances having draft hoods and equipped with listed conversion burners shall be one of the following:

1. Type B or Type L Vent Material
2. Delete
3. Delete
4. Delete
5. Delete
6. A Listed Vent Connector

Vent connectors shall not be covered with insulation.

Exception: Listed insulated vent connectors shall be installed according to the terms of their listing.

ADD Section 603.2 as follows:**603.2 Log starters**

Log starters shall have support installed on end of starter.

FUEL GAS CODE**ADD Section 624.1.2 Water Heaters as follows:**

624.1.2 Prohibited installations. Water heaters, with the exception of those having direct vent systems, shall not be installed in bathrooms and bedrooms or in a closet with access only through a bedroom or bathroom. However, water heaters of the automatic storage type may be installed as a replacement in a bathroom, when specifically authorized by the *code official*, providing they are properly vented and are supplied with adequate combustion air.

Exception: When a closet, having a weather stripped solid door an approved door closing device, has been designed exclusively for the water heater and where all air for combustion and ventilation is supplied from outdoors.

ADD Section 624.1.3 thru 624.1.4 as follows:

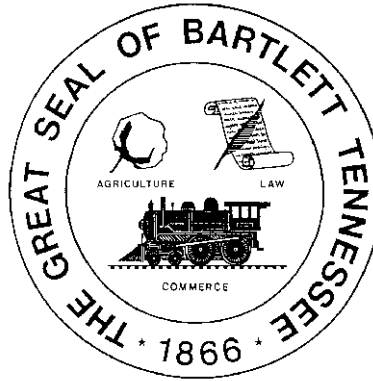
624.1.3 Water heater location. Water heaters shall be located as close as practical to the vent.

624.1.4 Installation in garages prohibited.

Gas fired water heaters or central furnaces shall not be installed in residential garages. Combustion air ducts shall not terminate in a residential garage. Doors in garages, accessing gas fired appliances in closets, furnace rooms etc. shall be weather stripped to provide an air tight seal which will prevent gasoline vapors from entering the appliance closet or room. Appliances shall be installed a minimum of 18 inches above ground level.

ADD Section 628.5 as follows:

628.5 Shutoff. All illuminating gas appliances must have an accessible manual shut off valve within reach of and extraneous to the appliance.



CITY OF BARTLETT

MECHANICAL CODE
AMENDMENTS
TO THE

2021

INTERNATIONAL
MECHANICAL CODE

Attachment: 2021 IMC CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

MECHANICAL CODE

AMEND Section 101.1 as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Bartlett TN, hereafter referred to as “this code.”

AMEND Section 103.1 as follows:

103.1 Creation of agency. The City of Bartlett, TN Code Enforcement Department is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

AMEND Section 106.1 as follows:

106.1 Permit required. A licensed *Mechanical Contractor* who desires to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, or to erect, install, remove, convert or replace any mechanical system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

AMEND Section 202 as follows:

Board of Appeals. Whenever the term “Board of Appeals” is used in the City of Bartlett Mechanical Code herein adopted, it shall mean the Code Appeals Board of Bartlett, Tennessee.

Building Department. Whenever the term “Building Department” is used in the technical codes herein adopted, it shall mean the Office of Code Enforcement of Bartlett, Tennessee.

Building Official. The officer or the other designated authority, or their duly authorized representative, charged with the administration and enforcement of the technical codes.

Chief Appointing Authority. Whenever the term “Chief Appointing Authority” is used in the technical codes herein adopted, it shall mean the Mayor of the City of Bartlett, Tennessee.

City Municipality or Governing Body. Whenever the word “City” or “Municipality” or “Governing Body” is used in the technical codes herein adopted, it shall mean the City of Bartlett, Tennessee.

Code Official. Whenever the term “Code Official” is used in the City of Bartlett Mechanical Code herein adopted, it shall mean the Director of the City of Bartlett Code Enforcement.

MECHANICAL CODE

International Building Code. Whenever the words “International Building Code” are used in the codes herein adopted, they shall mean the 2021 International Building Code with City of Bartlett TN amendments.

International Electrical Code. Whenever the words “International Electrical Code” are used in the codes herein adopted, they shall mean the 2017 National Electrical Code (NEC) with City of Bartlett TN amendments.

International Fuel Gas Code. Whenever the words “International Fuel Gas Code” are used in the codes herein adopted, they shall mean the 2021 International Fuel Gas Code with City of Bartlett TN amendments.

International Mechanical Code. Whenever the words “International Mechanical Code” are used in the codes herein adopted, they shall mean the 2021 International Mechanical Code with City of Bartlett TN amendments.

International Plumbing Code. Whenever the words “International Plumbing Code” is used in the codes herein adopted, they shall mean the 2021 International Plumbing Code with City of Bartlett TN amendments.

International Residential Code. Whenever the words “International Residential Code” is used in the codes herein adopted, they shall mean the 2018 International Residential Code with City of Bartlett TN amendments.

Mechanical Contractor. Whenever the term “Contractor” is used in the Technical Codes herein adopted, it shall mean a contractor who holds a current Mechanical license issued by State of Tennessee or Shelby County Construction Code Enforcement.

State of Tennessee Licensed Plumbing Contractor. Defined as a Contractor licensed by the State of Tennessee who is not required to have a journeyman plumber or apprentice plumber on the job site. Also, employees are not required to be registered.

Workmanship. Workmanship shall mean that the mechanical system be installed uniform in slope, plumb, and level (as required) without stress or strain to piping or structure as required by Other sections of the Code. Valves, pipes and fitting shall be installed in correct relationship to the direction of flow.

ADD Section 106.3.1 as follows:

106.3.1 Structural Inspection.

Upon replacement of a roof top unit in excess of 5 tons of cooling for commercial businesses, a letter from a registered structural design professional is required to verify the new load is within tolerance of the existing structure.

MECHANICAL CODE

ADD Section 301.10.1 as follows:

301.10.1 Location for Power Interruption. Means for interrupting the electrical supply to the air conditioning/heating equipment or to its associated cooling tower shall in no case be installed farther than 6 feet from the service side of the equipment.

ADD Section 301.15.1 as follows:

301.15.1 Seismic Protection of Mechanical Systems. Engineered letter is required for installation of seismic restraints on mechanical systems.

ADD Section 304.6.1 as follows:

304.6.1 Installation in garages. Gas-fired water heaters or central furnaces shall not be installed in residential or public garages. Combustion air ducts shall not terminate in a residential or public garage. Doors in garages accessing gas fired appliances in closets, furnace rooms, etc. shall be weather stripped to provide an air tight seal which will prevent gasoline vapors from entering the appliance closet or room.

ADD Section 306.3.2 as follows:

306.3.2 Accessibility. Attics **containing mechanical equipment** shall be accessible by a pull-down stairway, permanent ladder or permanent stairway.

ADD Section 301.10.1 and 301.10.2 as follows:

301.10.1 Mechanical equipment disconnect. The disconnecting means for heating, air conditioning and refrigeration equipment shall in no case be installed farther than 6 feet (1.83 M) from the service side of the equipment.

301.10.2 Mechanical equipment service receptacle requirements. A 120 volt, single phase, 15 or 20 ampere rated receptacle outlet shall be installed within 25 feet (7.62 M) of the service side of the heating, air conditioning and refrigeration equipment.

ADD Section 307.2.1.1 thru 307.2.1.3 as follows:**307.2.1.1 Condensate discharge.**

Exception: A roof top unit shall not spill on a roof unless there is a minimum of 350 square feet of roof area per ton of cooling capacity. The condensate discharge on the surface of the roof shall be a minimum of 40 feet from the nearest roof drain, gutter or downspout. **This will only be allowed for existing systems only.**

307.2.1.2 Alternate condensate disposal. When the condensate drain(s) cannot be connected to the drainage system as determined by the Mechanical Inspector, an alternate method of disposal may be used with prior approval from Mechanical Inspector.

MECHANICAL CODE

307.2.1.3 Air gap. The air gap between the indirect waste and the building drainage system shall be at least twice the effective diameter of the drain served and shall be provided by the following:

- 1) Extending the indirect waste pipe to an open, accessible floor drain, floor sink, or hub drain, which is properly trapped and vented. The indirect waste shall terminate a sufficient distance above the floor level rim to provide the required air gap.
- 2) Mechanical contractor may connect to indirect waste opening provided by plumbing contractor by one of the following:
 - a) A direct connection may be made with an approved flexible coupling.
 - b) Air gaps shall be required between mechanical contractor's drain and waste receptacle in all food handling establishments.

ADD Section 307.2.2.1 as follows:

307.2.2.1 Drain lines. Condensate drain lines shall be ¾ inch minimum with a maximum horizontal run of 2 feet. Any drain exceeding 2 feet shall be a minimum of 1 ¼ inches. No tubing allowed. Contractor shall use approved DWV fittings. ¾ inch drain pan lines shall be allowed to be connected for two drain pans only. Third drain pan shall be installed separately.

ADD to Section 307.2.3 #5 as follows:

5. Install PVC 90 degree elbow at ¾ inch drain pan line horizontal termination to outside.

ADD Section 504.9.2.1 as follows:

504.9.2.1 Underground domestic clothes drying ducts. Under slab dryer ducts shall be smooth wall schedule 40 PVC and terminate 12 inches above the exterior grade.

ADD Section 506.1.1 as follows:

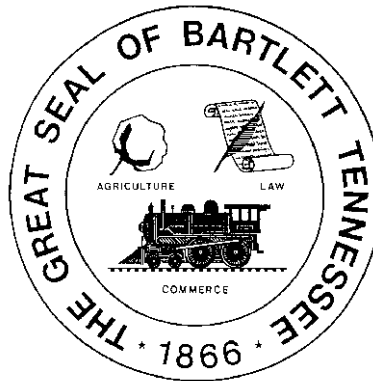
506.1.1 Commercial kitchen hood ventilation system ducts. Commercial kitchen hood ventilation system ducts and exhaust equipment shall comply with Section 506 or the most current edition of NFPA 96.

ADD Exception to 507.1.2.1 as follows:

Exception: Specialty use requesting to use a domestic stove with 4 or less burners with a residential type hood vented to the outdoors with a residential fire suppression system must have prior approval of the Mechanical Inspector.

ADD Section 507.2.2.1 as follows:

507.2.2.1 Spark arresters. All solid fuel cooking equipment must have spark arresters at hood.



**CODE AMENDMENTS
TO THE

2021
INTERNATIONAL
ENERGY CONSERVATION
CODE**

Attachment: 2021 INTL. ENERGY CONSERVATION CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

ENERGY CONSERVATION CODE AMENDMENTS

AMEND Section C101.1 Entitled “Title” as follows:**C101.1 Title**

This code shall be known as the 2021 Bartlett Energy Conservation Code and shall be cited as such. It is referred to herein as “this code.”

AMEND Section C105.2.6 by Removing Requirements on Commissioning of a Building in the Final Inspection so when amended the Section shall read as follows:**C105.2.6 Final Inspection**

The building shall have a final inspection and shall not be occupied until approved. The final inspection shall include verification of the installation and proper operation of all required building controls.

AMEND Section C109.4 Entitled “Failure to Comply” so when amended it shall read as follows:**C109.4 Failure to Comply**

Any person who shall continue any work after having been served with a Stop Work Order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one dollar or more than fifty dollars per day that violation continues.

AMEND Section C301 Entitled “General” so when amended it shall read as follows:**C301 General**

Climate zones in Figure C301.1 or Table C301.1 shall be used in determining the applicable requirements from Chapters 4 and 5.

DELETE Sections C301.3 Entitled “International Climate Zones” and C301.4 Entitled “Tropical Climate Zones” without replacement.**AMEND Table C403.3.2 Entitled “Equipment Efficiency Performance Exceptions for Economizers” by Adding Climate Zone 3A in the same location as 3B for clarity of requirements in the Climate Zone covering the City of Bartlett. When modified the Table shall read as follows:**

ENERGY CONSERVATION CODE AMENDMENTS

Table C403.3.2
EQUIPMENT EFFICIENCY PERFORMANCE EXCEPTIONS FOR ECONOMIZERS

Climate Zones	Cooling Equipment Performance Improvements (EER or IPLV)
2B	10% Efficiency Improvement
3A & 3B	15% Efficiency Improvement
4B	20% Efficiency Improvement

DELETE Section C403.2.11 Entitled “Mechanical System Commissioning and Completion Requirements” in its entirety without replacement, but Reserve the Section for numbering consistency so when amended it shall read as follows:

C403.2.11 – Reserved

DELETE Section C404.11 Entitled “Service Water Heating System Commissioning and Completion Requirements” without replacement.

AMEND Section C403.5 Entitled “Economizers” by adding a New Exception #8 which shall read as follows:

8. Buildings, which due to their size or intended use, and based on an analysis provided by the engineer and satisfactory to the Code Official, will not realize an economic payback on the use of this equipment within a 10 year equipment life assumption.

DELETE Section C404.11 Entitled “Service Water Heating System Commissioning and Completion Requirements” without replacement.

AMEND Section C405.2.3 Entitled “Daylight Response Controls” by adding a New Exception #4 which shall read as follows:

4. Any area or room which classifies as a single daylight control zone which does not have fenestration, either by window or skylight, that exceeds 250 square feet.

DELETE Section C408 Entitled “Maintenance Information and System Commissioning” and All Its Subsections, without replacement.

ENERGY CONSERVATION CODE AMENDMENTS

AMEND Section C502.2 Entitled “Change in Space Conditioning” by Deleting the Existing Provisions and Replacing it as follows:**C502.2 Change in Space Conditioning**

Any nonconditioned space that represents 5% of a commercial building, in which it is located, which is altered to become conditioned space shall be required to be brought into full compliance with this code. The Code Official may look back for two years prior to the application to capture other projects during that time that increased the floor area of conditioned space and total those previously conditioned areas with the proposed project’s area to determine if the applicable area threshold is exceeded.

AMEND Section C502.3 Entitled “Change of Occupancy or Use” so when amended it shall read as follows:**C502.3 General**

Spaces undergoing a change in occupancy, which would result in an increase in demand for either fossil fuel or electrical energy, shall comply with this code. Where the use in a space changes from one use in Table C405.4.2(1) or C405.4.2(2) to another use in the same table, the installed lighting wattage shall comply with Section C405.4.

Exception: Compliance with the requirements of Section C402 (Building Envelope Requirements) is not required unless the change in occupancy or use will increase fuel or energy use by more than twenty five percent (25%) and the renovations include changes to at least twenty five percent (25%) of the building envelope. In such a case, all envelope renovations must incorporate Section C402 requirements to the extent it is not structurally impractical to do so.

AMEND Section C503.3 to add the following Exception 1:

Exception 1: If change in occupancy or use which will increase fuel or energy use requires renovations that are more than 25% of the area of the space then that renovated portion of the building must meet all requirements in Sections C403 (Building Mechanical Systems), C404 (Service Water Heating), and C405 (Electrical Power and Lighting Systems) except compliance with Sections C403 and C404 is waived where HVAC and water heating systems do not serve at least twice the area renovated.

AMEND Section C503.4 to add the following Exception 1:

Exception 1: If change of occupancy or use which will increase fuel or energy use requires renovations that are more than twenty five percent (25%) of the area of the space then that renovated portion of the building must meet all requirements in Section C404 (Service Water Heating) except compliance with Section C404 is waived where heating water systems do not serve at least twice the area renovated.

ENERGY CONSERVATION CODE AMENDMENTS

AMEND Section C503.5 to add the following Exception 2:

Exception 2: If change of occupancy or use which will increase fuel or energy use requires renovations that are more than twenty five percent (25%) of the area of the space then that renovate portion of the building must meet all requirements in Section C405 (Electrical Power and Lighting System).

AMEND Section C505.1 Entitled “Change of Occupancy Or Use” So When Amended It Shall Read as Follows:

C505.1 General. Spaces undergoing a change in occupancy which would result in an increase in demand for either fossil fuel or electrical energy, shall comply with this code. Where the use in a space changes from one use in Table C405.4.2(1) or C405.4.2(2) to another use in the same table, the installed lighting wattage shall comply with Section C405.4.

AMEND Section R101.1 Entitled “Title” so when Amended it shall read as follows:**R101.1 Title**

This code shall be known as the 2021 Bartlett Energy Conservation Code and shall be cited as such. It is referred to herein as “this code.”

DELETE Section R107 Entitled “Fees” and all Subsections under it and Reserve the Section Number so that when amended it shall read:

Section R107 - Reserved

DELETE Section R401.3 Entitled “Certification” without replacement.**REPLACE Table R402.1.2 Entitled “Insulation and Fenestration Requirements by Component” with the Table provided below:**

Table R402.1.2
Insulation and Fenestration Requirements by Component ^a

Climate Zone	Fenestration U-Factor _b	Skylight U-Factor _b	Glazed Fenestration SHGC _b	Ceiling R-Factor	Wood Frame Wall R-Value	Mass Wall R-Value _g	Floor R-Value	Basement Wall R-Value	Slab R-Value & Depth _f	Crawl Space Wall R-Value _c
3	0.50 _g	0.65	0.3	30	13	5/8	19	5/13 _e	0	5/13

ENERGY CONSERVATION CODE AMENDMENTS

Footnotes:

a – R-Values are minimums. *U*-factors and SHGC are maximums. R-19 batts compressed into normal 2X6 framing such that the *R*-Value is reduced by R-1 or more shall be marked with the compressed batt *R*-Value in addition to full thickness *R*-value.

b – The fenestration *U*-factor column excludes skylights. The SHGC column applied to all glazed fenestration.

c – “5/13” means 5-R continuous insulated sheathing on the interior or exterior of the home or R-13 insulation at the interior of the crawl space wall.

d – R-5 shall be added to the required slab edge R-Values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zone 3 for heated slabs.

e – Basement wall insulation shall not be required in warm-humid locations as defined by Figure R301 and Table 301.1.

f – The second R-value applies when more than half the insulation is on the interior of the mass wall.

g – For impact rated fenestration complying with Section R301.2.1.2 of the International Residential Code or Section 1609.1.2 of the International Building Code the maximum *U*-factor shall be 0.65.

AMEND Section R402.2.4 Entitled “Access Hatched and Doors” by Deleting All Language in the Section after the word “Weatherstripped” so that when Amended it shall read as follows:

R402.2.4 Access Hatches and Doors

Access hatches from conditioned spaces to unconditioned spaces such as attics and crawl spaces shall be weatherstripped.

AMEND Section R402.3.3 Entitled “Glazed Fenestration SHGC” by Inserting “45 Square Feet (4.2 M²)” in place of “15 Square Feet (1.4m²)” so when it is Amended the Section shall read as follows:

R402.3.3 Glazed Fenestration Exemption

Up to 45 square feet (4.2M²) of glazed fenestration per dwelling unit shall be permitted to be exempt from the *U*-factor and SHGC requirements in Section R402.1.2. This exemption shall not apply to the *U*-factor alternative approach in Section R402.1.4 and the Total UA alternative in Section R402.1.5.

DELETE Section R402.4.1.2 Entitled “Testing” in its entirety with no replacement.

AMEND Section R402.4.2 Entitled “Fireplaces” by Deleting the phrase “And Outdoor Combustion Air” without replacement so when amended it shall read as follows:

R402.4.2 Fireplaces

New wood-burning fireplaces shall have tight fitting flue dampers or doors. Where using tight-fitting doors on factory-built fireplaces listed and labeled in accordance with UL 127, the doors shall be tested and listed for the fireplace. Where using tight-fitting doors on masonry fireplaces, the door shall be listed and labeled in accordance with UL 907.

ENERGY CONSERVATION CODE AMENDMENTS

DELETE Existing Table R402.4.1.1 Entitled “Air Barriers and Insulation Installation” and Replace it with the following Table below:

**Table R402.4.1.1
Air Barriers and Insulation Installation Component Criteria**

COMPONENT	CRITERIA
Air Barrier and Thermal Insulation	Exterior thermal envelope insulation for framed walls is installed in substantial contact or continuous alignment with the building envelope air barrier. Breaks or joints in air barrier are filled and repaired. Air-permeable insulation is not used as a sealing material. Air-permeable insulation is inside of an air barrier.
Ceiling/attic	Air Barrier in dropped ceiling/soffit is substantially aligned with insulation and any gaps are sealed. Attic access (except unvented attic), knee wall door or drop down stair is sealed.
Walls	Corners and headers are sealed. Junction with foundation and sill plate is sealed.
Windows and Doors	Space between windows/door jams and framing is sealed.
Rim Joists	Rim joints are insulated and include air barrier.
Floors (including above garage and cantilevered floors)	Insulation installed to maintain permanent contact with underside of subfloor decking. Air Barrier is installed at any exposed edge of insulation.
Crawl space walls	Insulation is permanently attached to walls. Exposed earth in unvented crawl space is covered with Class 1 vapor retarder with overlapping joints taped.
Shafts, penetrations	Duct shafts, utility penetrations, knee walls and flue shafts opening to exterior or unconditioned space are sealed.
Narrow cavities	Batts in narrow cavities are cut to fit, or narrow cavities are filled with sprayed or blown insulation.
Garage separation	Air sealing is provided between the garage and conditioned spaces.
Recessed lighting	Recessed light fixtures are air tight, IC rated, and sealed to drywall. Exception -Fixtures in conditioned space.
Plumbing and wiring	Insulation is placed between outside and pipes. Batt insulation is cut to fit around wiring and plumbing, or sprayed/blown insulation extends behind piping and wiring.
Shower/tub on exterior wall	Showers and tubs on exterior wall have insulation and an air barrier separating them from the exterior wall.

