



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JANUARY 14, 2025 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Chaplain Johnny Bryd, Legacy Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, January 16 at 6 p.m.

Board of Zoning Appeals, January 16 at 6:30 p.m.

BPACC Advisory Board, January 21 at 6 p.m.

Bartlett Library Advisory Board, January 23 at 6 p.m.

Historic Preservation Commission, January 27 at 6:30 p.m.

Special Event Ad Hoc Committee, January 27 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the December 10, 2024 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for MRTC Winter Cross Country Series 8K. (Trey Arthur, Director of Code Enforcement)**

The event will be held on Sunday, February 9, 2025 from 12 p.m. to 4 p.m. at Nesbit Park.

- 2 Purchase a Chevrolet Tahoe Police Sport Utility Vehicle. (Jeff Cox, Police Chief)**

Recommend purchasing a 2025 Chevrolet Tahoe Police Sport Utility Vehicle using the State of Tennessee vehicle contract, SVC #209, from Wilson County Motors for \$58,139.00. Funds are available in Account 110.42100.935.

3 Purchase S.W.A.T. Team body armor. (Jeff Cox, Police Chief)

Recommend purchasing 15 new sets of body armor for the S.W.A.T. Team using GSA Contract #47WSMA19D08Q1 from Atlantic Diving Supply at a cost of \$29,260.05. Funds are available in Account 124.48124.340.

4 Purchase of camera equipment for police vehicles. (Jeff Cox, Police Chief)

Purchase and installation of various camera equipment bundles for six new police vehicles and 11 additional body-worn cameras for \$139,881.20 from Motorola Solutions. The FY25 Funds in the amount of \$37,209.20 are available in Account 110.42100.935. All additional payments will be budgeted in Account 123.48123.264 for their respective fiscal years.

5 Minimum bond subdivision contract for Walker Farms Phase 3. (John Horne, Director of Engineering)

The developer, Blue Sky Communities, has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Alderman gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$51,075.00 in City fees. The minimum bond is set at \$387,794.87.

6 Proposal for design for the Water Treatment Plants 1-4 Improvements Design Project. (John Horne, Director of Engineering)

Recommend approving and awarding the attached contract from A2H totaling \$341,500.00 for the Water Treatment Plants 1-4 Improvements Design Project. Funds are available in Account 312.48312.81119.

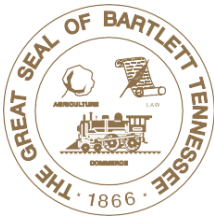
7 Treasurer's Report for November 2024. (Dick Phebus, Director of Finance)**NEW BUSINESS****1 Appoint Vice Mayor. (David Parsons, Mayor)****2 Set a public hearing for February 11, 2025 for Resolution 01-25, a resolution approving a Special Use Permit to allow a Church Use to be located at the east side of Broadway Road on Parcel B0149 00261, just north of the Ellendale Five-Way Intersection, within the "R-E" Residential Estate Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

- 3 Set a public hearing for February 11, 2025 for Resolution 02-25, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the “RS-10” Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 4 Resolution 03-25, a resolution accepting a donation by Cynthia Price of tract of real property approximately 50 feet wide located at 0 Cedar Road, labeled as Parcel ID B0157 00148Z. (Steve Sones, Chief Administrative Officer)**
- 5 Bid for replacement of four Sewer Pump Stations (Project: WW -PDC-I/Pump Stations), Contract A. (John Horne, Director of Engineering)**

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, DECEMBER 10, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Monique L. Williams: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Warrie Williams, Fullview Baptist Church

FUTURE MEETINGS

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

Historic Preservation Commission, December 16 at 6:30 p.m.

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

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

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

Family Assistance Commission, January 6 at 6 p.m.

Bartlett Station Commission, January 8 at 7:30 a.m.

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

YMCA Advisory Board, January 13 at 6 p.m.

RECOGNITIONS

Scouts from Troop 261 were recognized as working on their Citizenship in the Community merit badges.

MARCOM Awards, Platinum Level, City of Bartlett Brand Refresh

Christi Kelley with Kelley and Associates presented Mayor Parsons with the MarCom Platinum Award, the highest honor, in the Branding Refresh Category.

The MarCom Awards celebrate outstanding achievements by creative professionals in marketing and communication. This year, the competition saw over 6,500 entries from across the United States, Canada, and 43

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other countries. As one of the oldest, largest, and most respected creative competitions globally, the MarCom Awards are sponsored and judged by the Association of Marketing and Communication Professionals (AMCP).

This Platinum award is a testament to the dedication, passion, and creativity that went into our brand refresh. It reflects our community's pride and spirit, showcasing Bartlett in a vibrant and engaging new light.

LPRF Grant Check Presentation

The City of Bartlett was awarded a grant for \$750,000.00 from the Local Parks and Recreation Fund (LPRF). Director of Parks and Recreation Paul Wright presented Mayor Parsons with the check. This grant will be used to fund Shadowlawn Park renovations.

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

MINUTES ACCEPTANCE

Minutes of the November 26, 2024 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	David Reaves, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

PUBLIC HEARING

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

1. Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark.

No one spoke in favor or opposition.

Adjourned at 6:15 p.m.

2. Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark.

No one spoke in favor or opposition.

Adjourned at 6:15 p.m.

3. Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark.

No one spoke in favor or opposition.

Adjourned at 6:16 p.m.