Electrical/phone box on exterior walls	Air barrier extends behind box or air sealed-type boxes are installed.
Common Wall	Air barrier is installed in common wall between dwelling units.
HVAC Register Boots	HVAC register boots that penetrate building envelope are sealed to subfloor or drywall.
Fireplace	Fireplace walls include an air barrier.

DELETE Section R403.3.3 Entitled “Duct Testing” without replacement.

DELETE Section R403.3.4 Entitled “Duct Leakage” without replacement.

AMEND Section R403.3.5 Entitled “Building Cavities” by ADDING the phrase at the end of the existing language “Except for Return Air on Interior Walls” so when amended it reads as follows:

R403.3.5 Building Cavities (Mandatory)

Building framing cavities shall not be used as ducts or plenums except for return air on interior walls.

DELETE Section R403.5.1 Entitled “Heated Water Circulation and Temperature Maintenance Systems” without replacement and the Section held In Reserve so when amended it shall read as follows:

R403.5.1 – Reserved

AMEND Section R403.5.2 Entitled “Demand Recirculating Systems” by Removing the words “Pumps shall have controls that comply with the following:” and the Two Compliance Methods Thereunder, so when Amended it shall read as follows:

R403.5.2 Demand Recirculating Systems

A water distribution system having one or more recirculation pumps that pump water from a heated water supply pipe back to the heated water source through a cold water supply pipe shall be a demand recirculation system.

AMEND Section R403.6 Entitled “Mechanical Ventilation” by Deleting the last sentence in so that when Amended it shall read as follows:

R403.6 Mechanical Ventilation (Mandatory)

The building shall be provided with ventilation that meets the requirements of the *International Residential Code* or *International Mechanical Code*, as applicable or with other approved means of ventilation.

ENERGY CONSERVATION CODE AMENDMENTS

DELETE Sections R403.10 Entitled “Pools and Permanent Spa Energy Consumption” and ALL of its Subsections (R403.10.1, R403.10.2, R403.10.3), R403.11 Entitled “Portable Spas” and R403.12 Entitled “Residential Pools and Permanent Residential Spas” without replacement.

AMEND Section R404.1 Entitled “Lighting Equipment” by replacing “75 percent” with “25 percent” in the two places it appears in this section so that when amended it shall read as follows:

R404.1 Lighting Equipment (Mandatory)

Not less than 25 percent of the lamps in permanently installed light fixtures shall be high-efficiency lamps or not less than 25 percent of the permanently installed lighting fixtures shall contain only high-efficiency lamps.

Exception: Low voltage lighting.

DELETE Section R404.1.1 Entitled “Lighting Equipment” without replacement.

DELETE Section R405.4.2.1 Entitled “Compliance Report for Permit Application” and Section R405.4.2.2 Entitled “Compliance Report for Certification of Occupancy” in their entirety without replacement, but showing the Section Numbers as “Reserved” to preserve numbering consistency of the remaining sections, so when amended they shall read as follows:

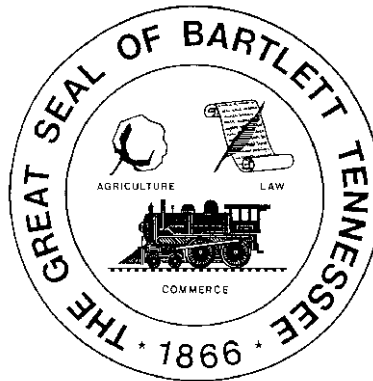
R405.4.2.1 – Reserved

R405.4.2.2 – Reserved

DELETE Existing Section R503.2 Entitled “Change in Space Conditioning” and Replace it with the following:

R503.2 Change in Space Conditioning

Any nonconditioned space which is altered to become conditioned space shall be required to be brought into full compliance with the envelope insulation requirements of Section 402.1.2 of this code.



**CODE AMENDMENTS
TO THE

2021
INTERNATIONAL
EXISTING BUILDING
CODE**

Attachment: 2021 INTL. EXISTING BUILDING CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

AMEND Section 101.1 as follows:

101.1 Title

These regulations shall be known as the 2021 International Codes for the City of Bartlett hereinafter referred to as this code.

ADD Section 101.7.1 as follows:

101.7.1 Appendices adopted

Appendix A – Guidelines for the Seismic Retrofit of Existing Buildings.

Appendix B – Supplemental Accessibility Requirements for Existing Buildings and Facilities of the 2015 Edition of the *ICC International Existing Building Code* are adopted.

ADD A New Section 101.8 as follows:

101.8 Maintenance.

Buildings and parts thereof shall be maintained in a safe and sanitary condition. The provisions of this code and the Building Code shall apply to the maintenance of existing buildings and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards, responsibilities of owners, operators, and occupants; and occupancy of existing buildings. The owner or owner's designated agent shall be responsible for the maintenance of the building. To determine compliance with this subsection, the Building Official shall have the authority to require a building to be reinspected. Except where specifically permitted by this code, the code shall not provide the basis for removal or abrogation of the fire protection and safety systems and devices in the existing buildings.

AMEND Section 105.2 as follows:

105.2 Work Exempt from Permits.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
2. Temporary motion picture, television, and theater stage sets and scenery.
3. Reserved

Delete permit exemptions for Mechanical, Plumbing and Gas.

ADD Section 105.4.1 as follows:

105.4.1 Permitting and Inspection.

The inspection and permitting of any building system or plans by any jurisdiction, under the requirements of the Technical Codes shall not be construed in any court as a warranty of the physical condition of such building, system or plans or their adequacy. No jurisdiction or any employee thereof shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plans, or for any failure of any component of such, which may occur subsequent to such inspection or permitting.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

ADD Section 106.2.1.1 as follows:

106.2.1.1 Structural and Fire Resistance Integrity.

Construction documents for all buildings shall indicate how required structural and fire resistant integrity will be maintained. Where a penetration of a require fire restraint wall, floor or partition will be made for electrical, gas, mechanical, plumbing or communication conduits, pipes, and systems the plans shall indicate in sufficient detail how the fire integrity will be maintained.

AMEND Section 107.1 as follows:

107.1 General.

The Code Official is authorized to issue permits for temporary structures and temporary uses such as construction sheds, seats, canopies, tents, and fences used for construction work or for temporary purposes. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Code Official is authorized to grant extensions for demonstrated cases.

AMEND Section 109.3.7 as follows:

109.3.7 Other Inspections.

In addition to the inspections specified above the Code Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the City of Bartlett Code Enforcement.

AMEND Section 110.2 as follows:

110.2 Certificate Issued.

After the Code Official inspects the building and finds no violations of the provisions of this code or other laws that are enforced by the City of Bartlett, the Code Official shall issue a certificate of occupancy that shall contain the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. Any special stipulations and conditions of the building permit.

ADD the following to the end of Section 114.2:

Where an emergency exists, the Code Official shall not be required to give written notice prior to stopping work.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

ADD to Section 202 as follows:

International Building Code – Whenever the word “International Building Code is used in this code as adopted, it shall mean the 2021 Edition of the *ICC International Building Code* with local amendments thereto and will be known as the 2021 Bartlett Building Code.

International Electric Code – Whenever the word “International Electrical Code” is used in this code as adopted, it shall mean all the 2017 Edition of the *National Electrical Code (NEC)* with local amendments thereto, and will be known as the 2017 Bartlett Electrical Code.

International Existing Building Code – Whenever the word “International Existing Building Code (IEBC)” is used in this code as adopted, it shall mean all the 2021 Edition of the *ICC International Existing Building Code* with local amendments and will be known as the 2021 Bartlett Building Code.

International Fire Code – Whenever the word “International Fire Code (IFC)” is used in this code adopted, it shall mean all the 2021 Edition of the *ICC International Fire Code* with local amendments as adopted by the City of Bartlett and will be known as the 2021 Bartlett Fire Code.

International Fuel Gas Code – Whenever the word “International Fuel Gas Code (IFGC)” is used in this code as adopted, it shall mean all of the 2021 Edition of the *ICC International Fuel Gas Code* with local amendments and will be known as the 2021 Bartlett Fuel Gas Code.

International Mechanical Code – Whenever the word “International Mechanical Code (IMC)” is used in this code as adopted, it shall mean all the 2021 Edition of the *ICC International Mechanical Code* with local amendments and will be known as the 2021 Bartlett Mechanical Code.

International Plumbing Code – Whenever the word “International Plumbing Code (IPC)” is used in this code as adopted, it shall mean all the 2021 Edition of the *ICC International Plumbing Code* with local amendments and will be known as the 2021 Bartlett Plumbing Code.

AMEND Section 1401.6.3.2 as follows:

1401.6.3.2 Floor/Ceiling Construction.

A floor/ceiling assembly used to create compartments shall conform to Section 712 of the International Building Code and shall have a fire-resistance rating of not less than 2 hours.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

ADD Sections 1510 Through 1519 as follows:**1510 Demolition of Buildings****1510.1 Demolition Permits.**

The standards set forth in this section shall apply to the demolition of buildings or structures for which a permit is required under Section 105 of the International Codes.

1510.2 Definition.

Demolition – the act of razing, dismantling, or removal of a building or structure, or portion thereof to the ground level.

1510.3 Time Limit.

Notwithstanding the provision of Section 104.6, the Code Official may impose a time limit as an additional condition of a permit for completion of demolition work once such work shall have commenced. The Code Official may also provide one or more extensions of time with such extensions granted in no more than 30 day intervals, upon written request by the contractor or owner conducting the demolition when good cause is present. Any extension shall only be granted in writing.

1511 Standards**1511.1 Limit Unsafe Working Conditions.**

Demolition work having commenced shall be pursued diligently and without unreasonable interruption with due regard to safety. It is the intent of this section to limit the existence of an unsafe condition or nuisance on the premises during the period of demolition operations.

1511.2 Fill Lot to Grade.

Any surface holes or irregularities, wells, septic tanks, non-petroleum underground storage tanks, basements, cellars, sidewalk vaults, or coal chutes remaining after demolition of any building or structure shall be filled with material as approved by the Code Official, and shall be graded in such manner that will provide effective surface drainage.

1511.3 Remove Debris.

All debris and accumulation of material resulting from demolition of any building or structure shall be removed from the premises.

1511.4 Seal Sewer Pipes.

All building sanitary sewers shall be effectively plugged with concrete 18 inches below grade or as may be required by the Code Official.

1511.5 Dust Control.

Except where there is adequate space, or approval has been granted by the Code Official, the demolition of a multi-story building by other than explosive means shall proceed with the complete removal of one story at a time. In the demolition of any building other than by explosive means, story after story shall be removed and shall be properly wet to alleviate any dust.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

1511.6 Proper Demolition Procedures.

No wall, chimney, or other construction shall be allowed to fall in mass on an upper floor. Bulky material, such as beams and columns, shall be lowered and not allowed to fall. When any building over one story in height is demolished, precautions for protecting the public shall be taken as prescribed in Chapter 33.

1512.1 Inspections.

In lieu of the inspections required by Section 109 of the Bartlett Building Code, the Code Official shall make the following inspections upon notification from the permit holder or his agent:

1. Initial Inspection: To be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or remain after demolition operations.
2. Final Inspections: To be made after all demolition work is completed.

1513 Permits

1513.1 Required.

No person, firm or corporation shall wreck, demolish, or raze any building or structure within Bartlett without first obtaining a permit from the City of Bartlett. Such permit shall be issued only to a person, firm or corporation licensed as a demolition contractor in accordance with the provisions of the Technical Codes.

Exception: A permit may be issued to the property owner of record for demolition of his own residential building if such building is not more than two stories in height and contains not more than 5,000 square feet per floor. The property owner shall be required to make affidavit in his application for permit that he shall personally supervise all demolition and clean up of the site for which the permit was issued.

1513.2 Application for Permit.

Application for demolition permit shall be made by the owner of the building or structure, or authorized agent of the owner, or by a licensed demolition contractor employed by the owner. The full names and addresses of the owner, applicant, and responsible officers, if the owner is a corporate body, shall be stated, and the application shall be signed by the owner and the demolition contractor. In the case of all commercial buildings, or residential buildings being razed by a contractor for the development of commercial property, notice from the Shelby County Health Department that a "Ten Day Asbestos Notice" has been filed with that Department's Pollution Control Section is also required.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS

1513.3 Approval of Permit.

The Code Official shall cause to be examined all applications for permit within a reasonable time after filing. If the proposed work conforms to the requirements of this Section, regarding proof of liability insurance and posting of necessary deposit and when necessary, filing of a pre-demolition survey, the Building Official shall issue a permit therefore as soon as practical. Each permit to raze a building shall name the owner of the property to be razed and the person performing the razing work for or on behalf of such owner, and such permit shall be valid only so long as the razing work authorized by it is actually performed by or under the supervision of the person named thereon as being the person to perform such work. It shall be a violation of this code for any person to perform work in connection with the razing of a building under the purported authority of a permit, which does not name them as the person to perform such work.

1515.3.1 Time Limitations.

Each permit shall set forth a definite number of days in which demolition work shall be completed and the premises cleaned as required hereinafter. An extension of time may be granted by the Code Official for good cause.

1513.3.2 Service Connections.

Before a structure can be demolished or removed, the owner or agent shall notify all utilities having service connections within the structure such as water, electric, gas, sewer, and other connections. A permit to demolish or remove a structure shall not be issued until a release is obtained from the utilities stating that their respective service connections and appurtenant equipment have been removed and plugged in a safe manner. Sewer lines shall be capped in an approved manner, approximately 18 inches below grade, by the demolition contractor. A capped sewer line shall not be covered until it has been inspected. If covered, the contractor shall expose the cap for inspection.

1514 Safeguards During Demolition

1514.1 Roof Covering.

During the demolition of any building exceeding one story in height that is located at a distance less than 10 feet, or less than $\frac{1}{4}$ of the height of the building, from any street or alley property line, or when required by the Code Official, a roof covering for the entire length of the project shall be provided over the temporary or permanent sidewalk, from the time demolition commences above the second floor level until materials are no longer being used or handled on the front above such walk. Where required for demolition operation, the passageway shall be covered with an enclosed canopy or shed the width of the passageway with a head clearance of not less than 7 feet. The support shall be four-inch by six-inch (4" x 6") timbers, with beams of three-inch by twelve-inch (3"x12") timbers on centers of not over four feet (4'), and such shed shall be roofed with two layers of sound two-inch (2") planks; however, other construction of equal strength may be used when approved by the Code Official. The sides shall be enclosed with tight, smooth sheathing and such covered walks shall be suitably lighted with necessary.

Exception: Where, in the opinion of the Code Official, a covered walk is not necessary, permission may be granted to block off part of the sidewalk, street, or alley with the approval of the traffic engineer.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS**1514.2 Fence.**

Where the distance from the building to the street or alley property line is less than half the height of the building, a fence of solid construction at least six feet high shall be provided.

1514.3 Sidewalk Access.

Areas occupied by a sidewalk or temporary walkway in use shall not be excavated unless such area is provided with a walkway capable of supporting at least 150 pounds per square foot. Walkways shall be provided with suitable ramps at each end.

1515 Method of Razing**1515.1 Required to Start at Top.**

Razing, by other than explosive means, shall begin at the top of the structure and proceed downward. No wall, beam, column, or member supporting a load shall be disturbed or weakened until such load is entirely removed. All masonry walls shall be removed unit by unit or in the manner approved by the Code Official. All loosened materials and debris shall be removed from time-to-time so as not to accumulate in such quantity or in such weight as may overload any floor, platform, or scaffold. Plain or reinforced concrete structures shall be razed in such sections and in such manner as approved by the Code Official.

1515.2 Prohibitions.

No structure or portion thereof being demolished or declared to be dangerous or unsafe shall be thrown, pulled or blasted, unless special approval is given by the Code Official.

1515.3 Control of Dust.

All material and rubbish apt to produce dust must be kept wet or covered to prevent its being blown by the wind.

1515.4 Approval of Debris Disposal.

All demolition debris, which is not being reused or recycled, must be disposed of in a place approved by the governing authority. Materials to be recycled or reused that are stored on-site during demolition activities shall be managed and stored so as not to pose a danger to workers on the site or to the general public.

1516 Treatment of Party Walls**1516.1 Masonry Walls.**

When any building or other structures is demolished so as to expose any party wall which forms a part of the building or other structure upon which any of the aforesaid operations are being performed, the permit holder shall repair and restore any flashing and other weatherproofing of adjoining property which is broken or damaged during such operations, and shall fill from the exposed side of such party wall any and all holes. For purposed of this section, a “party wall” is a dividing partition between two adjoining buildings (or units) that is shared by the tenants of each residence or business. The permit holder shall also install such new flashing as may be required to protect any vertical joints exposed by the permitted demolition operations.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS**1516.2 Non-Masonry Walls.**

Where party walls are of other than masonry construction, such walls shall be restored and weather proofed in accordance with the requirements of the building code for exterior walls of the particular type of construction involved. All such party walls shall be faced with material commonly used, or exterior finish identical to, or as closely resembling as practicable, the facing material of the other exterior walls of the building left standing, and shall be painted or otherwise finished in a manner similar to other parts of the building.

1517 Protection for Open Pits and Holes.

Demolition shall be properly protected with barricades and warning lights, as directed by the Code Official, until such time as they can be properly filled to grade. All excess materials, rubbish, and debris shall be removed from the premises.

1518 Treatment of Lot After Building Demolished or Removed**1518.1 Leveling.**

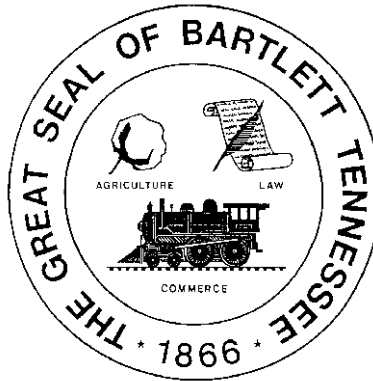
When a structure or building is demolished or removed, all walls, except party walls, including foundations and basement walls located on the lot involved in razing operation, shall be reduced to a level at least 18 inches (46 cm) below the final grade. Excavations, holes, and depressions shall be filled and leveled to provide a final grade, which will affect good drainage. The finished surface of the lot shall be free of holes and depressions, which could accumulate water or be hazardous to pedestrians. All grade slabs shall be removed from the site.

1518.2 Fill.

No materials other than clean earth may be used in filling depressions and grading the site. All excess earth, brick, lumber, and other building materials and debris shall be removed from the site, and the premises shall be left in a safe, clean, and sanitary condition.

1519 Failure to Clean Premises.

Failure of a person, firm, or corporation to comply with the provisions dealing with the cleaning of premises shall be sufficient cause to withhold a demolition contractor's privilege of obtaining demolition permits until there has been compliance with the cleaning provisions. Repeated failure to properly clean premises shall be cause for suspension or revocation of a contractor's license.



**CITY OF BARTLETT
CODE AMENDMENTS TO THE

2021
INTERNATIONAL
PLUMBING
CODE**

Attachment: 2021 IPC CODE AMENDMENTS (3133 : Ord. 22-03, International Code Adoption)

PLUMBING CODE

AMEND Section 101.1 as follows:

101.1 Title. These regulations shall be known as the Plumbing Code of the City of Bartlett TN, hereafter referred to as “this code.”

AMEND Section 103.1 as follows:

103.1 Creation of agency, The City of Bartlett, TN Code Enforcement Department is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

AMEND Section 106.1 as follows:

106.1 Permit required. A licensed *Plumbing Contractor* who desires to construct, enlarge, alter, move, demolish or change the *occupancy* of a building or structure, or to erect, install, remove, convert or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the code official and obtain the required permit for work.

AMEND Section 202 as follows:

Air Conditioning Unit. The condensate or waste from an air conditioning unit shall be classified as a plumbing fixture and shall connect to the plumbing system as an indirect connection as per amendments of Chapter 3 of this Code.

Board of Appeals. Whenever the term “Board of Appeals” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Code Appeals Board of Bartlett, Tennessee.

Building Department. Whenever the term “Building Department” is used in the technical codes herein adopted, it shall mean the Office of Code Enforcement of Bartlett, Tennessee.

Building Official. The officer or the other designated authority, or their duly authorized representative, charged with the administration and enforcement of the technical codes.

Chief Appointing Authority. Whenever the term “Chief Appointing Authority” is used in the technical codes herein adopted, it shall mean the Mayor of the City of Bartlett, Tennessee.

City Municipality or Governing Body. Whenever the word “City” or “Municipality” or “Governing Body” is used in the technical codes herein adopted, it shall mean the City of Bartlett, Tennessee.

Code Official. Whenever the term “*Code Official*” is used in the City of Bartlett Plumbing Code herein adopted, it shall mean the Director of the City of Bartlett Code Enforcement.

PLUMBING CODE

International Building Code. Whenever the words “International Building Code” are used in the codes herein adopted, they shall mean the 2021 International Building Code with the City of Bartlett TN amendments.

International Electrical Code. Whenever the words “International Electrical Code” are used in the codes herein adopted, they shall mean the 2017 National Electrical Code (NEC) with the City of Bartlett TN amendments.

International Fuel Gas Code. Whenever the words “International Fuel Gas Code” are used in the codes herein adopted, they shall mean the 2021 International Fuel Gas Code with the City of Bartlett TN amendments.

International Mechanical Code. Whenever the words “International Mechanical Code” are used in the codes herein adopted, they shall mean the 2021 International Mechanical Code with the City of Bartlett TN amendments.

International Plumbing Code. Whenever the words “International Plumbing Code” is used in the codes herein adopted, they shall mean the 2021 International Plumbing Code with the City of Bartlett TN amendments.

International Residential Code. Whenever the words “International Residential Code” is used in the codes herein adopted, they shall mean the 2018 International Residential Code with the City of Bartlett TN amendments.

Plumbing Contractor. Whenever the term “Plumbing Contractor” is used in the Technical Codes herein adopted, it shall mean a plumbing contractor who holds a current license issued by State of Tennessee or Shelby County Construction Code Enforcement.

Workmanship. Workmanship shall mean that the plumbing system be installed uniform in slope, plumb, and level (as required) without stress or strain to piping or structure as required by Other sections of the Code. Valves, pipes and fitting shall be installed in correct relationship to the direction of flow.

AMEND Section 305.4.1 as follows:

305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a maximum of 12 inches (305 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (305 mm) below grade. The dimensions shall be taken from the top of the pipe.

PLUMBING CODE

AMEND Table 308.5 as follows:

Table 308.5 Copper or copper-alloy piping to be supported vertically at mid-story.

ADD Section 314.2.1.2 as follows:

314.2.1.2 Drain connection location. The Plumbing contractor shall provide a trap within 2 feet (610 mm) of equipment.

ADD Section 314.2.1.3 as follows:

314.2.1.3 Pumped condensate. The pump shall connect to the trap supplied by the plumbing contractor.

ADD Section 314.2.1.4 as follows:

314.2.1.4 Alternate condensate disposal. When the condensate drain(s) cannot be connected to the drainage system as determined by the Plumbing Inspector, an alternate method of disposal may be used with prior approval from Plumbing Inspector.

AMEND Section 421.3 as follows:

421.3 Shower waste outlet. Waste outlets serving showers shall be at least 2 inches (51 mm) in diameter and, for other than waste outlets in bathtubs, shall have removable strainers not less than 3 inches (76 mm) in diameter with strainer openings not less than ¼ inch (6.4 mm) in least dimension. Where each shower space is not provided with an individual waste outlet, the waste outlet shall be located and the floor pitched so that waste from one shower does not flow over the floor areas serving another shower. Waste outlets shall be fastened to the waste pipe in an *approved* manner.

ADD Section 423 as follows:

423.4 Pedicure tubs. Pedicure tubs shall be trapped as a sanitary fixture on gravity drain types. When they have a pump discharge, they must be hard piped to a deep seal trap or wash machine box. When tub filler is below rim, a double check valve is required.

ADD Section 422.4 as follows:

422.4 Floor sinks. Floor sinks shall be installed a minimum of ½" inch (13 mm) above finished floor.

ADD Section 503.3 as follows:

503.3 Water connections to water heaters. All water connections to water heaters shall be made with material from Table 605.4. Flexible connectors shall not be used. Water cutoff valve shall not be located above tank cylinder.

AMEND Section 504.7.1 as follows:

504.7.1 Pan size and drain. The pan shall be not less than 4 inches deep when installed on the first floor and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 1 inch or the outlet diameter of the required relief valve, whichever is larger. When the water heater is installed in the attic, a pan shall not be less than 6 inches (152 mm) deep and shall be 36 inches (914 mm) in diameter or 30 inches (762 mm) X 30 inches (762 mm) square. T&P valve piping shall be corrosion resistant and have a minimum pressure rating of 100 psi at 180 degree Fahrenheit as per Section 605.4. When multiple pan drains are piped together. The drain pipe from junction to termination will be increased one pipe size for each additional water heater connected to the drain. The maximum number of water heater pan drains shall be limited to four, with the maximum drain being 2 inches (51 mm) in diameter.

AMEND Section 504.7.2 as follows:

504.7.2 Pan Drain Termination. The pan drain shall extend full-size and terminate over a suitably located indirect waste receptor or floor drain or extend to the exterior of the building and terminate not less than 6 inches (152 mm) and not more than 24 inches (610 mm) above the adjacent ground surface. A 90-degree ell turned down must be installed at the termination of the pan drain. The termination must be visible.

AMEND Section 603.1 as follows:

603.1 Size of Water Service Pipe. The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in this Code. The water service pipe shall be not less than 1 inch (25 mm) in internal diameter.

ADD Section 603.1.1 as follows:

603.1.1 PVC Water Service. PVC underground water service pipe shall have a minimum wall thickness of SCH. 40 with permanent identification markings.

AMEND Table 605.3 as follows:

Table 605.3 Delete all references to Type M copper, WM copper.

AMEND Table 605.4 as follows:

Table 605.4 Delete all references to Type M copper, WM copper.

PLUMBING CODE

AMEND Section 608.17.5 as follows:

608.17.5 Connections to lawn irrigation systems. The potable water supply shall be protected against backflow by a reduced pressure backflow prevention assembly. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure backflow prevention assembly.

ADD Section 608.18.9 as follows:

608.18.9 Wells. All wells serving irrigation systems shall have a reduced pressure backflow preventer protecting the well from backflow or back pressure.

AMEND Section 702.3 as follows:

702.3 Building sewer pipe. No building sewer shall be less than 4 inches (102 mm) in diameter with the exception of forced lines. When plastic pipe is used on lines 4 inches (102 mm) and smaller, it shall have a wall thickness not less than SCH. 40 (0.237 inches or 6mm).

AMEND Table 709.1 as follows:

T709.1 Shower trap - Minimum size of trap shall be 2 inches (51 mm).

ADD Sections 802.1.4.1 through 802.1.4.6 as follows:

802.1.4.1 Waste Water Disposal, Generally. All waste water from public, semi-public, or permanent private swimming pools and wading pools shall have an indirect connection to the sanitary sewer and/or such connections and type of disposal shall be as determined by the Shelby County Health Department.

802.1.4.2 Discharge location. No waste water from a permanent or temporary type swimming pool or wading pool shall drain any water on any premise so as to permit waste water to run on adjoining premises. No waste water shall drain into the surface or into a storm water drain system.

802.1.4.3 Above ground pools. Pool contractor shall furnish owner with a flexible hose to discharge waste water to sewer connection for above ground pools.

802.1.4.4 In ground pools. In ground pools shall be permanently connected to the sanitary sewer.

802.1.4.5 Waste and deck drain piping. Waste and deck drain piping for pools shall comply with the provisions set forth in Chapters 3 and 8 of this code, as applicable to building sewers and underground piping within building.

PLUMBING CODE

802.1.4.6 Deck drain disposal. Any deck drain located within seven feet of pool edge shall waste to sanitary system through catch basin. All others shall waste to grade or storm system. Deck shall be designed so that surface water, other than that within the 7 foot (2.17 M) limit, shall not enter sanitary system.

AMEND Section 903.1.1 as follows:

904 3.1.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than 10 inches (254 mm) above the roof.

AMEND Section 903.1.2 as follows:

Where a roof is to be used as a promenade, restaurant, bar, or sunbathing deck, as an observation deck, or for similar purposes, open vent extension shall terminate not less than 10 feet (3.05 M) above the roof used for receptional or assembly purposes.

ADD Section 1303.1.1 as follows:

1301.1.1 Connection between nonpotable water systems. No connection between on-site nonpotable water reuse systems and nonpotable rainwater collection and distribution systems are allowed. No connection between nonpotable rainwater collection and distribution systems and sanitary drainage systems are allowed.

Amendments to the 2021 ICC Fire Code

Amend Section 101.1 Title, by deleting the phrase **[NAME OF JURISDICTION]** and replacing it with the following:

The City of Bartlett, Tennessee

Amend Section 103.1 Code Compliance Agency, by deleting the phrase **[Insert Name of Department]** and replacing it with the following:

Bartlett Fire Department

Amend Section 103.2 Appointment, by deleting the word **appointed** in the first sentence and replacing it with the word **designated**.

Amend Section 103.3 Deputies; by deleting the phrase **appoint a Deputy Fire Code Official** in the first sentence and replacing it with the phrase **designate a Deputy Fire Code Official**.

Amend section 105.2.2 Inspection authorized, by deleting it in its entirety and replacing it with the following;

105.2.2 Inspection authorized. Before a new Operational Permit, Business License Application, or Use and Occupancy Permit is approved, the Fire Code Official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this code or any operational constraints required.

Amendments to the 2021 ICC Fire Code

Amend Section 105.5.34 Open Burning, by deleting the Exception **Recreational Fires.**

Amend section 112.4 Violation Penalties, by deleting it in its entirety and replacing it with the following;

112.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the *approved construction documents* or directive of the Fire Code Official, or of a permit or certificate used under provisions of this code, shall be guilty of a code violation. Those responsible for violations are subject to a citation and fines as determined by a court of law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Amend section 113.4 Failure to comply, by deleting it in its entirety and replacing it with the following;

113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a citation and/or fines as determined by a court of law.

Amendments to the 2021 ICC Fire Code

Amend section 307.2 Permit required, by inserting recreational fires, in front of the words or a bonfire at the end of the first sentence.

Add section 307.4.4 Warming fires. All warming fires must be contained within a metal barrel or drum. Warming fires are not allowed inside structures and cannot be built directly upon the ground. The immediate area around the warming fire container must be clear of combustible materials and the container shall not be closer than fifteen feet from any structure or combustible materials. Warming fires must be fully extinguished at the end of each work day.

Amend section 307.5 Attendance by inserting the words warming fires following the words recreational fires in the first sentence.

Amend section 308.1.4 Open-flame cooking devices by deleting Exceptions #2 and #3 in their entirety.

Amend section 503.2.4 Turning radius by adding the words and shall not be less than a fifty foot radius after the word official.

Amend section 503.2.5 Dead ends by adding the words as required in Appendix D after the word apparatus at the end of the sentence.

Amendments to the 2021 ICC Fire Code

Amend section 503.6 Security gates by adding sub-sections 503.6.1 through 503.6.8.

503.6.1 Gated or fenced communities. These communities shall have at least one primary Fire Department access. This gate shall conform to sections 503.6.1 through 503.6.8 and if automated, shall be equipped with primary and secondary overrides.

503.6.2 Automatic gates. All automatic gates on required Fire Department access roadways shall be provided with approved override and power off systems designed to allow fire department access in the case of an emergency. These override systems shall provide controls to open and override timer functions for emergency access and power off equipment for manual operation.

503.6.3 Emergency override. Emergency override of all automatic gate systems shall operate with power on or off. The override system shall consist of a fire access housing/box. The access box shall be red in color and shall have 'Fire Department' or 'Fire Access' in white letters on the faceplate. The faceplate shall be hinged and designed to accept a Knox padlock keyed to the Bartlett Fire Department. The fire access box shall be equipped with an internal switch that will signal the gate to operate when the faceplate is unlocked and/or opened. The fire access box shall be installed so as to be plainly visible from the cab of the approaching emergency vehicle.

503.6.4 Manual disconnects. All automatic entry gates shall be equipped with Knox padlocked disconnects for use in the event the power supply to the gates fails, or the fire access box switch fails to open the gate.

Amendments to the 2021 ICC Fire Code

503.6.5 Sliding gates. For sliding gates, the rear chain attachment point, where the chain attaches to the gate, shall be secured with a Knox padlock to allow access by removal of the lock. If the disconnect is not accessible from the public side, an access entry gate shall be provided to allow access to the gate disconnect. The required entry gate shall also be padlocked with a Knox padlock.

503.6.6 Swing gates. For swing gates, the attachment point where the swing arm connects to the gate shall be equipped with a padlocked disconnect pin. If this disconnect pin cannot be accessed from the public side an access entry shall be required as in 503.6.5.

503.6.7 Additional gates. If additional gates are required, these gates shall conform to the same standards as the primary gate. The Fire Code Official may declare these gates to be secondary and allow them to be padlocked with the approved Knox lock, interlocked with the owner's padlock, rather than be automated.

503.6.8 Locking access gates. Gates in fenced compounds which require Fire department access shall be secured with the approved Knox padlock, interlocked with the owner's lock.

Amend section 506.1 Where required by adding the following after the last sentence.

Key boxes shall be located at or near the front door or such location as determined by the Fire Code Official. Commercial or Industrial structures protected by a monitored automatic fire alarm system, automatic sprinkler system, automatic suppression system, facilities which handle, use, or store hazardous materials above the exempt quantities, and other structures deemed necessary by the Fire Code Official shall be required to install and maintain a key box.

Amendments to the 2021 ICC Fire Code

Amend section 507.5.1 Where required by deleting the exceptions.

Amend section 507 Fire Protection Water Supplies by adding the following sub-section.

507.5.7 Hydrant access. The Fire Code Official shall require all fences that impede access to hydrants, whether from the street or from the building, to have 48 inch access gates installed at or near the hydrant. To allow proper access to these hydrants, fences shall not be located within a 10-foot radius from the center of the hydrant. Gates, if locked, shall be secured with the approved Knox padlocks keyed to the Bartlett Fire Department.

Amend Chapter 5 Fire Service Features by adding the following new section:

Section 511 Electric security fence installations

511.1 Electric security fence installations. All new and existing electric security fence installations shall be equipped with the following features:

1. An approved manual disconnect shall be provided that will interrupt the power supply to the fence. The manual disconnect means shall be located at an approved and accessible location. It shall be secured by an approved locking device that is keyed to the Bartlett Fire Department's specifications.
2. The manual disconnect means shall clearly indicate the fence power status.
3. Signage shall be provided at the manual disconnect that indicates "Fence Power Emergency Bypass" in red letters at least 1" high on a white background. Based on the installation, additional signs may be required at additional points to clearly indicate the location of the manual disconnect means.

Amendments to the 2021 ICC Fire Code

Amend section 806 Natural Decorative Vegetation in New and Existing Buildings by adding the following sub-section:

806.5 Combustible decorative Materials. Combustible decorative materials such as, but not limited to cotton batting, vegetation, moss, loose or baled straw or hay, vines, split bamboo, leaves, or other similar materials shall not be used in Group A, B, E, I-1, I-2, I-3, I-4, M, R-1, R-2, or R-4 occupancies.

Exceptions:

1. **Fire retardant treated combustible decorative materials shall not be prohibited in Group A, B, E, M, R-1, and R-2 occupancies if those occupancies are protected throughout by an approved automatic sprinkler system.**
2. **In Group A, B, M, R-1, and R-2 occupancies protected by an approved automatic sprinkler system, treated decorative materials shall be limited to no more than 10% of the aggregate area of walls and ceiling**
3. **Group E occupancies shall be allowed 20% of wall area. This shall include treated decorative materials, artwork, and teaching materials combined.**

Amend section 901.2 Construction Documents by adding the following after the last sentence in the section.

Construction documents for fire protection systems will be required where alterations to the existing system will involve more than ten (10) sprinkler heads or when hydraulic calculations for the system must be revised.

Amendments to the 2021 ICC Fire Code

Amend section 903.4 Sprinkler system supervision and alarms by adding the following to the end of the first paragraph following the word unit: **and secured (padlocked) in the normal/open position.**

Amend section 903.4 Sprinkler system supervision and alarms by adding the following exception:

9. Valves on existing systems that were not previously required to be supervised shall be secured (padlocked) in the normal/open position.

Amend section 903.4.3 Floor control valves by deleting the words **high rise buildings** at the end of the sentence and replacing them with the words **all buildings two or more stories in height.**

Amend section 912 Fire Department Connections by adding the following sub-section:

912.8 Proximity to Fire Hydrants. Fire department connections shall be located not more than one hundred (100) feet from an approved fire hydrant.

Amendments to the 2021 ICC Fire Code

Amend section 1001 Administration by adding the following sub-section:

1001.3 Other Standards. When this code does not address requirements pertaining to an unusual or uncommon aspect of a means of egress system, NFPA 101 shall be used as an acceptable standard.

Amend section 5704.1 by adding the following sub-section:

5704.1.1 Storage of motorized vehicles and equipment. Gasoline powered equipment such as vehicles, motorcycles, lawn equipment, and etc. shall not be stored in any building unless the room or space has been approved for such use.

Amend section 6103.2.1 Portable Containers by adding the following sub-section:

6103.2.1.8 Flame Effects before a Proximate Audience. The use of LP-gas as part of a flame effect before a proximate audience shall comply with this chapter and NFPA 160. It shall also be approved by the Fire Code Official.

Amendments to the 2021 ICC Fire Code

Amend Appendix B

Fire Flow Requirements For Buildings

Amend section B105.1 by removing it in its entirety and replacing it with the following:

B105.1 One- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration requirements for one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.1(2).

Amend section B105.2 by removing it in its entirety and replacing it with the following:

B105.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Table B105.1(2).

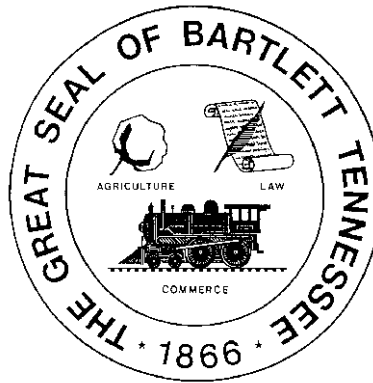
Exceptions: 1. A reduction in required fire-flow of up to 30 percent is allowed when the building is provided with an *approved automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2. A reduction in required fire-flow of up to 40 percent is allowed when the building is provided with an *approved ESFR sprinkler system* installed in accordance with this code and NFPA 13. A reduction in required fire-flow which exceeds the percentages listed above must be specifically approved by the *fire code official*.

Amend Table B105.1(1) by deleting it in its entirety.

Amend Table B105.2 by deleting it in its entirety.

Amendments to the 2021 ICC Fire Code

7-101. Fire Code Adopted. Pursuant to authority granted by Tennessee Code Annotated, 6-54-501 through 6-54-506, and for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the International Fire Code, 2021 edition with Appendices B, C, D, E, F, G, H, I, L, and N and city amendments, (referenced standards shall be the most current published editions), as recommended by the International Code Council, is hereby adopted by reference and included as part of this code



ELECTRICAL CODE AMENDMENTS TO THE

2017 NATIONAL ELECTRICAL CODE

AND THE

2018 INTERNATIONAL RESIDENTIAL CODE

REQUIRED LICENSES TO DO WORK IN THE CITY OF BARTLETT

ADD Article 91:

91 Required

All contractors that do work in the city limits of Bartlett will be required to have either a Shelby County Electrical License or a State of Tennessee Electrical License (no LLE) and a Bartlett Business License before a permit can be acquired.

91.1 Bartlett Business License Fees

A Bartlett Business License can be obtained in the Tax and Finance Office at Bartlett City Hall for \$20.00 or 1/15 of 1%. Bartlett Business Licenses are to be renewed on an annual basis.

91.2 Low Voltage Contractors

When a Low Voltage Contractor does work in the city of limits of Bartlett they will be required to have a Shelby County Low Voltage Electrical License or a State of Tennessee Electrical License that includes Low Voltage (no LLE) and a Bartlett Business License before a permit can be acquired.

ADD Article 92:

92 Permits

All electrical work requiring a permit must be applied for by a duly licensee and bonded contractor.

ADD Article 93:

93 Final Electrical Inspection

All light fixtures must have bulbs installed in all sockets of each fixture meeting the manufacturers recommended wattage before a final will be approved.

AMEND Article 200 to Article 100 Definitions:

100 Definitions

Administrator-Whenever the term “Administrator” is used in the Technical Codes herein adopted, it shall mean the Director of The City of Bartlett Code Enforcement.

Administrative Authority-Whenever the term “Administrative Authority” is used in the Electrical Code herein adopted, it shall mean the Code Official.

ELECTRICAL CODE

Approved: Acceptable to the authority having jurisdiction-Whenever the term “approved” is used in the NEC, it shall mean the Code Official.

Building Contractor Registration-The term Building Contractor Registration as used in the Building Code is defined to include any person, firm, or corporation whose principal business is to, or performing, any of the following: erect, construct, enlarge, alter, repair, move, improve, convert, or demolish any building or structure in the applicable jurisdiction, or cause the same to be done.

Building Department-Whenever the term “Building Department” is used the Technical Codes herein adopted, it shall mean The City of Bartlett, Tennessee.

Chief Appointing Authority-Whenever the term “Chief Appointing Authority” is used in the Technical Codes herein adopted, it shall mean the Mayor of The City of Bartlett, Tennessee.

City, Municipality, or Governing Body-Whenever the word “City” or “Municipality” or “Governing Body” is used in the Technical Codes herein adopted, it shall mean The City of Bartlett, Tennessee.

Code Official-The officer or other designated authority, or their duly authorized representative, charged with the administration and enforcement of the Technical Codes.

Commercial, Industrial and Institutional Electrical Maintenance Electrician-The term Commercial, Industrial and Institutional Electrical Maintenance Electrician is defined to include any person having in his charge the maintenance of electrical systems plants, buildings, or places.

Electrical Contractor-Whenever the term “Electrical Contractor” is used in the Electrical Code herein adopted, it shall mean an Electrical contractor who holds a current license issued by the Office of Construction Code Enforcement of Memphis & Shelby County or a properly registered Certified State Contractor.

Electrical Contractor, Certified-Certified Electrical Contractor is defined as an electrical or specialist contractor who has received a license from the Tennessee State Contractor Licensing Board after passing an examination to qualify for certification as an electrical or specialist contractor and complied with the registration procedure of the State of Tennessee.

Electrical Fixture Installer-The term Electrical Fixture Installer is defined to include any person having a license to engage in such business which shall authorize the holder thereof to secure permits only for assembling, installing and wiring of electric light fixtures, fixtures to be attached only to such outlets as have been properly installed by a licensed Electrical Contractor. Every Electrical Fixture Installer shall be required to have an Electrical Fixture Installer’s license from the Code Official of Memphis & Shelby County.

Electrical Section-Whenever the term “Electrical Section” is used in the Electrical code herein adopted, it shall mean the Electrical Section of The City of Bartlett Code Enforcement.

Electrical or Specialist Contractor-The term Electrical or Specialist Contractor as used in the Technical Codes is defined to include any person, firm, or corporation properly licensed or registered to engage in the business of installing, erecting, altering, repairing or contracting to install, erect, alter or repair electric wires, conductors, material, machinery, apparatus or systems used for the transmission of electrical power or electric light, heat, power, control or signal purposes.

Elevator Installer-The term Elevator Installer is defined to include any person who is licensed by the Code Official to install, service, alter or repair elevators of any type where electricity is used as a motive power. Each Elevator Installer shall be required to have an Elevator Installer’s License from the Board.

ELECTRICAL CODE

Employee-Whenever the word “Employee” is used in the Technical Codes herein adopted, it shall mean a person working directly for a licensed contractor for wages or salary subject to federal and/or state payroll tax laws.

Employment-Employment shall be defined as set forth in the rules and regulations of the United States Internal Revenue Service.

Industrial Plant Electrician-The term Industrial Plant Electrician is defined to include any person licensed and regularly employed by an industrial manufacturing plant operated in the County for the purpose of maintaining the existing electrical equipment of said plant. Every Industrial Plant Electrician shall be required to have an Industrial Electrician license.

Licensed Contractor-Licensed Contractor will be the same as Contractor as defined by State of Tennessee Licensing Board, and the Technical Boards.

Master Electrician-The term Master Electrician as used in the Technical Codes is defined to include any duly certified person having the general charge and supervision of the business of an Electrical Contractor, whether on his own account, or as the manager or superintendent of a licensed Electrical Contractor. Every Master Electrician shall be required to have a Master Electrician’s license issued by the Code Official of Memphis & Shelby County.

Mechanic Elevator Constructor-A Mechanic Elevator Constructor is defined as an individual with no less than 4 years experience in the physical installation of elevators, hoists, dumbwaiters, and the wiring related thereto as described under JEC Section 308.

Moveable -Capable of being moved by one person without causing damage to floor. (*Island on wheels*)

National Electrical Code-Whenever the word “National Electrical Code” is used in the Technical Codes herein adopted, it shall mean the National Electrical Code and Local Amendments and will be known as the Electrical Code of The City of Bartlett.

Residential Electricians-The term Residential Electrician as used in the Technical Codes is defined to include any person having the general charge of supervision of the business of installing, erecting or repairing electrical wires, conductors, moldings, conduit, apparatus, devices, systems, or instruments for single family or two-family dwellings only, whether on his/her own account or as the manager or superintendent of a Licensed Residential Electrical Business.

Right of Control-When the term “Right of Control” is used, it shall be understood to mean right of control in accord with Tennessee Law, statutory and common, relating to partnership, and business law.

State of Tennessee Certified Licensed Contractor (E, M, P)-Defined as a Contractor Licensed by the State of Tennessee who is not required to have a journeyman or apprentice on the job site. Also employees are not required to be registered.

Supervising Sign Installer-The term supervising Sign Installer is defined to include any person licensed to assemble, install, alter, repair, and service illuminated signs, including outdoor on-premise signs or the secondary wiring required for indoor signs such as neon and outline lighting and the assembling, installing and wiring of electric light fixtures where such fixtures can be attached to existing outlets which have been properly installed by a licensed, bonded, and insured Electrical Contractor. All such work shall be performed in strict accordance with the Electrical Code and the NEC.

Wiring Definition-Wiring as described in this section shall mean the service entrance conduit and conductors, busways, bus bars or other devices connecting an overhead or underground source of power to the electrical metering equipment, and all equipment, apparatuses, conductors, busways, bus bars, and other items connected to the load side of the electrical metering equipment or main disconnect switch(es).

ELECTRICAL CODE**101.0 Tense, Gender and Number.**

Words used in the present tense include the future. Words in the masculine gender include the feminine and neuter. Words in the feminine and neuter gender include the masculine. The singular number includes the plural and the plural number includes the singular.

COMMERCIAL/ INDUSTRIAL INSTALLATIONS**ADD Article 210 as follows:****210 Wiring Methods for Living Quarters in Commercial Occupancies.**

Living quarters located in connection with commercial building shall be wired in accordance with requirements for the commercial portion and may have separate meters.

ADD Articles 210.26(A) and 210.26(B) as follows:**210.26 General Wiring Requirements; Ampacity of Circuits and Number of Outlets per Circuit.**

210.26(A) Circuits supplying convenience outlets, lighting or appliances shall have a minimum capacity of 20 amperes.

210.26(B) Not more than six convenience outlets or floor box receptacles, single or duplex shall be connected to on 120-volt circuit. Convenience outlets shall not be installed on lighting circuits.

ADD New Article 220.16(C) as follows:**220.16(C) Responsibility for Service and Feeders; Designing, Installing, or Adding Electrical Load.**

Any person, firm or corporation designing, installing or adding load to an existing electrical system shall be responsible that the main service conductors, main service equipment and feeders on which the additional load is added shall be of the proper size for the total connected load as required by the Electrical Code.

ADD New Article 230.28(C) as follows:

230.28(C) A 2" rigid metal conduit or 2" IMC conduit will be the minimum size allowed for an overhead service mast when used as the service attachment device. The conduit shall be securely mounted to withstand a minimum pull of 2,000 pounds.

ADD New Article 230.2 (F)(G) as follows:**230.30 Marking and Labeling of Service Equipment; Devices to be Identified.**

230.30(F) The service disconnecting means meters for multiple occupancy buildings shall be legibly and permanently marked showing occupancy or apartment designation.

230.30(G) Each meter of all multiple meter installation shall be permanently and legibly identified with a tag showing the occupancy designation and located so as to be visible after installation in a manner acceptable to MLGW.

ELECTRICAL CODE**230.70(A) (1) (a) Service Entrance Conductors without Over Current Protection.**

Service entrance conductors without over current protection shall not extend more than 15 feet inside a building measured from the point of entrance.

230.201 Service and Feeder Requirement in Excess of 600 Volts; Design Requirements.

230.201(A) System installed by contractors for private owners above 600 volts shall be designed by a Registered Professional Engineer in accordance with the requirement of MLGW and the NEC.

230.201(B) The plans of such systems shall be approved by the Building Official and MLGW prior to installation.

300.4(A) Wiring Methods Inside Buildings where the Voltage is less than 600 volts.

In order to provide a greater degree of protection from electrical fires, all electrical wiring for lighting, receptacles, appliances, power and controls in construction, alteration or repair of buildings shall be installed in rigid or intermediate metallic conduit, electrical metallic tubing, surface metal raceway, under floor raceway, wire way, busway, MC Cable, Rigid PVC, ENT, or other approved wiring methods.

AMEND ARTICLE & ADD SECTION (5) as follows:

300.5(D) Protection from Damage. Direct-Buried Conductors and cables shall be protected from damage in accordance with (D)(1) through (D)(5)

(5) Separation from gas piping. Direct-Buried conductors, raceways, conduits, etc., shall be separated from gas pipe by a minimum of 12 inches when installed in the same ditch, trench, slab, etc.

310.104 (1) Aluminum conductors shall be permitted under any of the following conditions:

1. Indoor Installations.
 - (a) Sizes No, 1/0 AWG and larger.

DELETE the following Articles and REPLACE with:

Delete Article 320 of NEC and replace with the following:

320 Armored Cable shall not be used.

Delete Article 322 of NEC and replace with the following:

322 Flat cable assemblies shall not be used.

Delete Article 324 of NEC and replace with the following:

324 Flat conductor cable shall not be used.

AMEND ARTICLE 334.12 Uses Not Permitted (A) "Type NM, NMC and NMS" by adding a new Section 334.12(A)(11) so that when amended it reads as follows:

334.12(A)(11) In non-residential occupancies.

ELECTRICAL CODE

AMEND ARTICLE 340.12 "Uses Not Permitted" by adding a new section 340.12(12) so that when amended it reads as follows:

340.12(12) In non-residential occupancies.

ADD Article 680.20(A) as follows:**680.20 (A) Pool Alarms**

As of January 1, 2011, Tennessee Code Annotated Title 68, Chapter 14 requires a pool alarm to be installed on any structure that is intended for swimming or recreational bathing and contains water over thirty-six inches (36") deep. This includes, but is not limited to in-ground, above ground and on-ground swimming pools, hot tubs, and non-portable spas (T.C.A. 68-14-802 (3)).

A "pool alarm" means a device which emits a sound of at least fifty (50) decibels when a person or an object weighing fifteen (15) pounds or more enters the water in a swimming pool. But shall not include swimming protection alarm devices designed for individual use, such as an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water (T.C.A. 68-14-802 (1)).

Each person, enterprise, agency or entity that purchases or acquires a swimming pool to be installed after the effective date of this act shall install a pool alarm before using or making available for use such swimming pool (T.C.A. 68-14-804).

When an electrical inspection is required for the installation of a swimming pool, the electrical inspector shall not give final approval for the electrical wiring unless a properly functioning swimming pool alarm has been installed (T.C.A. 68-14-805 (a)).

No local government shall issue a building permit for the construction or substantial alteration of a swimming pool located at a residential dwelling unless the project calls for a functioning swimming pool alarm to be installed prior to the completion of the construction project (T.C.A. 68-14-805 (b)(1)).

It is an offense for any person, firm, association or corporation to knowingly accept a building permit for a swimming pool located at a residential dwelling unless a functioning swimming pool alarm will be installed prior to the completion of the construction project (T.C.A. 68-14-805 (b)(2)).

701.2.1.1 Exception 1: See City of Bartlett Ordinance # 93-14, Codified Ordinance # 09-0604 (Weather Proof Panels). Except by special permission from the City of Bartlett Director of Code Enforcement and the City of Bartlett Electrical Inspector.

IRC CHAPTER 34-43 AMENDMENTS TECHNICAL RULES APPLICABLE TO RESIDENTIAL OCCUPANCIES (ONE & TWO FAMILY DWELLINGS)

3402.4 Wiring Penetrations. All wiring penetrations of top plates shall be sealed with caulk or other sealing material.

AMEND ARTICLE 3405.8 and ADD Exception 1 as follows:

3405.8 Weather Proof Panels. Weather proof panels are not allowed in Bartlett as per City Of Bartlett Ordinance.

Exception 1: Except as specifically approved by the Code Official.

3601.8 Unprotected Service Conductors Length. Service entrance conductors without over current protection shall not be extended more than 15 feet inside a building measuring horizontal from the point of entrance.

3702.15 Any residential appliance or equipment rated at 1000 watts and any electric motor of ½ horse power or larger shall be supplied by individual circuits of adequate capacity for the device to be connected. Receptacles installed in such circuits shall be single opening grounding type rated at 125% of the name plate current of the equipment to be connected, but in no case shall they be rated less than 20 amperes. Service outlets installed at heating equipment may be duplex outlets rated at 20 amperes. (Example: Microwave)

3703.3(A) Electric Washer-Dryer Combinations. Electric washer-dryer combinations rated 5KW or less may be wired on a 30-ampere circuit with a 30 ampere grounding type receptacle. The service demand shall be 20 amperes.

3706.6 Weather Proof Panels. Weather proof panels are not allowed in Bartlett as per City Of Bartlett Ordinance #93-14, Codified Ordinance #09-0604

3802.2.2.3 Installation Requirements; Cable Installation

General. Assemblies with conductors smaller than No. 8 AWG must be run through bored holes, except that in attics where the distance between the top of the ceiling joist and bottom of rafters is two feet or less, the cable may be secured directly to structural members.

3802.2.2.4 Truss Roof Construction Installation. In truss roof construction, cable assemblies with conductors smaller than No. 8 AWG may be secured to the bottom of top chord trusses or may be secured to the top of the bottom chord of trusses and/or may be secured to other structural members, except that protection for cable assemblies shall be required within 6 feet of the nearest edge of scuttle hole or attic entrance. Nominal 2 x 4 truss members shall not be bored for cable assemblies.

ELECTRICAL CODE

3901.4.2 Exception Island Receptacles. Receptacles are not required on moveable island counters without appliances. (SEE DEFINITIONS)

3910 Fire Damage and Building Relocations. Buildings moved from one location to another that are to be used as a single family dwelling shall meet the following requirements:

3910.1 Service entrance conductors shall be governed by new service rules.

3910.5 An inspection and written FIRE RULING must be obtained from the City Of Bartlett Code Enforcement Office prior to commencing work on fire damaged jobs.

IRC R314.4 Power for Smoke Detection Circuits. Smoke Detectors required by the International Residential Code and installed within dwelling units shall not be connected as the only load on a branch circuit. Such detectors shall be supplied by branch circuits having lighting loads consisting of lighting outlets in habitable spaces.

ELECTRICAL CODE

ADD Section E3401.5 City of Bartlett Electrical Code Chapter 17 as Alternate Method to NEC**Chapter 17- Technical Rules Applicable To Residential Occupancies (One and Two Family Dwellings)****Section 1701 General Requirements**

1701.1 Applicability. Chapter 17 shall apply to all one- and two-family dwellings except that sections 1703 and 1711 shall not apply where the prescriptive requirements of the NEC are met. Where the feeder and service loads are calculated in accordance with the NEC, the load calculations shall be submitted with the permit application.

1701.2 ARC Fault Protection. Arc Fault Circuit Interrupter protection shall not be required for bathrooms, garages, and unfinished basements; and for individual branch circuits supplying refrigeration equipment.

Section 1701.3 Additional Load for Existing Occupancies. On existing residential occupancies where the main service to each dwelling consist of No. 8 AWG conductors, additional load may be added without increasing the service conductor size provided the sum of the existing load and additional load as computed shall not exceed 40 amperes per phase or leg.

Section 1703 - Load Calculations

1703.1 General. The load for services and feeders shall be permitted to be calculated in accordance with this section in lieu of the methods required by Article 220 of the National Electrical Code. Where this method is used the installation shall comply with all of the provisions of this Chapter.

1703.2 General Purpose Circuits. The service conductors, feeder and service equipment in single and two family residential occupancies, for general purpose circuits shall have a capacity of not less than 10 amperes for each of the first six 120 volt 2-wire branch circuit; not less than 5 amperes for the next six 120 volt 2-wire branch circuits, and all other 120 volt 2-wire branch circuits 13 and over shall be computed at 3.5 amperes each.

1703.3 Addition of Load. On existing jobs where additional load is being installed, services, feeders, and service equipment shall be increased to provide for the additional load.

1703.4 Range Service Requirements. Where the total connected single-family range does not exceed 17 KW, a service and/or feeder demand of 35 amperes may be used. Conductors supplying outlets for ranges other than built-in type shall be of sufficient size for the range connected, but in no case shall they be smaller than number 8 copper (AWG) rated at 50 amperes. Receptacles used for disconnecting means shall be rated at 50 amperes and supplied by a 50-ampere overcurrent device. Cook tops may be wired with #10 conductors and protected by 30 ampere over current devices.

ELECTRICAL CODE

1703.5 Electric Washer-Dryer Combinations. Electric washer-dryer combinations rated 5KW or less may be wired on a 30-ampere circuit with a 30 ampere grounding type receptacle. The service demand shall be 20 amperes.

1703.6 Spare Circuits For Lighting and Appliances. Spare lighting and appliance branch circuits shall be computed as circuits in use.

1703.7 Other Spare Circuits. Spare circuits for loads other than lighting and appliances shall be computed on the basis of their intended use, or where the future load is not known, the average of the connected load of similar circuits in use on the premises.

1703.8 Other Loads. Loads for appliances and equipment not listed in this section shall be calculated in accordance with the 2017 National Electrical Code.

Section 1704 Unprotected Service Conductors Length. Service entrance conductors (without over current protection) shall not extend more than 15 feet inside a building measuring horizontal from the point of entrance.

Section 1705 Minimum Service Size. No service shall be installed with less than #6 AWG. In new single-family dwellings and in each unit of duplex residential dwellings, the service entrance conductors shall have the equivalent capacity of not less than the following:

1. 100-amperes for residences with an area of 501 square feet through 1,500 square feet; the service conductors shall extend from the service head to the terminals of the first over current devices or the distribution equipment.
2. 200-amperes for residences with an area of 1,501 square feet through 3,000 square feet; the service conductors shall extend from the service head to the line terminals of the first over current devices or the distribution equipment.
3. 225-amperes for residences with 3,001 through 4,000 square feet, the service conductors shall extend from the service head to the line terminals of the first over current device or distribution equipment.
4. 400 amperes for residences with over 4,000 square feet, the service conductors shall extend from the service head to the line terminals of the meter socket.

Section 1706 Service Conductor Splicing. On existing installations, the conductors from the meter to the service drop may be extended splices being made with the appropriate fittings. On new installations, service entrance conductors from the meter to the service drop shall be without splices, except as permitted by Section 1501.4.

Section 1707 Service Equipment and Meters; Location and Requirements.

1707.1 Location. Location of services outlets, meters, and metering equipment shall conform to the requirements of MLGW.

ELECTRICAL CODE

1707.2 Location of Disconnect. Disconnect means shall always be located on the load side of metering equipment.

1707.3 Additional Taps on Existing Residential Installations. On existing residential installations, in addition to the tap or connection from the load terminals of the meter socket to the line terminals of the main or sub-division switch, and that from the load terminals of the main or subdivision switch to the load, two additional taps to load may be made, one from the load terminal of the meter socket and one from either the line terminals or the load terminals of the main or sub-division switch.

1707.4 Taps for Alternative Energy Metering Equipment. A tap complying with MLGW requirements shall be permitted to be made to conductors or equipment on the line side of metering equipment, within the metering equipment enclosure, for the connection of alternative energy source metering equipment to the premises wiring system.

Section 1708 Wiring Methods; Single and Two Family Occupancies

1708.1 General. Nonmetallic-sheathed cable and service-entrance cable shall be permitted to be used in one- and two-family dwellings. Where nonmetallic-sheathed cable is extended through outside walls or floors the cable shall be run through a conduit nipple, properly bushed. Roof sheathing must be completed before cable is installed.

1708.2 Securing Methods for Cable. Service entrance cable and non-metallic sheathed cable, 8 AWG or larger, may be secured directly to permanent structural members on attics and lower edges of joists under houses and unfinished basements. Where distance between ceiling joist and bottom rafters is two feet or less in attics, cable may be run on top of joists or lower edges of roof rafters. Where cable is run parallel to joists, it shall be secured at intervals not exceeding 4-1/2 feet. Where cable is run across joists, it shall be secured on every other joist.

Section 1709 Installation Requirements; Cable Installation

1709.1 General. Assemblies with conductors smaller than No. 8 AWG must be run through bored holes, except that in attics where the distance between the top of the ceiling joist and bottom of rafters is two feet or less, the cable may be secured directly to structural members.

1709.2 Truss Roof Construction Installation. In truss roof construction, cable assemblies with conductors smaller than No. 8 AWG may be secured to the bottom of top chord trusses or may be secured to the top of the bottom chord of trusses and/or may be secured to other structural members, except that protection for cable assemblies shall be required within 6 feet of the nearest edge of scuttle hole or attic entrance. Nominal 2 x 4 truss members shall not be bored for cable assemblies.

1709.3 Branch Circuit Installation. All branch circuit conductors shall be properly joined and terminated prior to rough-in inspection.

ELECTRICAL CODE

Section 1710 - Wiring Methods Service Requirements for Townhouses

1710.1 Definition. A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a yard or public on not less than two sides.

1710.2 Meter Location. The electric meter for townhouses shall be located on the apartment unit it serves.

Section 1711 Minimum Requirements for Dwellings Using the City of Bartlett Optional Calculation Method (1703)

1711.1 Applicability. This section amends the requirements of the NEC for dwelling units that have the service and feeder loads calculated in accordance with Section 1703. Where this optional method is used, the dwelling unit shall comply with all of the requirements of this section. This section shall not apply to dwelling units wired in accordance with the 2017 NEC. Wherever floor areas are mentioned herein, it shall be understood that such areas are to be calculated from the outside dimensions of the building and by the number of floors.

1711.1.2.1 Locations Not Included In Area. Carports, open porches, unfinished attics, basements, and rooms not connected to the house shall not be computed in the area requirements.

1711.1.2.2 Omissions Allowed For Lighting Circuits. Living rooms and dens without lighting outlets shall be omitted from floor area calculations for lighting circuit calculations.

1711.1.2.3 Kitchen Exclusion. The area of the kitchens supplied by special kitchen circuits shall be omitted from the floor area calculations for receptacles.

1711.2.1 Branch Circuit Wiring. At least one lighting outlet shall be installed in each room, including bathrooms, toilet rooms, halls, and storage rooms, on porches, and at outside entrances without porches, in attics where stairs are installed or provided, and in basement rooms, attached garages, except in living rooms, bedrooms, and dens where one or more convenience outlets are controlled by wall switch. Porch and outside entrance lights shall be wall switched. Switch shall be adjacent to door where practicable. Attic light shall be installed close to or over attic stairs and controlled by wall switch. Switches for lighting outlets shall be located on the strike side of doors; if this is not possible, it shall be located as near the door as possible, but in no case shall it be behind the door swing.

AMEND Section 1711.2.2 by ADDING Language for Clarity Type as follows:

1711.2.2 Lighting Circuits, Minimum Required. At least one lighting circuit shall be installed for each 750 square feet of floor area or fraction of this area, in residential occupancies. Not more than 12 lighting outlets **with the ability to use Edison based lamps** shall be connected to any lighting circuit. Lighting circuits may be wired with 14-gauge wire and protected by 15-amp overcurrent devices. Receptacles shall not be supplied by lighting circuits.

ELECTRICAL CODE

1711.2.3 Bathrooms. Toilet rooms that have a washbasin and bathrooms shall have one convenience outlet adjacent to each sink. Halls having over 50 square feet of floor space shall have at least one convenience outlet.

1711.2.4 Special Installation Allowed. Where the required number of convenience outlets is installed in a room, and due to special conditions it is impractical to space them 12 feet apart, they may be spaced in the most practical manner as near as possible to the 12 foot requirement.

1711.2.5 Separate Eating Areas. Receptacle outlets in eating areas, which are or are not a part of the kitchen may be installed as part of the kitchen receptacle circuits, or installed on receptacle circuits.

1711.2.6 Kitchen Circuits. Two or more circuits, each protected at 20 amperes, and with each such circuit supplying not more than three convenience outlets, shall be installed in every kitchen in new buildings or where kitchens are completely remodeled, or where kitchens are added to existing building, or where existing kitchens are enlarged. A vent-a-hood, gas fired appliance or electric clock may be wired as the fourth outlet on a kitchen circuit. These circuits and outlets shall not extend beyond the kitchen (except as permitted in Section 1715.5).

1711.2.7 Electric Clothes Washing Machines. Electric clothes washing machines shall be installed on a separate circuit.

1711.2.8 Central Vacuum Power Units. Permanently installed central vacuum cleaner power units shall be installed on a separate circuit.

Section 1711.1.3 Garage, Storage, Basements and Carports. Attached and detached garages, and attached carports, basements, and storage areas of 20 square feet or more in area shall have a minimum of one grounding type convenience outlet and one lighting outlet, which may be combined if supplied by a 20-ampere circuit. Such outlets shall not include those installed for door openers and freezers.

Section 1711.1.4 Detached Living Quarters. Rooms connected to a house and used, as living quarters shall comply with requirements for installation of convenience outlets. Ceiling outlets may be combined with the convenience outlet on a 20-ampere circuit in rooms not exceeding 250 square feet.

Section 1711.1.5 Receptacle Circuits. Not more than 16 convenience outlets, single or duplex shall be connected to any circuit and no single circuit shall supply an area of more than 750 square feet. Receptacle circuits shall be wired with 12-gauge wire and protected by 20-amp overcurrent devices.

Section 1711.6 Special Convenience Lighting. Special wall convenience outlets for clocks, fans, etc., located 5 feet or more above floor level shall not be considered as complying with the convenience outlet required in each room, but such special wall outlet may be connected to either lighting or convenience outlet circuits.

ELECTRICAL CODE

Section 1711.7 Room Additions. Rooms added to existing residential occupancies, where the addition does not exceed 250 square feet of floor areas, the lighting and convenience outlets, not exceeding 12, may be connected to the same circuit, and not less than 20 ampacity wires can be used. This shall not apply to kitchen additions.

Section 1712 Small Appliance Circuits. For installations not utilizing the optional methods permitted by sections 1703 and 1711, the small appliance circuits required by Section 210.11(C) of the NEC shall have the load evenly proportioned between the circuits by having each adjacent receptacle in the area(s) served supplied by a different circuit.

Section 1720 Branch Circuits Existing Residential Occupancies; General Wiring Requirement – (Minimum Property Standards)

1720.1 Removal of Unsafe Wiring. In existing dwelling building previously wired with cord wiring, unauthorized extensions, or where other hazardous wiring conditions exist, all hazardous wiring shall be removed, and the new wiring installed to comply with the minimum requirements.

1720.2 Wiring Upgrade for Substandard Dwellings. Existing substandard dwellings shall be wired to meet the minimum requirements as stated below.

1720.3 Retention of Existing Wiring. Existing portions of dwelling buildings may be wired with 15-ampere capacity circuits for lighting and 20-ampere capacity circuits for receptacles.

1720.4 Required Receptacles, Circuits, Special Location Standards and Lighting Outlets. In determining the minimum number of receptacles or lighting outlet in each room of a building, their location in such rooms, the circuits required to properly accommodate such receptacles and outlets and related requirements, the standards and minimum requirements established in the 2003 Edition of the *ICC Property Maintenance Code*, or any later edition hereafter adopted by City of Bartlett, shall be used to locate, size, type and establish the minimum number of such items.

Section 1721 Fire Damaged Buildings. An inspection and written ruling must be obtained from the City of Bartlett prior to commencing work, other than demolition work or temporary service, on fire damaged building.

Section 1722 Building Relocation. Minimum Requirements Buildings moved from one location to another that are to be used as a single-family dwelling shall meet the following minimum requirements:

1. Service entrance conductors shall be governed by new service rules.
2. Kitchens shall have no less than two circuits with a maximum of 3 convenience outlets per circuit.
3. Lights and convenience outlets shall comply with existing branch circuit residential occupancies general requirements.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 3176)

Meeting: 07/26/22 06:00 PM
Department: Code Enforcement
Category: Amendment
Prepared By: Penny Medlock
Initiator: Jim Brown
Sponsors:
DOC ID: 3176

Ordinance 22-04, an ordinance to amend Title 13, Chapter 1 Property Maintenance Regulations by adopting the 2021 Edition of the International Property Maintenance Code, as amended, and deleting Chapter 4, Location of Fences on Private Property.

WHEREAS, the City of Bartlett Charter empowers the City to provide for the health, and safety of the citizens and to ensure the health cleanliness and safety of all buildings, lands and places; and

WHEREAS, the 2021 Edition of the International Property Maintenance Code as amended outlines the minimum standards and requirements necessary to allow the City to provide for the health, safety and cleanliness of all property within the City of Bartlett.

WHEREAS, the location of fences on private property is currently contained in the Zoning Ordinance;

NOW, THEREFORE, BE IT HEREBY ORDAINED that the Board of Mayor and Aldermen hereby adopt the 2021 Edition of the International Property Maintenance Code, as amended, and delete Chapter 4 in Title 13.

SEVERABILITY - Should any portion or part of this Ordinance be rendered void or unenforceable by any Court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

EFFECTIVE DATE This Ordinance shall become effective on, August 9, 2022 the public welfare requiring it.

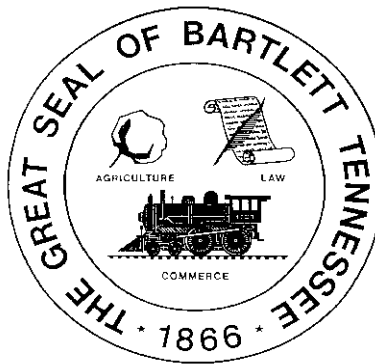
First Reading: July 12, 2022
Second Reading: July 26, 2022
Third Reading: August 9, 2022

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

A. Keith McDonald
Mayor

ATTEST: _____
Penny Medlock
City Clerk

CITY OF BARTLETT



2021

**PROPERTY
MAINTENANCE
CODE
AMENDMENTS**

Attachment: 2021 PROPERTY MAINTENANCE CODE AMENDMENTS (3176 : Ord.22-04, Property Maintenance Code)

AMEND Section 101.1 as follows:**101.1 Title**

These regulations shall be known as the Property Maintenance Code of The City of Bartlett, hereafter referred to as “this code.”

AMEND Section 103.2 to read as follows:**103.2 Appointment**

The Code Official shall be appointed by the Mayor and shall serve at his will & pleasure.

AMEND Section 103.3 to read as follows:**103.3 Inspections**

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the Mayor.

DELETE Section 104 entirely and replace with the following:**104.1 Fees**

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be indicated in the Code Enforcement Fee Schedule. Copies of the fee schedule are available in the Code Enforcement office.

ADD the following to Section 109.3.1 as follows:**109.3.1 Prosecution of violation**

All repair costs are to include, but not necessarily be limited to the following:

- (a) Construction cost including removal and disposal, temporary repairs and barricading, materials and labor cost.
- (b) Administrative cost of one hundred dollars (\$100.00) or fifteen percent (15%), whichever is greater.

ADD the following to Section 302.3 as follows:**302.3.1 Sidewalks and Driveways**

If the property owner does not complete the necessary sidewalk repairs within sixty (60) days and the city undertakes the repairs, the property owner has the option of paying within thirty (30) days of completion of the repair work, wherein the administrative fee will be waived. If the property owner is unable to pay within the allotted thirty (30) days, he can pay via a 12-month payment plan set by the finance department.

AMEND Section 302.4 to read as follows:**302.4 Weeds**

All premises and exterior property shall be maintained free from weeds or plant growth in excess of nine (9) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/26/22 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Memphis Classic Chevy's Car Show.



Monday week before
Board meeting



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

2629 Bartlett Blvd
Address

38134
Zip Code

10-22-22
Dates of the Event

8AM - 4PM
Hours of the Event

CAR SHOW : MEMPHIS CLASSIC CHEVYS
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Property Owner

Special Event Permit Applicant

6088 YORKHILL DR. BARTLETT 38135
Address of Applicant

901-251-0808 - JACK MARRY
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

ok
8150

JACK MARRY
Responsible Person

6-14-22
Date

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

APPROVAL

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

Attachment: 2629 BARTLETT BLVD-CAR SHOW-OCT 2022 (3179 : Car Show)

Special Event Checklist

Event: MCCC CAR SHOW
 Location: PAVILLION AT FREEMAN PARK
 Dates: 10-22-22

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 I 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.	
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.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2022

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

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

PRODUCER Hagerty Insurance Agency, LLC 121 Drivers Edge Traverse City MI 49684-1303	CONTACT NAME: PHONE (A/C, No, Ext): (888) 216-2420 FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED Memphis Classic Chevy Club 6088 Yorkhill Drive Bartlett TN 38135	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Markel Insurance Company	38970														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 16018

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	CVG9915-02	09/08/2022	09/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						\$
						\$

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

Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Memphis Classic Chevy Club event to be held at City of Bartlett, W.J. Freeman Park, 2629 Bartlett Blvd, Bartlett TN 38134 on October 22nd, 2022.

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett 6400 Stage Rd. 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
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MARKEL INSURANCE COMPANY

6.1.a

COMMERCIAL LINES POLICY DECLARATIONS

POLICY NUMBER: CVG9915-02

PREVIOUS POLICY NUMBER: CVG9915-01

COMPANY NAME Markel Insurance Company	PRODUCER NAME 56197 Hagerty Insurance Agency LLC 141 River's Edge Dr., Suite 200 Traverse City, MI 49684
NAMED INSURED: Memphis Classic Chevy Club	
MAILING ADDRESS: 6088 Yorkhill Drive Memphis, TN 38135	
POLICY PERIOD: FROM 09/08/2022 TO 09/08/2023 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.	
BUSINESS DESCRIPTION	Collector Car Clubs

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL GENERAL LIABILITY COVERAGE PART	PREMIUM \$350.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	EXCLUDED
TOTAL:	\$350.00

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: CVG9915-02	EFFECTIVE DATE: 09/08/2022
-------------------------------------	--------------------------------------

NUMBER**TITLE****COMMON**

MJIL 1000 (06-10) Signature Page
 MD 001 (07-02) Commercial Lines Policy Declarations
 IL 00 03 (09-08) Calculation Of Premium
 IL 00 17 (11-98) Common Policy Conditions
 IL 00 21 (09-08) Nuclear Energy Liability Exclusion Endorsement (Broad Form)
 IL 02 50 (09-08) Tennessee Changes - Cancellation And Nonrenewal
 MIL 1214 (09-17) Trade Or Economic Sanctions

GENERAL LIABILITY

MDGL 1500 (03-14) Commercial General Liability Policy Declarations
 CG 00 01 (04-13) Commercial General Liability Coverage Form
 CG 20 02 (11-85) Additional Insured - Club Members
 CG 20 11 (04-13) Additional Insured - Managers Or Lessors Of Premises
 CG 20 12 (04-13) Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations
 CG 20 26 (04-13) Additional Insured - Designated Person or Organization
 CG 20 28 (04-13) Additional Insured - Lessor Of Leased Equipment
 CG 21 16 (04-13) Exclusion - Designated Professional Services
 CG 21 32 (05-09) Communicable Disease Exclusion
 CG 21 35 (10-01) Exclusion - Coverage C - Medical Payments
 CG 21 47 (12-07) Employment-Related Practices Exclusion
 CG 21 49 (09-99) Total Pollution Exclusion Endorsement
 CG 21 73 (01-15) Exclusion of Certified Acts of Terrorism
 CG 21 96 (03-05) Silica Or Silica-Related Dust Exclusion
 MGL 1266 (08-14) Amended Duties And Representations Conditions
 MGL 1319 (01-16) Exclusion - Unmanned Aircraft
 MGL 1346 (10-19) Exclusion - Abuse, Molestation, Or Exploitation
 MGL 1356 (10-20) Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data
 MGL-TERR-2 (01-15) Confirmation of Exclusion of Certified Acts of Terrorism Coverage - Terrorism Risk Insurance Act
 MIL 1301 (03-14) Exclusion - Fungi or Bacteria
 MIL 1303 (05-15) Exclusion - Asbestos
 MIL 1304 (05-15) Exclusion - Lead Liability

Laura Jenkins

From: Jack Mabry <belair55dream@yahoo.com>
Sent: Thursday, June 30, 2022 9:55 AM
To: Laura Jenkins
Subject: [External] Fw: Attachments for Application for Special Event Permit for 22Oct2022
Attachments: COI.pdf; Hagerty - Declaration Page - 2022 to 2023.pdf; MCCC Banner for car shows - May2022.jpg; Map - Pavillion - WJ Freeman Park.docx; APPLICATION FOR SPECIAL EVENT PERMIT - BLANK.pdf

Thank you!

JACK MABRY
MEMPHIS CLASSIC CHEVY CLUB
www.memphisclassicchevys.com

MEMPHIS CLASSIC CHEVYS 1955-1972

----- Forwarded Message -----

From: "gbonner792@att.net" <gbonner792@att.net>
To: Jack Mabry' <belair55dream@yahoo.com>
Sent: Wednesday, June 8, 2022 at 02:49:59 PM CDT
Subject: Attachments for Application for Special Event Permit for 22Oct2022

Jack,

I'm sending copy of attachments you will need when you submit the completed Application for Special Event Permit – you will also need to take a check for fees!

COI

Hagerty Insurance/Declaration Page – showing insured through 9/2023

Site Map/Pavilion at Freeman Park

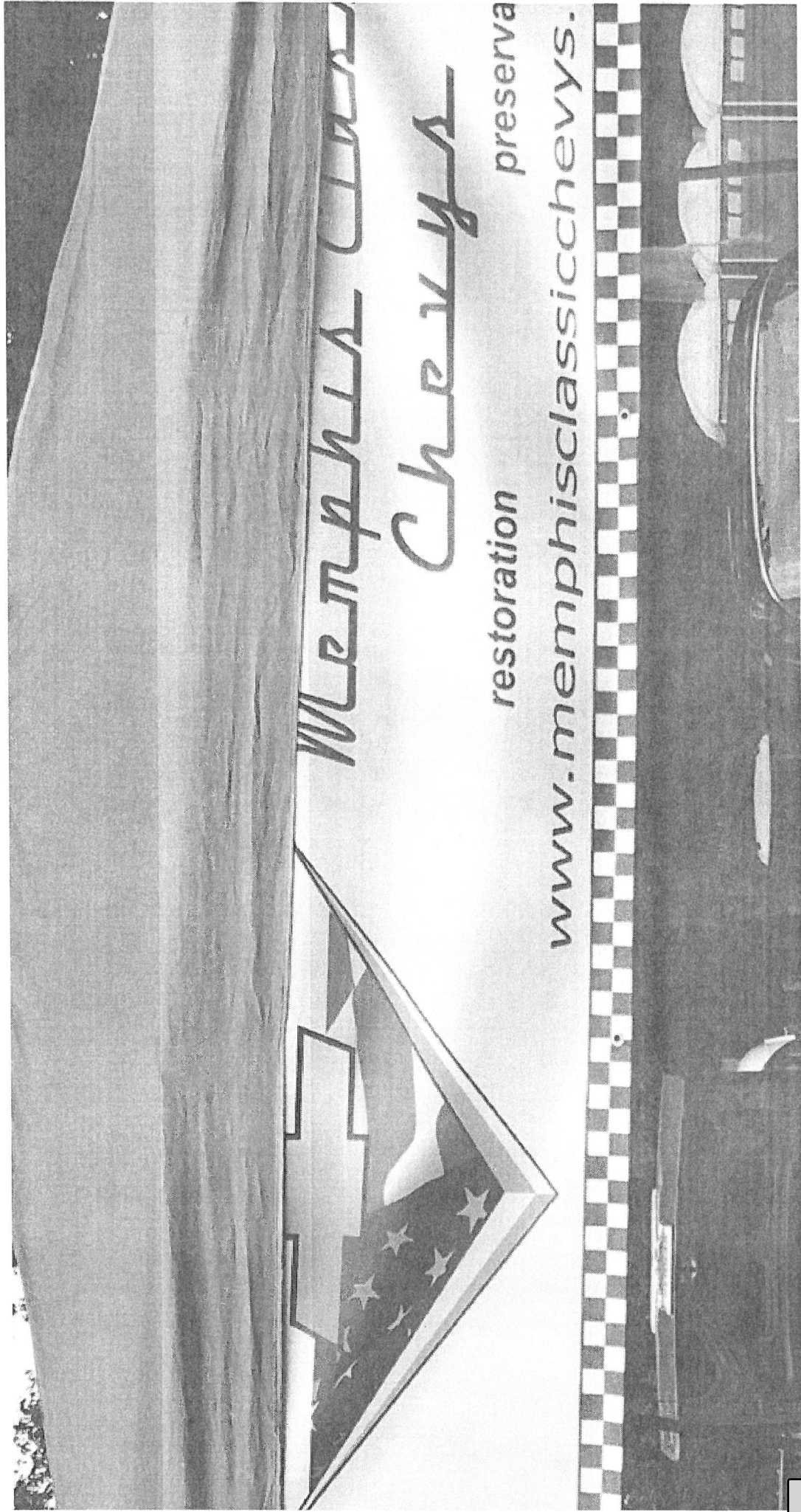
Copy of Banner

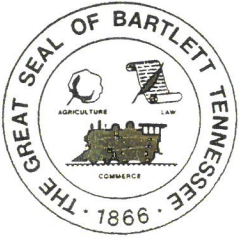
Blank – Application for Special Event Permit

Attachment: 2629 BARTLETT BLVD-CAR SHOW-OCT 2022 (3179 : Car Show)

Pavillion – WJ Freeman Park
2629 Bartlett Blvd, Bartlett, TN 38134







City of Bartlett

PARKS & RECREATION

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

July 6, 2022

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

The Memphis Chevy Classic Club has requested the use of W. J. Freeman Park's A. Keith McDonald Pavilion parking area for their Car Show. This event will be held from 8:00am until 5:00pm, Saturday, October 22, 2022.

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 Department Director
City of Bartlett

cc:
Cookie Bonner, Memphis Chevy Classic Club

Attachment: 2629 BARTLETT BLVD-CAR SHOW-OCT 2022 (3179 : Car Show)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/26/22 06:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: John Horne

Bid for annual asphalt paving project.

The Fiscal Year 2023 annual bids for asphalt pavement were advertised in *The Daily News* on June 2, 2022. On June 16, 2022, we received two qualifying bids which were opened at City Hall.

Recommend awarding bids to:

**Asphalt Pavement picked up at plant: Lehman-Roberts Company (option 2)
Standard Construction (option 2)**

Asphalt Paving Citywide: Standard Construction (option 2)

The City Asphalt Pavement contract for FY2023 (Summer/Fall Only) is being awarded to Standard Construction Company, for the period from July 1, 2022 through December 31, 2022.

A copy of the bid tabulation sheet is attached. A copy of the bid tabulation with estimated quantities, so total estimated project costs can be compared, is also attached. We took bids for 2 options. Option 1 is for a fixed unit price. Option 2 is for an indexed unit price. The asphalt index changes each month according to the price of oil. Our actual monthly unit price will be different each month, using option 2. Our price could be higher or lower than the bid prices. Bidders used the May asphalt index when bidding. June and July were both higher. Attached is a spreadsheet that shows how the asphalt index has changed our asphalt price in July compared to May.

Attached also find a copy of the bid document, a map of the 3 areas included on this project, and a street list. The contract originally included only areas 1 and 2, but area 3 is being added because it is carried over from the spring paving project. It could not be completed in time or budget in spring. At the current asphalt price for all 3 areas, the estimate for patching, milling, and paving only stands around \$1.8M. This type of project is awarded based on unit prices, not a contract total. Paving areas can be added or deleted as necessary during construction.

Asphalt Pavement is being awarded to both vendors for the item 411-D, to be picked up at the plant item, as Public Works uses this item throughout the year as needed for patching. Public Works crews will pick it up from whichever asphalt plant and vendor has that asphalt mix available at that time with Lehman Roberts being the lower cost provider.

Both of these contractors have performed work in the City of Bartlett.
Funds are available in Account 311.48311.780.456.

Bid Tabulation Sheet
FY2022-05-036 Asphalt Pavement
DUE : June 16, 2022

Pricing for July 1, 2022 thru December 31, 2022

		Standard Construction		Lehman Roberts	
		Option 1 (Fixed)	Option 2 (index)	Option 1 (Fixed)	Option 2 (index)
Item	Unit	Unit Price	Unit Price	Unit Price	Unit Price
411-D Hot Mix (In Place)	Ton	\$172.80	\$143.50	\$192.00	\$165.00
411-D Hot Mix (Picked up at Plant)	Ton	\$104.50	\$89.75	\$106.00	\$87.50
307-C Hot Mix (In Place)	Ton	\$227.50	\$193.75	\$275.00	\$250.00
307-C Hot Mix (For Patching, In Place)	Ton	\$295.00	\$251.50	\$410.00	\$360.00
307-C Hot Mix (Patching Subdivision streets)	Ton	\$295.00	\$251.50	\$500.00	\$425.00
Thin Mill	Ton	\$102.25	\$86.00	\$275.00	\$275.00
Standard Mill	Ton	\$102.25	\$86.00	\$295.00	\$285.00
Adjustment of water valves	Each	\$228.70	\$215.00	\$185.00	\$185.00
Adjustment of Manholes (Drain or Sewer)	Each	\$165.00	\$155.00	\$300.00	\$300.00
Crushed Concrete	Ton	\$120.00	\$110.00	\$200.00	\$200.00
CR-610	Ton	\$140.00	\$130.00	\$200.00	\$200.00
Cement Treated Base (CTB)	Ton	\$145.00	\$135.00	\$200.00	\$200.00

Attachment: Bidders totals (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

Item	Unit	QTY	Standard Construction				Lehman Roberts			
			Option 1 (Fixed)		Option 2 (index)		Option 1 (Fixed)		Option 2 (index)	
			Unit Price	Total Est. Price	Unit Price	Total Est. Price	Unit Price	Total Est. Price	Unit Price	Total Est. Price
411-D Hot Mix (In Place)	Ton	5139	\$172.80	\$888,019.20	\$143.50	\$737,446.50	\$192.00	\$986,688.00	\$165.00	\$847,935.00
411-D Hot Mix (Picked up at Plant)	Ton		\$104.50		\$89.75		\$106.00		\$87.50	
307-C Hot Mix (In Place)	Ton		\$227.50		\$193.75		\$275.00		\$250.00	
307-C Hot Mix (For Patching, In Place)	Ton	3340.4	\$295.00	\$985,418.00	\$251.50	\$840,110.60	\$410.00	\$1,369,564.00	\$360.00	\$1,202,544.00
307-C Hot Mix (Patching Subdivision streets)	Ton		\$295.00		\$251.50		\$500.00		\$425.00	
Thin Mill	Ton	915.44	\$102.25	\$93,603.74	\$86.00	\$78,727.84	\$275.00	\$251,746.00	\$275.00	\$251,746.00
Standard Mill	Ton	297.01	\$102.25	\$30,369.27	\$86.00	\$25,542.86	\$295.00	\$87,617.95	\$285.00	\$84,647.85
Adjustment of water valves	Each		\$228.70		\$215.00		\$185.00		\$185.00	
Adjustment of Manholes (Drain or Sewer)	Each		\$165.00		\$155.00		\$300.00		\$300.00	
Crushed Concrete	Ton		\$120.00		\$110.00		\$200.00		\$200.00	
CR-610	Ton		\$140.00		\$130.00		\$200.00		\$200.00	
Cement Treated Base (CTB)	Ton		\$145.00		\$135.00		\$200.00		\$200.00	
Total Estimated Project Price at time of bidding (MAY index)				\$1,997,410.21		\$1,681,827.80		\$2,695,615.95		\$2,386,872.85

QTY is estimated quantities for patching, milling, and overlay. Other items may not be needed and/or exact quantities are unknown, but should be low quantities.

Option 2 (index) price will utilize the "Basic Bituminous Material Index", which changes monthly due to fluctuations in the price of oil. These prices are based on the May price (\$705.42/ton). The price per ton in July is \$772.92.

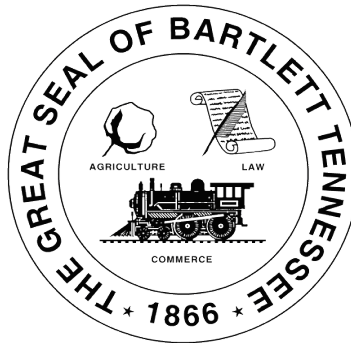
BITUMINOUS ASPHALT INDEX ADJUSTMENT

	411-d	307-c
ASPHALT MIX DESIGN USING % OF VIRGIN ASPHALT CEMENT	4.45%	3.75%
BITUMINOUS ASPHALT INDEX AT BID (May 2022)	\$705.42	\$705.42
BITUMINOUS ASPHALT INDEX AT TIME ASPHALT WAS LAID (July 2022)	\$772.92	\$772.92
BITUMINOUS ASPHALT INDEX ADJUSTMENT	\$67.50	\$67.50
\$772.92 LESS \$705.42 IS AN INCREASE OF \$67.50.		
ACTUAL BITUMINOUS ASPHALT INDEX ADJUSTMENT	\$3.00	\$2.53
4.45% X \$67.50 = \$3.00		
3.75% X \$67.50 = \$2.53		
ORIGINAL ASPHALT BID PRICE	\$143.50	\$251.50
ADJUSTED ASPHALT BID PRICE (JULY 2022)	\$146.50	\$254.03
\$143.50 PLUS \$3.00 = \$146.50		
\$251.50 PLUS \$2.53 = \$254.03		

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

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



REQUEST FOR SEALED BIDS

DUE: June 16, 2022, no later than 2:00 p.m. (CST)

FY2022-05-036 Asphalt Pavement Through December 2022

ENGINEERING

The City of Bartlett Engineering Department is seeking bids for Asphalt Pavement from July 1, 2022 through December 31, 2022.

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

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Public Notice.....	18
Specifications	19 to 20
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Notice of Award	23

FY2022-05-036 Asphalt Pavement Through December 2022
DUE: June 16, 2022

NOTICE TO BIDDERS

Bids are to be received no later than **2:00 P.M. on Thursday, June 16, 2022**. Sealed bids are to be marked **“FY2022-05-036 Asphalt Pavement Through December 2022”** and addressed as follows:

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

For any questions, please contact **Becky Bailey, PE**, at bbailey@cityofbartlett.org or 901-385-6499.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Please quote prices on the attached pricing sheet

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

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

NAME OF FIRM

EMAIL

ADDRESS

PHONE

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

DATE

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

GENERAL REQUIREMENTS

A. INTENT

The intent of this request is for the City of Bartlett Engineering Department to purchase Asphalt Paving Materials to be installed at specified locations on various streets for the period July 1, 2022 through December 31, 2022. This request also is to allow Bartlett Public Works to pick up asphalt at the plant to be used for street maintenance.

B. 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.

C. 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.

- All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
- Bidder shall include the signed pricing sheet along with the signed and notarized Public Acts 109 form (page 11). Note: An original, clearly marked, and one copies shall be included in the bid package.
- Bidder shall include a current, signed W-9 form (IRS Rev. October 2018)
- The City reserves the right to reject any and all bids.
- There is no guaranteed quantity or dollar amounts to be purchased against this bid.
- Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices.
- A Purchase Order will be issued to the successful vendor.
- All products delivered on an “as needed” basis to location as determined by the City of Bartlett Engineering Services.
- Work shall be completed between the hours of 7AM-4PM, Monday-Friday. Setup and cleanup can be done outside of these hours, but no bid items shall be paid outside of these hours unless prior request is made to the and engineering inspectors can be made available at other times. Requests will be granted on a case by case basis.
- City of Bartlett will make the determination if weather is not appropriate for work on any day.

D. INSURANCE REQUIREMENTS

D.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 execution of the Work included in this Contract.

D.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 thirty (30) 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 of 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, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

D.3 Worker's Compensation and Employers Liability - The 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.

D.4 Business Automobile Liability Insurance – Single limit of no less than \$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.

D.5 Commercial 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; h)XCU (Explosion, Collapse, and Underground), if applicable.

E. SAFETY, PROTECTION AND EMERGENCIES

E.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a. The public and to vehicular and pedestrian traffic,
- b. All employees on the Work and other persons who may be affected thereby,
- c. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- d. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

E.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All Work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph 1B.1.C or 1B.1.D caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

E.3 Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.

E.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional work done by the company in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

F. DRUG PROGRAM

F.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a. The City of Bartlett has a Drug and alcohol testing program for testing employees for workplace Drug and alcohol use.
- b. Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statements:

F.2 Drug Testing - It is the City's policy to require a Drug test in the following situations:

New Employee (Post offer testing)

Employee being advanced in job or salary, or both

Random under U.S. DOT regulations (may also include alcohol test).

Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).

When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault, or when at fault is not evident

When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

F.3 Drugs to be tested for - When Drug and alcohol screening is required under the provisions of this policy; a urinalysis test will be given to detect the presence of the Drug groups listed below. This list is not intended as an exhaustive inventory of every Drug for which an employee can be tested. The selection of Drugs subject to testing will be based upon known abuse in the community and the ability of any Drug to affect job performance.

- Alcohol (Ethyl)
- Amphetamines (e.g. Speed)
- Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- Cocaine
- Methaqualone (e.g. Quaalude)
- Opiates (e.g. Codeine, Heroin, Morphine, HyDromorphine, HyDrocodone)
- Phencyclidine (PCP)
- THC (Marijuana)
- Other illegal substances as requested by the City.

Note: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a Drug testing program for its employees at least as stringent as the government's program. See attached affidavit, (Page 10).

G. CLEANUP

Contractor is responsible for all clean-up of existing milled streets. Streets need to be cleaned by removing loose material and made ready for asphalt contractor to tack and install overlay over milled area within five working days.

H. HAUL

Contractor is responsible for hauling all milled material from the job site and disposing of the material in a correct fashion. For payment purposes, weighing of the milled material will be required with certified tickets provided to the City from a state certified scale.

I. MILLING

The paving contractor shall coordinate and schedule the milling operation on the various streets in order to ensure that the areas milled will be paved within 7 calendar days, weather permitting. Unless approved by the Engineer, **any area not paved within this 7 day period shall be subject to a penalty of \$200.00 per day to be paid by the paving contractor.** Penalty will be assessed against the invoices received from the paving contractor.

J. UTILITY ADJUSTMENT

Contractor will be responsible for all utility manholes and/or valve box adjustments associated with the milling. Removal of risers and adjustment of castings will be performed by contractor. **The City of Bartlett Standard Specifications have recently been updated to require SIGMA valve boxes and SIGMA drain and sewer manhole tops. SIGMA risers are specified for drain, sewer and water valve risers. Risers will not be supplied by the City of Bartlett. These will be provided and set to grade, by the Contractor.** See the current City of Bartlett Standard Specifications, available on the City of Bartlett website for more details.

The contractor shall be charged **\$100.00** for each water valve box that is damaged. This penalty will be deducted from invoices at time received from contractor.

K. TRAFFIC CONTROL

The contractor is responsible for all traffic control through the milling and paving process. Coordination of traffic control between the milling processes and overlay is the responsibility of the contractor.

L. COORDINATION

All coordination between the milling and paving will be the responsibility of the general paving contractor providing the bid. Milling and paving activities will not be separated by more than 7 calendar days. **If that time frame is not maintained, a \$200.00 per day penalty will be assessed against the paving contractor.** This is to assure a continual project keeping the construction inconvenience to a minimum.

M. WATER USAGE

The contractor will procure a water meter, free of charge, from Bartlett Public Works Department, located at 3585 Altruria Road. Contractor must meter any water used for this project with the Bartlett water meter so that usage can be documented by the Bartlett Water Department, for annual reporting. The water used will not be charged to the contractor.

N. BIDDING

Two unit prices are requested. Option 1 shall be fixed unit prices for the full contract term. Option 2 unit prices shall be adjusted (when applicable) by the “Basic Bituminous Materials Index.” See SP109B for more information about the indexed unit prices. It is included in this bid document on the following pages. Bidders are asked to submit bids on all items for option 2, even if the price is the same as for option 1.

O. AWARD OF BIDS

The Contract will be awarded to a responsible Bidder on the Basis of the lowest and/or best Bid submission. The Contract will require the completion of the work according to the Contract Documents.

End of General Requirements

FY2022-05-036 Asphalt Pavement Through December 2022
DUE: June 16, 2022

SP109B

SP109B

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S T A T E **O F** **T E N N E S S E E**

(Rev. 05-16-16)

January 1, 2021

(Rev. 04-01-19)

(Rev. 11-08-19)

SPECIAL

PROVISION

REGARDING

PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL

This Special Provision covers the method of payment adjustment for bituminous materials.

100% Virgin Bituminous Material

A payment adjustment will be made to compensate for increases and decreases of 5% or more in the contractor's bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under "Payment Adjustment for Bituminous Material" and calculated as described herein:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is **\$705.42** per ton.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. A payment adjustment shall be made provided the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

Where the price index varies 5% or more, the payment adjustment will be made as follows: PA = [Ic -

Ib] x T

Where:

PA = Price Adjustment for Adjustment Month Ib =
Basic Bituminous Material Index

Ic = Monthly Bituminous Material Index

T = Tons bituminous material for Adjustment Month

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be

made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material used after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", will **not** be made until after

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

FY2022-05-036 Asphalt Pavement Through December 2022

DUE: June 16, 2022

the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Ic - Ib] \times T$$

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Icd - Ib] \times T$$

Where:

PA = Price Adjustment for Adjustment Month Ib = Basic Bituminous Material Index

Ic = Monthly Bituminous Material Index

Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)

T = Tons

FOR REFERENCE ONLY

SiteManager calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

-tack coats and shoulder sealants (e.g. SS-1, SS-1h, CSS-1, Css-1h)	63% residue
-prime coats (e.g. AE-P)	54% residue
-scrub seals and microsurfacing (e.g. CQS-1HP)	65% residue
-chip seals (e.g. CRS-2, CRS-2P)	69% residue
-hot in-place recycle (ARA-3P)	63% residue

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more from the "Basic Bituminous Material Index" indicated in this Special Provision.

Where the price index varies 5% or more, the payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

FY2022-05-036 Asphalt Pavement Through December 2022

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PA =	Price Adjustment for Adjustment Month Ib = Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material containing RAP provided after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", shall **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material containing RAP shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

$$PA = [Icd - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where:

PA =	Price Adjustment for Adjustment Month Ib = Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.

(2) He/She is fully informed of the City of Bartlett's Drug policy as outlined in this bid.

(3) His/Her company has a testing program in place equal to or greater than the City's program.

Signed _____

Title _____

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

Signed _____

Title _____

My commission expires: _____, 20 _____.

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.

Print Name _____

Signed _____

Title _____

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

Notary

Signed _____ Print
 Name _____

Title _____

My commission expires: _____, 20_____.

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

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CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____

Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____
 African American _____
 Hispanic _____
 Other (please specify) _____.

_____ I have reviewed this request and have decided NOT to provide the requested information.

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

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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? _____

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.)

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

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The Title VI Assurance (below) is to be submitted on Supplier's Letterhead:

_____ assures that no person on the grounds of race,
color,
Company Name

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 - Name of Authorized Official

Date

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

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**

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STANDARD PRODUCT BID
ASPHALT PAVEMENT THROUGH DECEMBER 2022
July 1, 2022 through December 31, 2022

411-D ASPHALT PAVEMENT – (Overlay)

Asphalt Pavement shall meet the Tennessee Department of Transportation specifications Section 407 for asphalt mix 411-D.

411-D Hot Mix (In Place)

Unit price to include preparation of road bed and clean up. Overlay is to be coordinated with milling to escape penalty. (See milling specifications.) The 6,000 total tons includes 500 tons overlaid on Developer's streets. The Developer streets have not been determined at this time. The City of Bartlett streets to be overlaid is subject to change. All work shall be completed before December 31, 2022. Asphalt overlay will be 1" to 1.25" thick.

411-D Hot Mix (Picked up at plant)

Hot Mix picked up at plant will be for all street repair performed by Public Works maintenance crews throughout the year.

Note: "Estimated Tonnage may vary based on budgetary constraints."

411-D Hot Mix in Place, estimated tonnage: 5,500 Tons (City) + 500 Tons (Dev.)

411-D Hot Mix picked up by City for street repair, estimated tonnage: 600

Tons

307-C ASPHALT PAVEMENT

Asphalt Pavement shall meet the Tennessee Department of Transportation specifications Section 407 for asphalt mix 307-C.

307-C Hot Mix (In Place)

Unit price to include preparation of roadbed and clean up. New streets will require 3" of clipping preparation prior to placing a 2" ± lift of asphalt. On parking lots a 2 to 3 - inch lift will be required as determined by the City. Base asphalt shall be placed on gravel base or soil cement.

This year's Asphalt Pavement over Gravel Road Base or Soil Cement to be approximately 200 Tons to be completed by December 31, 2022. The contractor bidding this product understands this is only an estimate and the final quantities may be either less than or greater than the estimate. Pavement to be placed on various newly developed streets throughout the city.

307-C Hot Mix (For patching – In place)

Patching shall include all costs associated with digging out areas marked by the City for patching, including backfilling, compacting, and applying 307-C asphalt prior to resurfacing. Patching quantities will vary based on need on a project by project basis. Estimated tonnage is 3,500 tons of 307-C.

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

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307-C Hot Mix (Patching subdivision streets)

Unit price to include the necessary preparation of the roadway, cutting out and removing the roadway failures in subdivisions that are not 100% complete and have NOT had the final lift of surface asphalt installed, as determined by the City, including the disposal and clean up plus the installation of the base asphalt 307-C to the depths removed (3 to 6 inches, more or less) to match the existing asphalt base grade. The streets in these subdivisions will NOT receive the final lift of asphalt. These repairs will be made as necessary to repair roadway failures in subdivisions that are or may become dangerous.

Invoices shall be submitted for payment for each subdivision where repairs are deemed necessary by the City. The City will provide the contractor a list of the streets where the repairs are to be made. The contractor shall coordinate this work with the City and shall make the necessary cut out and repairs within 14 days of notice.

MILLING

The City of Bartlett has several streets which require milling.

- **Thin Mill:** Some roads require only a thin mill. On these roads, Contractor will skim the road, leveling patches and other bumps as well as milling deeper at all corners with handicap ramps so that the new surface will meet the toe of the gutter at the ramp with a flush transition. For the purpose of estimating a milling quantity, one third of the total estimated paving tons (or approximately ½" thickness) will be used. Roads that will require a thin mill will be noted on the paving plan list of streets. **Thin Mill Estimated tonnage is 1,000 tons.**
- **Standard Mill:** Other roads will require a standard mill. These are streets that have existing asphalt pavement 1" or more above the toe of gutter elevation. Contractor is responsible for milling a tapered section from 1" to 3" of existing asphalt surface. Milling widths may vary; however most milling will be in 24 foot +/- wide strips for arterial streets and 8 foot +/- wide strips for subdivision streets. For the purpose of estimating a milling quantity, one half of the total estimated paving tons will be used. Roads that will require a standard mill will be noted on the paving plan lists of streets. **Standard Mill Estimated tonnage is 300 tons.**

ADJUSTMENT OF MANHOLES

Includes the required manhole risers and installation prior to Paving.

DEEP PATCHING

CR-610, Crushed Concrete, Cement Treated Base (CTB)

These items are to be used as needed when subsurface conditions require a patch that is deeper than a standard 4" patch. Excavation of poor material and installation are included in the unit price of these items. Contractor and engineering inspector will determine if a deep patch is required and which material should be used. These items shall be installed per City of Bartlett specifications.

FY2022-05-036 Asphalt Pavement Through December 2022
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PAVING PLAN LIST – The Following streets require overlay:

Area	Street name	Desig	If not entire street		Pave tons	Patch tons	Mill tons	Mill type
			From	To				
1	Andaman	CV			108.78	70.71	23.57	thin
	Briston Glen	DR			823.52	535.29	178.43	thin
	Carolot	LN	west end	Ellendale (E)	913.89	594.03	297.01	thick
	Cimino	CV			148.50	96.53	32.18	thin
	Dietz	CV			100.07	65.05	21.68	thin
	Gail Bluff	CV			96.66	62.83	20.94	thin
	Glenchase	DR			396.03	257.42	85.81	thin
	Guinivere	LN			522.60	339.69	113.23	thin
	Inniswood	CV			100.56	65.36	21.79	thin
	Inniswood	DR			183.20	119.08	39.69	thin
	King Arthur	CV			105.05	68.28	22.76	thin
	Lancelot Dream	CV			155.73	101.22	33.74	thin
	Merlin Woods	DR			121.85	79.20	26.40	thin
	Sir Galahad	LN			344.98	224.24	74.75	thin
	Sir Ians	CV			225.35	146.48	48.83	thin
	Timmeron	CV			155.57	101.12	33.71	thin
2	Windersville	DR	Germantown (W)	east of sandy slate cove	427.39	277.80	92.60	thin
	Blueslate	CV			117.11	76.12	25.37	thin
	Sandyslate	CV			92.16	59.90	19.97	thin
					5139.00	3340.4	1212.45	

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

The actual streets to be paved may be revised by the City Engineer as needed and as required throughout the paving period, based on budget constraints and priorities.

FY2022-05-036 Asphalt Pavement Through December 2022
DUE: June 16, 2022

BID TABULATION
Asphalt Pavement Through December 2022
July 1, 2022 through June 30, 2023

		Option 1 (Fixed)	Option 2 (index)
Item	Unit	Unit Price	Unit Price
411-D Hot Mix (In Place)	Ton		
411-D Hot Mix (Picked up at Plant)	Ton		
307-C Hot Mix (In Place)	Ton		
307-C Hot Mix (For Patching, In Place)	Ton		
307-C Hot Mix (Patching Subdivision streets)	Ton		
Thin Mill	Ton		
Standard Mill	Ton		
Adjustment of water valves	Each		
Adjustment of Manholes (Drain or Sewer)	Each		
Crushed Concrete	Ton		
CR-610	Ton		
Cement Treated Base (CTB)	Ton		

Note: SP109B Regarding Price Adjustment for Bituminous Material will apply to Option #2 only. The “Basic Bituminous Material Index” for this project is \$705.42 per ton, MAY 2022.

The actual streets to be paved and tonnage of asphalt and milling may be revised by the City Engineer as needed.

Attachment: FY22-05-036 asphalt paving bid doc (3181 : Asphalt Paving Yearly Bids - Summer/Fall 2022)

FY2022-05-036 Asphalt Pavement Through December 2022
DUE: June 16, 2022

NOTICE OF AWARD

To:

PROJECT Description: **FY2022-05-036 Asphalt Pavement Through December 2022, Option**

—.

The OWNER has considered the BID submitted for the above described WORK in response to its Advertisement for Bids dated _____ and the bids received on **June 16, 2022**. _____ is hereby notified that your BID has been accepted for the following items:

Item	Unit	Unit Price
411-D Hot Mix (In Place)	Ton	
*411-D Hot Mix (Picked up at Plant)	Ton	
307-C Hot Mix (In Place)	Ton	
307-C Hot Mix (For Patching, In Place)	Ton	
307-C Hot Mix (Patching Subdivision streets)	Ton	
Thin Mill	Ton	

Item	Unit	Unit Price
Standard Mill	Ton	
Adjustment of water valves	Each	
Adjustment of Manholes (Drain or Sewer)	Each	
Crushed Concrete	Ton	
CR-610	Ton	
Cement Treated Base (CTB)	Ton	

***This item will be requested by the Public Works Department as needed.**

Vendor is required to return an acknowledged copy of this **NOTICE OF AWARD** and certificate of insurance to the City of Bartlett, (Engineering Department, 6382 Stage Road, Bartlett, TN 38134) before any work may be performed. All work must be completed by _____.

CITY OF BARTLETT Authorized Signature _____

Print Name: _____

Title: _____

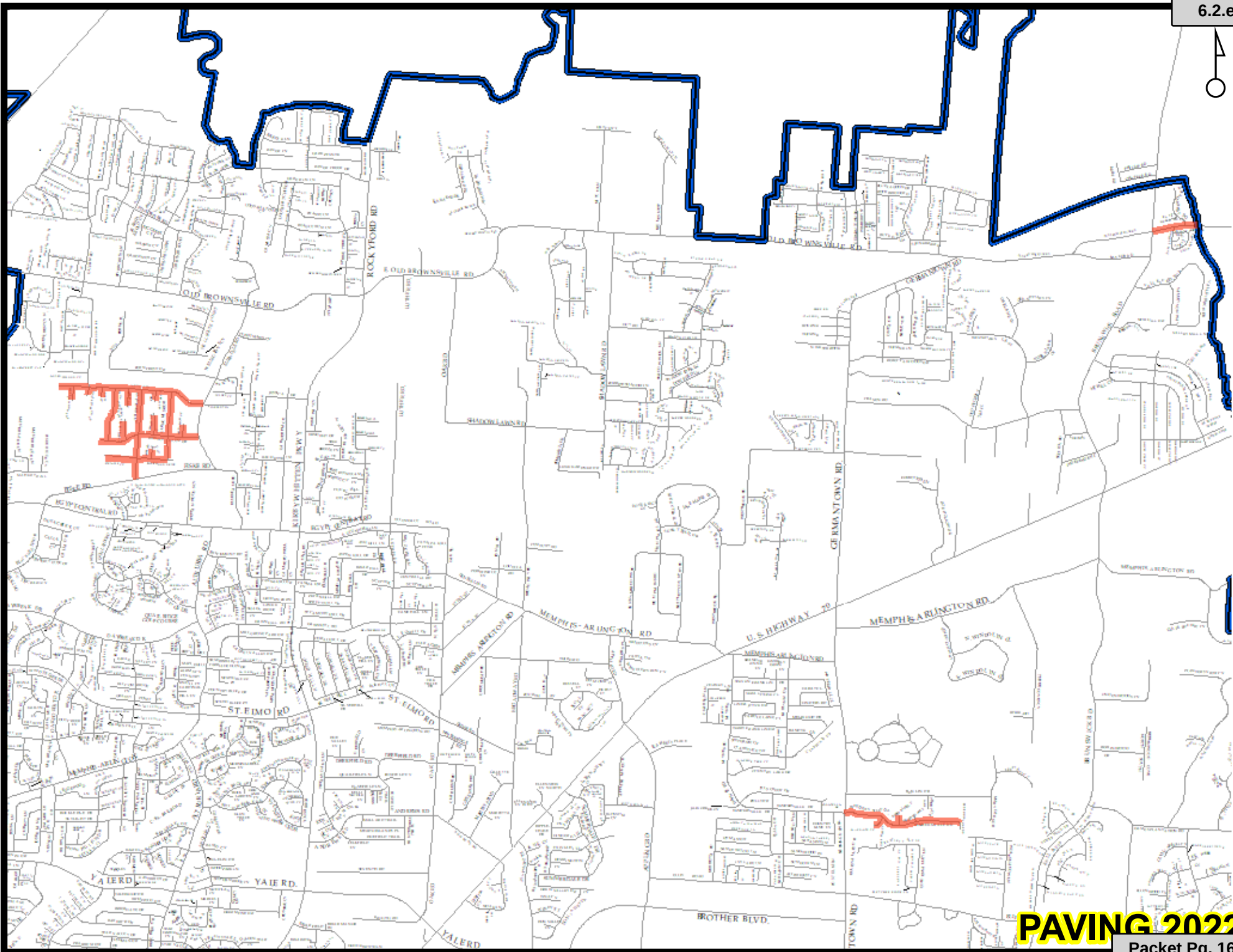
ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

_____ this the ____ day of _____, 2022.
(Company Name)

Authorized Signature _____

Title _____



Attachment: PAVING_2022 map for summer-Fall, FY23 (3181 : Asphalt Paving Yearly Bids - Summer/Fall

Area	Street name	Desig	If not entire street	
			From	To
1	Andaman	CV		
	Briston Glen	DR		
	Carolot	LN	west end	Ellendale (E)
	Cimino	CV		
	Dietz	CV		
	Gail Bluff	CV		
	Glenchase	DR		
	Guinivere	LN		
	Inniswood	CV		
	Inniswood	DR		
	King Arthur	CV		
	Lancelot Dream	CV		
	Merlin Woods	DR		
	Sir Galahad	LN		
	Sir Ians	CV		
	Timmeron	CV		
2	Windersville	DR	Germantown (W)	east end
	Blueslate	CV		
	Sandyslate	CV		
3	Old Brownsville	RD	Brunswick	East City Limits (Oliver Creek)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/26/22 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Hwy 70 Express Convenience Store.

SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and HWY 70 EXPRESS, LLC hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of OCTOBER 4, 2021, approved the Subdivision Plans for HWY 70 EXPRESS CONVENIENCE STORE, and established certain conditions for approval of this Subdivision Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Site Plan, Grading, Erosion Control, Water, and Sewer Plans heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Site Plan, Grading, Erosion Control, Water, and Sewer Contract is entered into by the CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, Erosion Control, Water, and Sewer Plans, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, Erosion Control, Water and Sewer Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures the CITY seeks to enforce its minimal governmental standards and does not

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

6. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said site plan (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

7. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY BOARD OF MAYOR AND ALDERMEN.

8. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

9. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

11. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, Erosion Control, Water, and Sewer Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

5. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all grading and erosion control improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

6. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the site plan, grading, and erosion control measures.

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY

ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not affect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII**HOLD HARMLESS**

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITIONS:

1. For Developments within the Buckhead Creek Sewer Basin, a Sewer Surcharge Fee is assessed. This fee is in addition to the standard Sewer Connection Charge (Item 7 on Sheet 12 of 13) that is charged on all City Development Contracts. The surcharge fee is assessed in order to reimburse the City for a sewer extension installed in this basin.

The Hwy 70 Express Convenience Store Subdivision is within this Buckhead Creek Sewer Basin, therefore the surcharge fee will be charged. The Surcharge Fee for this development (and others in the future) is \$11,477.34 per Acre.

Attachment: Aman Devji Contract 7-19-22 (3182 : Subdivision Contract for Hwy 70 Express Convenience Store)

VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL
PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS
HEREINBEFORE DETAILED FOR:
HWY 70 EXPRESS CONVENIENCE STORE

I. Due at Execution of Subdivision Contract and before Construction Begins:

- | | | |
|----|---|---------------------------|
| 1. | Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$85,277.50) | <u>\$12,791.63</u> |
| 2. | a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$85,277.50 | <u>\$5,116.65</u> |
| | b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 1 = \$ 175.00
1.5% of \$676,755.00 \$10,151.33 | <u>\$10,151.33</u> |
| 3 | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$20.00
\$25.00 implies \$75.00 | <u>\$75.00</u> |
| 4 | Water Connection Fee
@ \$3,000.00 per service (2) Domestic, (1) Irrigation
3 | <u>\$9,000.00</u> |
| 5 | City Site Plan Inspection @
A: 3% of Development Cost \$20,302.65
or B: \$300.00 per Lot \$300.00
Whichever is greater
Development Cost = \$676,755.00 | <u>\$20,302.65</u> |
| 6 | Cost of Water and Sewer Mains to the Subdivision | |

SEWER BASIN: BUCKHEAD

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	2.16 Acres (Total Site)	
	\$ 5,039.28		\$5,039.28
	(or) \$33 per Front Foot x 440'		\$14,520.00
			<u>\$14,520.00</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
	0.11 Acres Undetained	\$ 500.00	<u>\$ 500.00</u>
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	1.11 Acres Detained	\$ 750.00	<u>\$ 750.00</u>
9	City portion of Water Improvements		N/A
10	Buckhead Creek Sewer Basin Surcharge Fee (See Attached 7/8/2022 Memo) \$11,477.34 per Acre X 2.16 Acres		
		TOTAL SURCHARGE FEE	<u>\$ 24,791.05</u>
		TOTAL DUE CITY	\$97,998.30

II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$ -
2. Street Light (Estimated construction cost)	\$ -
TOTAL DUE II	<u>\$ -</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$676,755.00

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: HWY 70 EXPRESS, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Aman Devji Contract 7-19-22 (3182 : Subdivision Contract for Hwy 70 Express Convenience Store)

Memo To: Hwy 70 Express LLC

From: Erin Campbell

RE: Buckhead Creek Sewer Basin File

Date: July 8, 2022

For Developments within the Buckhead Creek Sewer Basin, a Sewer Surcharge Fee is assessed. This fee is in addition to the standard sewer fee charged. The surcharge fee is assessed in order to reimburse the City for a sewer extension installed in this basin.

The Hwy 70 Express Convenience Store is within this basin, therefore the surcharge fee will be charged. The Surcharge Fee for this development (and others in the future) is calculated as follows:

1. Total Future Development Land to be charged within this portion of the basin:	26.00 Acres
2. Developments as of today that have already been charged for this fee:	
Rainbow Nursing Home (G-town Rd/Mem-Arl)	6.08 Acres
Morris Subdivision	2.08 Acres
Humphreys Summer Lot 2	<u>3.07 Acres</u>

Remaining Land to be charged	14.77 Acres
------------------------------	--------------------

1. Total price of original sewer extension	\$349,752.77
2. Fees collected as of this date:	- <u>\$180,232.42</u>
3. Balance of Charges to be collected in the future:	\$169,520.35

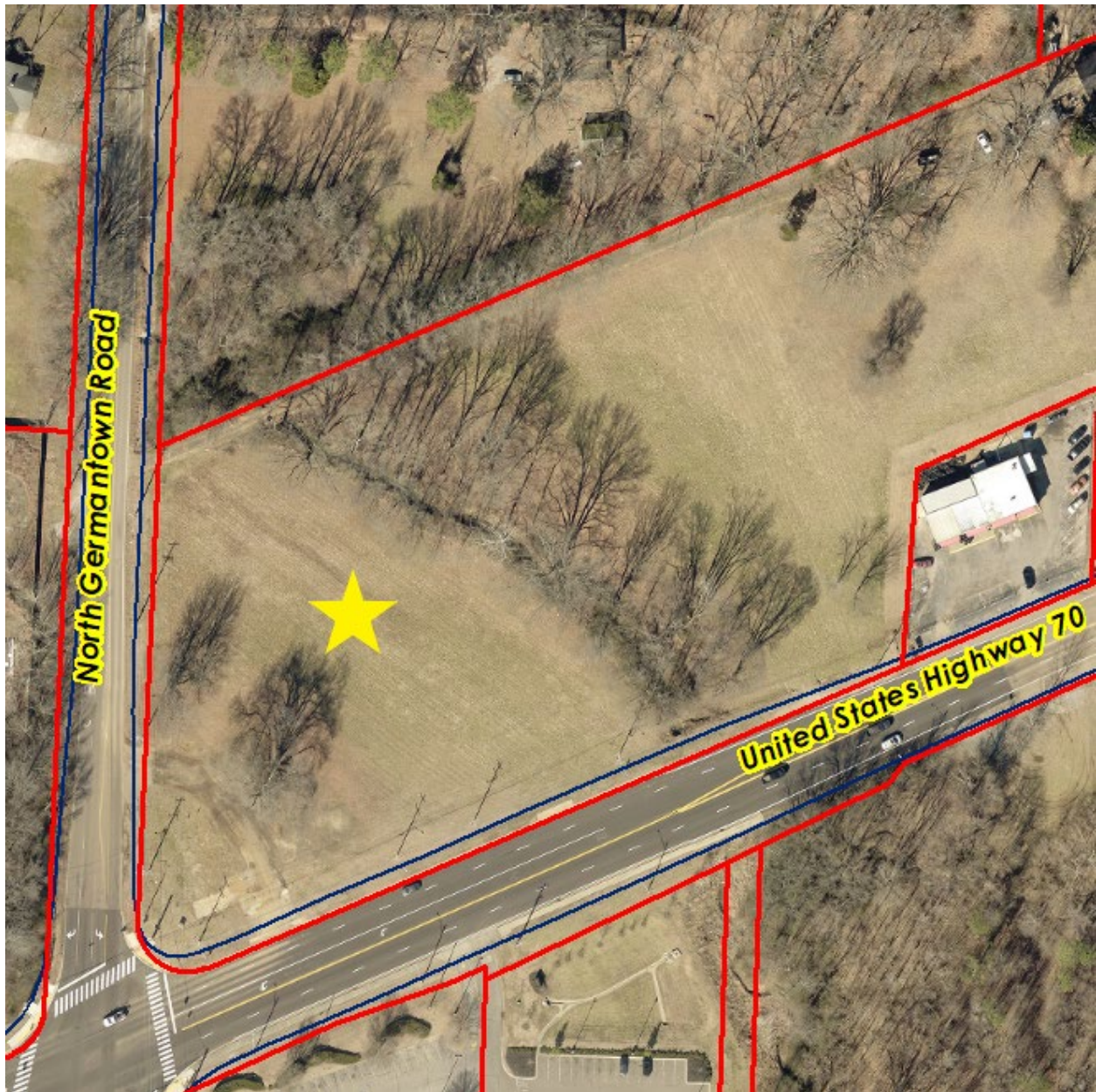
$\$169,520.35 \div 14.77 \text{ Acres} = \$11,477.34 \text{ per Acre.}$

Hwy 70 Express Convenience Store = 2.16 Acre

$\$11,477.34 \text{ per Acre} \times 2.16 \text{ Acres} = \$24,791.05.$

This is the sewer surcharge fee for the Hwy 70 Express Convenience Store.

LOCATION MAP



Attachment: LOCATION MAP (3182 : Subdivision Contract for Hwy 70 Express Convenience Store)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/26/22 06:00 PM

Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase of an automated side loader refuse truck.



122.40122.935

6.4.a

QUOTE

QUOTE # SECQ50

DATE Jul 13, 20

CONTRACT CUSTOMER ID # 276

CONTRACT # 091219-NI

To: Steve Massey
City of Bartlett
6400 Stage Rd
Bartlett, TN 38134
United States

Sales Contact: Danny Paladino
615-856-0534
danny@secequip.com

Phone: (901) 385-5570
smassey@cityofbartlett.org

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell (NJPA)	Customer Location		Net Delivery

QTY	DESCRIPTION
1	New Peterbilt 520 Chassis
1	New Way 31 YD SIDEWINDER - Includes Hopper floor liner, hyd. Hopper cover, ladder, remote grease tailgate, triple camera system, hopper light, arm light, integrated strobes, rocker arm controls under seat, fire extinguisher 20 lb, triangle kit, broom/shovel kit
1	Sourcewell Discount
1	Freight

This quote does not include any federal, state, or local taxes.
* In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL \$329,597.00

Please contact me if I can be of further assistance.

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491



HGACBuy™
THE SMART PURCHASING SOLUTION

From: Steve Massey <smassey@cityofbartlett.org>
Sent: Wednesday, July 13, 2022 11:44 AM
To: Mike Adams <madams@cityofbartlett.org>; Matt Crenshaw <mcrenshaw@cityofbartlett.org>
Cc: Jessica Vaughan <jvaughan@cityofbartlett.org>; Tommy Higgs <tommy.higgs@cityofbartlett.org>
Subject: FW: New Way Automated Sourcewell Quote

This is the Sourcewell price for the New Way Automated side loader.

Steve Massey

From: Danny Paladino <danny@secequip.com>
Sent: Wednesday, July 13, 2022 11:24 AM
To: Steve Massey <smassey@cityofbartlett.org>
Subject: [External] New Way Automated Sourcewell Quote

Steve ,

Please see the attached Quote for the New Way Automated Side Loader .If you have any questions plz let me know .

Thank you sir .



Danny Paldino

Municipal Sales Manager

☎ (615) 696-7066 | (615) 856-0534

📍 3196 Hwy. 231 N. Shelbyville, TN 37160

✉ danny@secequip.com

🌐 secequip.com

Brands We Stock:



BRUSH HAWG
by brush power company

ELGIN

Envirosight

HURCO
TECHNOLOGIES, INC.

KWMI

LOADMASTER



Prototek
underground locating equipment

Sonetics



STETCO

STONEAGE
EQUIPMENT

TRUVAC

WinCan



Matt Crenshaw

From: Keith McDonald
Sent: Wednesday, July 13, 2022 2:33 PM
To: Matt Crenshaw
Cc: Mike Adams
Subject: Re: New Way Automated Packer Refuse Truck Purchase

Request reviewed and approved.

Sent from my iPhone

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

On Jul 13, 2022, at 2:08 PM, Matt Crenshaw <mcrenshaw@cityofbartlett.org> wrote:

Mayor,

We are planning to purchase the budgeted New Way Automated Packer Refuse Truck. Funds are available in the FY23 budget solid waste fund – 12248122.935. It will be purchased through Sourcewell for \$329,597.00. This price is only secure for 30 days. Dick has given us his approval to move forward, providing you are ok with this. We are planning to put this on the next, July 26th, MBOA agenda. Please approve.

Thanks,

Matt Crenshaw

City of Bartlett
 Assistant Director
 Department of Public Works
 3585 Altruria Rd.
 Bartlett, TN 38135
 901-385-5570
mcrenshaw@cityofbartlett.org



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/26/22 06:00 PM

Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase of a sewer cleaner truck.

Proposal Summary

Prepared for:
Kasey Williamson
City of Bartlett, TN



Vactor 2100i PD Sewer Cleaner

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Truck Chassis

Attachment: Vactor Specs 7-19-22 (3184 : Vactor 2100i PD Sewer Cleaner Truck)



**City of Bartlett
7-11-22**

Vactor 2100i Sewer Cleaner

Environmental Products would like to thank you for the opportunity to present the **Vactor 2100i Sewer Cleaner**.

Environmental Products Group is the sole provider of Vactor Sewer Cleaning Equipment in the state of Tennessee, as well as many other leading industry product lines including: Elgin Street Sweepers, Envirosight Pipeline Inspection Cameras, Petersen Grapple Loaders, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Monroe Spreaders and Plows, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vactor, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

MEMPHIS

2995 Sandbrook St.
Memphis, TN 38116
P: 901.630.5658
F: 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace
Suites G & H
Deerfield Bch, FL 33442
P: 954.518.9923
F: 954.518.9926

ATLANTA

4410 Wendell Dr SW
Atlanta, GA 30336
P: 404.693.9700
F: 404.693.9690

CORPORATE

2525 Clarcona Rd.
Apopka, FL 32703
P: 407.798.0004
F: 407.798.0013

www.MyEPG.com

Attachment: Vactor Specs 7-19-22 (3184 : Vactor 2100i PD Sewer Cleaner Truck)



Vactor Manufacturing

Sewer Vacuum

#101221-VTR

Maturity Date: 11/29/2025

This unit is available to purchase by utilizing the Sourcewell (Formally NJPA) National Cooperative Purchase Contract. This contract enables a 3% discount off of the unit body price. The pricing listed below is reflective of this discount. For more information on Sourcewell please visit: <https://www.sourcewell-mn.gov/cooperative-purchasing/101221-vtr#tab-products-and-services>

Order Qty	Part Number	Description	Sourcewell Contract Price
1	2112i-16	2100i PD, 16" Vacuum, 12 yrd Debris, Combo	\$273,861.00
1	2018i	Additional Water, 1500 Gal Total	\$4,643.00
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
1	010iSTD	Operator Station Curbside Toolbox	\$0.00
1	011iSTD	Aluminum Fenders	\$0.00
1	012iSTD	Mud Flaps	\$0.00
1	014iSTD	Electric/Hydraulic Four Way Boom	\$0.00
1	016iSTD	Color Coded Sealed Electrical System	\$0.00
1	019iASTD	Intuitouch Electronic Package	\$0.00
1	020iSTD	Double Acting Hoist Cylinder	\$0.00
1	025iASTD	Handgun Assembly	\$0.00
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	\$0.00
1	030iSTD	Flexible Hose Guide	\$0.00
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	\$0.00
1	045iSTD	Suction Tube Storage	\$0.00
1	046iSTD	1" Nozzle Pipe	\$0.00
1	046iSTD	1-1/4" Nozzle Pipe	\$0.00
1	048iSTD	10' Leader Hose	\$0.00
1	1001iSTD	Flat Rear Door w/Hydraulic Locks	\$0.00
1	1005iSTD	Dual Stainless Steel Float Shut Off System	\$0.00
1	1016iSTD	Microstrainer Prior to Blower	\$0.00
1	1024iSTD	Debris Body Vacuum Relief System	\$0.00
1	1031iSTD	Debris Deflector Plate	\$0.00
1	1033iSTD	60" Dump Height	\$0.00
1	1041iSTD	Debris Body-Up Message and Alarm	\$0.00
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	\$0.00
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	\$0.00
1	2022iSTD	Additional Water Tank Sight Gauge	\$0.00
1	2023iSTD	Liquid Float Level Indicator	\$0.00

Attachment: Vactor Specs 7-19-22 (3184 : Vactor 2100i PD Sewer Cleaner Truck)

1	3019iSTD	Digital Water Pressure Gauge	\$0.0
1	4000iSTD	180 deg. Non-Extending Boom	\$0.0
1	4006iSTD	Front Joystick Boom Control	\$0.0
1	4010iSTD	Boom Hose Storage	\$0.0
1	4017iSTD	Boom Out of Position Message and Alarm	\$0.0
1	4022iSTD	Telescopic Boom Elbow, Standard	\$0.0
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	\$0.0
1	5011iSTD	3" Y-Strainer @ Water Pump	\$0.0
1	5015iSTD	Midship Handgun Coupling	\$0.0
1	5022iSTD	Side Mounted Water Pump	\$0.0
1	6005iDSTD	Digital Hose Footage Counter	\$0.0
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract	\$0.0
1	6009iSTD	Hose Reel Chain Cover	\$0.0
1	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	\$0.0
1	6017iSTD	Hydraulic Tank Shutoff Valves	\$0.0
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	\$0.0
1	7003iSTD	Water Pump Hour Meter	\$0.0
1	7004iSTD	PTO Hour Meter	\$0.0
1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.0
1	7007iSTD	Tachometer & Hourmeter/Blower	\$0.0
1	8000iSTD	Circuit Breakers	\$0.0
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	\$0.0
1	9002iSTD	Tow Hooks, Front	\$0.0
1	9002iSTD	Tow Hooks, Rear	\$0.0
1	9003iSTD	Electronic Back-Up Alarm	\$0.0
1	S390ASTD	8" Vacuum Pipe Package	\$0.0
1	S560STD	Emergency Flare Kit	\$0.0
1	S590STD	Fire Extinguisher 5 Lbs.	\$0.0
1	1003i	Debris Body Washout	\$1,746.00
1	1008iA	6" Rear Door Knife Valve w/Camloc w/Port, 6:00 position	\$1,665.00
1	1014i	Centrifugal Separators (Cyclones)	\$6,103.00
1	1015i	Folding Pipe Rack, Curbside, 8" Pipe	\$1,211.00
1	1015iA	Folding Pipe Rack, Streetside, 8" Pipe	\$1,211.00
1	1015iBFSTD	Fixed Rear Door Pipe Rack, 8" Pipe	\$0.00
1	1016iSTD	Subframe Mounted, 2-Pipe Rack, 8"	\$0.00
1	1022i	Rear Door Splash Shield	\$1,778.00
1	1023i	Lube Manifold, with Lube Chart	\$2,640.00
1	1026i	Debris Body Vibrator, Electric	\$3,106.00
1	3017i	Blower High Temp Safety Shutdown	\$601.00
1	3020i	Digital Water Level Indicator	\$777.00
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,043.00
1	4015i	180 deg. 10ft Telescoping Boom	\$17,666.00
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$3,596.00
1	4020i	Anti Splash Valve, Body Inlet	\$434.00
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$3,006.00

Attachment: Vactor Specs 7-19-22 (3184 : Vactor 2100i PD Sewer Cleaner Truck)

1	6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$1,048.0
1	6004iA	Hose Wind Guide (Dual Roller), Auto, Non-Indexing	\$3,850.0
1	6004iD	Rodder Hose Pinch Roller	\$1,607.0
1	6014i	High Pressure Hose Reel	\$1,687.0
1	6019i	Rodder Pump Drain Valves	\$566.0
1	6019iA	Final Filter and Silencer Ball Valve Drains	\$509.0
1	7005iSTD	Hydraulic Oil Temp Alarm	\$0.0
1	8001iL	Rear Directional Control, LED Split Arrowboard	\$2,484.0
1	8002iA	Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger	\$410.0
1	8004iF	Rear Mounted, LED Beacon Light w/ Limb Guard	\$1,175.0
1	8004iG	Front Mounted, LED Beacon Light w/Limb Guard	\$1,175.0
1	8027i	LED Mid-Ship Turn Signals	\$616.0
1	8028i	Worklights (2), LED, Boom	\$911.0
1	8029iA	Worklight, LED, Operators Station	\$678.0
1	8029iC	Worklight, LED, Curb Side	\$672.0
1	9021iA	Camera System, Front and Rear	\$860.0
1	9071iE	Toolbox, Behind Cab - 16w 30h x 96d	\$3,597.0
1	9072iB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d	\$1,822.0
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	\$0.0
1	i124STD	Vactor 2100i Body Decal, Standard	\$0.0
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	\$0.0
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	\$0.0
1	PAFT370A-CH	Vactor Supplied Chassis, Tandem Axle, 2023 Freightliner 114SD SBA 6x4, 370 HP, Auto, 66,000 GVWR, GHG	\$117,275.0
1	VDS-153	Freight Charges	\$3,500.0
		Total Sourcewell Price:	\$469,529.0

Attachment: Vactor Specs 7-19-22 (3184 : Vactor 2100i PD Sewer Cleaner Truck)

Matt Crenshaw

From: Keith McDonald
Sent: Tuesday, July 12, 2022 12:05 PM
To: Matt Crenshaw
Cc: Mike Adams; Penny Medlock; Jeanie Underwood
Subject: Re: Vactor sewer truck purchase

Request reviewed and approved.

Sent from my iPhone

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

On Jul 12, 2022, at 11:56 AM, Matt Crenshaw <mcrenshaw@cityofbartlett.org> wrote:

Mayor,

We are planning to purchase the budgeted Vactor Sewer Cleaning Truck. Funds are available in the FY23 budget utility fund – 510.51300.935. It will be purchased through Sourcewell for \$469,529.00. This price is only secure for 30 days. Dick has given us his approval to move forward, providing you are ok with this. We are planning to put this on the next, July 26th, MBOA agenda. Please approve.

Thanks,

Matt Crenshaw

City of Bartlett
 Assistant Director
 Department of Public Works
 3585 Altruria Rd.
 Bartlett, TN 38135
 901-385-5570
mcrenshaw@cityofbartlett.org





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/26/22 06:00 PM

Department: Finance

Category: Bid

Prepared By: Dick Phebus

Department Head: Dick Phebus

Bid for Bartlett Library Janitorial Services.

On June 28, 2022 an ad was placed in *The Daily News*. A pre-bid conference was held on July 12, 2022 at the Bartlett Library. On July 19, 2022 the City of Bartlett received seven RFPs, which were opened and reviewed by city and library staff on July 20, 2022.

RFPs and bids were received from the following companies:

Company Score	Composite	Proposal Price
Trillium Cleaning	86.00	\$64,235.60
Mason's Professional Cleaning	79.50	\$96,196.00
Fresh Start Facility Service	65.00	\$107,694.00
JaniKing Cleaning	45.75	\$56,304.00
HILO Commercial	43.00	\$40,740.00
Loving Hands Cleaning	42.50	\$44,200.00
CMJ Cleaning Service	33.25	\$18,720.00

We recommend the bid be awarded to Trillium Cleaning Service for an annual cost of \$64,235.60.

Funds are available in Account 110.41840.176.

Thank you for your consideration.

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: July 26, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Request to approve consent item for library janitorial service.

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to approve the consent item for janitorial service for the Bartlett Library.

BACKGROUND: The Bartlett Library contracted with Elite Cleaning Service for janitorial service for the FY2022 year with options to renew for two additional years beginning July 1, 2022. Elite Cleaning contacted the City of Bartlett in late June 2022 to cancel this service after one year but agreed to provide service for one additional month through July 2022. Stated reasons included inability to hire and keep employees at current monthly fee plus desire to get out of the janitorial business and concentrate on other business opportunities. In order to provide janitorial service to the library, the city finance office advertised for Request for Proposals (RFPs) in the June 28, 2022 edition of *The Daily News*. A pre-proposal conference was held on July 12, 2022 with ten (10) vendors in attendance. On July 19, 2022, the city received seven (7) RFPs containing qualifications, references, and pricing information. The seven (7) RFPs were independently evaluated by Cynthia Black, Megan Williams, Nakia Armstrong, and Dick Phebus. We used a weighted scoring sheet with 4 major categories: Minimum Requirements, Required Services, References, and Cost. The four categories were further broken down into sixteen variables; each with a separate weight assigned. The resulting overall scores from each reviewer for the seven vendors were averaged to result in a composite score for each vendor. Major categories and their respective weights were:

1. Minimum Requirements – 8 variables making up 25% of the total score
2. Required Services – 6 variables making up 46% of the total score
3. References – 1 variable making up 5% of the total score
4. Cost – 1 variable making up 24% of the total score

DISCUSSION: The highest composite score for each vendor will not necessarily result in the lowest annual cost based on the weights of the 4 major categories. Low cost vendors may score poorly on the remaining three categories. High scores on the first three categories may be offset by a high cost, resulting in a lower composite score.

BUDGET IMPACT: The annual cost for Elite Cleaning was \$29,386 per year which calculates to about minimum wage for the janitorial staff at the library. The proposed cost for Trillium Cleaning Service is \$64,235.60 annually. This cost works out to about \$22 per hour.

PROPOSED MOTION: To approve the consent item for City of Bartlett Library Janitorial Service beginning August 1, 2022..



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3180)

Meeting: 07/26/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3180

Resolution 25-22, a resolution to write-off bad checks over three years old issued to City of Bartlett.

WHEREAS, the Bartlett Finance Office has identified six bad checks issued to the City of Bartlett that have been returned and determined to be uncollectible; and

WHEREAS, the City of Bartlett has a policy to write off returned and uncollectible checks three years old and older;

NOW THEREFORE BE IT RESOLVED By the **BOARD OF MAYOR AND ALDERMEN** that the bad checks listed in the attached schedule totaling \$1,276.34 are deemed uncollectible and should be written off and removed from the City of Bartlett General Fund accounting system and check reconciliation reports effective for the month of July 2022.

Adopted this day of July 26, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

\$1,276.34 Bad checks over 3 years old to be written off by Board of Mayor and Aldermen

RETURNED CHECKS		FUND 110	
Issue Date	Payor	Written to	Amount
6/12/2019	Christopher Newbury	Rec Center	\$136.73
6/17/2019	Courtney Goode	Rec Center	\$270.00
2/11/2019	Asurian Corporation	Parks	\$382.36
12/17/2018	Torrey Bonds	Rec Center	\$50.00
11/2/2018	Amanda Burnett	BPAC	\$25.00
7/25/2018	Debright Pannell	Court	\$412.25



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3185)

Meeting: 07/26/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3185

Resolution 26-22, an initial resolution authorizing the issuance of not to exceed four million two hundred thousand dollars (\$4,200,000) 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) design, construction, repair, renovation, improvement and equipping of public buildings and facilities, including but not limited to parks and recreational areas; (iii) acquisition of City vehicles and equipment, including but not limited to vehicles and equipment for City parks; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) 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 \$4,200,000, 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 \$4,200,000 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 26th day of July, 2022.

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 July 26, 2022, 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 July 26, 2022; 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 \$4,200,000 General Obligation Public Improvement Bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 26th day of July, 2022.

City Clerk

(SEAL)
33326830.1

Attachment: Initial Resolution Attachment (3185 : Res. 26-22 Bonds Initial Resolution)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3186)

Meeting: 07/26/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3186

Resolution 27-22, a resolution authorizing the issuance of general obligation public improvement bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$4,200,000, 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, Sections 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Bartlett, Tennessee (the "Municipality" or the "City"), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to finance public works projects; 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) design, construction, repair, renovation, improvement and equipping of public buildings and facilities, including but not limited to parks and recreational areas; (iii) acquisition of City vehicles and equipment, including but not limited to vehicles and equipment for City parks; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) payment of costs incident to the issuance and sale of the bonds authorized herein; 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 \$4,200,000 general obligation public improvement bonds 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, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$4,200,000 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 Sections 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 not to exceed \$4,200,000 General Obligation Public Improvement 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” 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) design, construction, repair, renovation, improvement and equipping of public buildings and facilities, including but not limited to parks and recreational areas; (iii) acquisition of City vehicles and equipment, including but not limited to vehicles and equipment for City parks; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; and (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.**

(k) **“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 preliminary 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 subject to change.**

(c) **Attached hereto as Exhibit B is an engagement letter (the “Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for services in connection with the issuance of the Bonds. The 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 Engagement Letter, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, (i) the cost of the Projects, (ii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and (iii) payment of 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 not to exceed \$4,200,000. 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 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 June 1, 2023. 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 2023 through 2042, 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 June 1, 2032 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 as 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.

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 BOND, SERIES 2022

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 June 1, 2023, 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 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 shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent 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 \$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 June 1, 2032 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>
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*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 if 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 finance 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) design, construction, repair, renovation, improvement and equipping of public buildings and facilities, including but not limited to parks and recreational areas; (iii) acquisition of City vehicles and equipment, including but not limited to vehicles and equipment for City parks; (iv) acquisition of all property, real or personal, appurtenant to the foregoing; (v) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (vi) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vii) payment of costs incident to the issuance and sale of the bonds authorized, pursuant to Sections 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 July 26, 2022 (the "Resolution").

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.

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.

THE 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 the 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

[End of Bond Form]

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of 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 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 June 1, 2023, 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 all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the term of no series of the Bonds extends beyond the reasonably expected economic life of the Projects financed thereby.

(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) 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

(7) 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 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 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 the 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.

(h) The Mayor is hereby authorized to enter into an agreement with the Municipal Advisor to serve as municipal advisor to the Municipality in connection with the Bonds, and all actions heretofore taken in this respect are hereby ratified and approved.

Section 9. Disposition of Bond Proceeds. 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 2022 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. Unless the Municipality determines not to finance the costs of issuance of the Bonds and instead pays for all costs of issuance of the Bonds from its own funds, the Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees and other necessary miscellaneous expenses incurred in connection with the issuance and sale 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. Any funds remaining in the Construction Fund following completion of the Projects shall be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

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. 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 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. To that end, 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". Further, to that end, the Municipality shall comply with applicable regulations adopted under said Section 148. If applicable, 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) If applicable, the Governing Body hereby designates the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. 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 14. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 15. 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 16. 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 17. 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 July 26, 2022.

Register

Mayor

ATTEST:

City Clerk

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 meeting of the governing body of the Municipality held on July 26, 2022; 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 Bonds.

WITNESS my official signature and seal of said Municipality on July 26, 2022.

City Clerk

(SEAL)

EXHIBIT A

Preliminary Estimated Interest Expense and Costs of Issuance

Delivery Date Expenses:

Cost of Issuance	101,000.00
Underwriter's Discount	36,650.00
	<u>137,650.00</u>

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2023			96,511.67	96,511.67
06/30/2024	120,000	4.000%	144,200.00	264,200.00
06/30/2025	125,000	4.000%	139,300.00	264,300.00
06/30/2026	130,000	4.000%	134,200.00	264,200.00
06/30/2027	140,000	4.000%	128,800.00	268,800.00
06/30/2028	145,000	4.000%	123,100.00	268,100.00
06/30/2029	150,000	4.000%	117,200.00	267,200.00
06/30/2030	155,000	4.000%	111,100.00	266,100.00
06/30/2031	160,000	4.000%	104,800.00	264,800.00
06/30/2032	170,000	4.000%	98,200.00	268,200.00
06/30/2033	175,000	4.000%	91,300.00	266,300.00
06/30/2034	180,000	4.000%	84,200.00	264,200.00
06/30/2035	190,000	4.000%	76,800.00	266,800.00
06/30/2036	200,000	4.000%	69,000.00	269,000.00
06/30/2037	205,000	4.000%	60,900.00	265,900.00
06/30/2038	215,000	4.000%	52,500.00	267,500.00
06/30/2039	225,000	4.000%	43,700.00	268,700.00
06/30/2040	230,000	4.000%	34,600.00	264,600.00
06/30/2041	240,000	4.000%	25,200.00	265,200.00
06/30/2042	250,000	4.000%	15,400.00	265,400.00
06/30/2043	260,000	4.000%	5,200.00	265,200.00
	3,665,000		1,756,211.67	5,421,211.67

EXHIBIT BBond 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 Not to Exceed \$4,200,000 in Aggregate Principal Amount of General Obligation Public Improvement Bonds, Series 2022.

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 and, if applicable, 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 newspaper publication costs of the meeting notice and initial resolution, 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.

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