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UNFINISHED BUSINESS

- 1 **Third Reading of Ordinance 24-11, an Ordinance to designate the Bell-Martin House, 3101 Court Street, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development)**

RESULT: APPROVED ON THIRD AND FINAL RE [5 TO 0]
MOVER: Brad King, Alderman
SECONDER: Kevin Quinn, Alderman
AYES: Brad King, Robert Griffin, Monique L. Williams, Jack Young, Kevin Quinn
ABSTAIN: David Reaves

- 2 **Third Reading of Ordinance 24-12, an Ordinance to designate the Tatum-Peterson House, 2991 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development)**

RESULT: APPROVED ON THIRD AND FINAL RE [5 TO 0]
MOVER: Brad King, Alderman
SECONDER: Kevin Quinn, Alderman
AYES: Brad King, Robert Griffin, Monique L. Williams, Jack Young, Kevin Quinn
ABSTAIN: David Reaves

- 3 **Third Reading of Ordinance 24-13, an Ordinance to designate the Pruden-Millikin House, 2923 Sycamore View Road, a Historic Landmark. (Kim Taylor, Director of Planning and Economic Development)**

RESULT: DENIED [3 TO 0]
MOVER: Kevin Quinn, Alderman
SECONDER: Brad King, Alderman
AYES: Brad King, Robert Griffin, Kevin Quinn
ABSTAIN: David Reaves, Monique L. Williams, Jack Young

CONSENT AGENDA

RESULT: APPROVED [UNANIMOUS]
MOVER: David Reaves, Alderman
SECONDER: Robert Griffin, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 1 **Special event permit for St. Valentine's Day 5K/10 Run. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, February 8, 2025 from 5:00 a.m. to 1:00 p.m. at Bartlett Baptist Church.
- 2 **Intent to Encumber Remaining ARPA Revenues and Provide Funding for Fire Department Ambulance. (Dick Phebus, Director of Finance)**

3 Treasurer's Report for October 2024. (Dick Phebus, Director of Finance)

Budgeted Expenditures \$100,937,114
Year-to-date Expenditures \$ 31,347,728
Budgeted Revenues \$100,937,114
Year-to-date Revenues \$ 16,919,023

NEW BUSINESS**I Proposed Projects for submission to the Metropolitan Planning Organization (MPO) for inclusion in the Transportation Improvement Plan (TIP). (John Horne, Director of Engineering)**

RESULT: APPROVED [UNANIMOUS]
MOVER: David Reaves, Alderman
SECONDER: Jack Young, Vice Mayor
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

2 Resolution 41-24, a resolution to amend the Fiscal Year 2025 General Fund Budget, Exhibit B, Fee Schedule. (Dick Phebus, Director of Finance)

RESULT: APPROVED [UNANIMOUS]
MOVER: David Reaves, Alderman
SECONDER: Robert Griffin, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

3 Resolution 42-24, a resolution to rename the City of Bartlett's Personnel Department to the Human Resources Department. (Steve Sones, Chief Administrative Officer)

RESULT: APPROVED [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: David Reaves, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

4 Resolution 43-24, a resolution to revise Chapter 2, Section 2.3 of the City of Bartlett Personnel Policy Manual, Appointed Positions, to rename the position of Director of Personnel to Chief Human Resources Officer and the position of Assistant Director of Personnel to Deputy Human Resources Officer. (Steve Sones, Chief Administrative Officer)

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RESULT: APPROVED [UNANIMOUS]
MOVER: David Reaves, Alderman
SECONDER: Robert Griffin, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 5 **First Reading of Ordinance 24-14, an ordinance to amend the City of Bartlett Zoning Ordinance, Article VI, Section 9 Supplementary District Regulations, Parking, Storage, or Use of Major Recreational Equipment; Article VI, Section 10 Parking and the Storage of Certain Vehicles in Residential Zoning Districts by adding Definitions; and Article VI, Section 12 Minimum Off Street Parking Requirements (As Amended). (Trey Arthur, Director of Code Enforcement)**

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 1/28/2025 6:00 PM
MOVER: David Reaves, Alderman
SECONDER: Monique L. Williams, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

Remove Section 10.B. Parking Location Exceptions 2. and remove in illustration, “and completely screened in by an approved fence”.

RESULT: APPROVED [UNANIMOUS]
MOVER: Brad King, Alderman
SECONDER: David Reaves, Alderman
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 7 **First Reading of Ordinance 24-15, an ordinance of the City of Bartlett, Tennessee, adopting by reference State Traffic Offenses and Rules of the Road. (J.J. Leatherwood, Court Clerk)**

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 1/28/2025 6:00 PM
MOVER: David Reaves, Alderman
SECONDER: Jack Young, Vice Mayor
AYES: Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- 8 **Appoint Lori Von Bokel-Amin as Chief Human Resources Officer effective January 1, 2025. (David Parsons, Mayor)**

Mayor Parsons swore in Ms. Von Bokel-Amin upon approval from the Board of Mayor and Aldermen.

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

OPEN DISCUSSION

Dwain Kicklighter, 6554 Dawnhill Rd., expressed concerns regarding new zoning amendments regarding trailer and recreational vehicle parking.

ADJOURNMENT

Meeting adjourned at 6:46 PM

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/14/25 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Laura Jenkins
Department Head: Trey Arthur

Special event permit for MRTC Winter Cross Country Series 8K.



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

Memphis Runners Track Club
PO Box 17981
Address 38187 Zip Code
2/9/25 5760 Yale Road 12:00 pm - 4:00 pm
Dates of the Event Hours of the Event
Trail Race - 8K
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
Property Owner
April Flanigan / Memphis Runners PO Box 17981
Special Event Permit Applicant Address of Applicant Memphis, TN 38187
901-291-9423
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
\$5.00	Permit Issuing Fee
\$7.00	Software Fee
\$	2% Credit Card Fee
\$ 72.00	Total Permit Fee

April Flanigan Appl. Kang 8/28/24
Responsible Person Signature and Printed Name 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: Trail Race 8K-Nesbit Park (3691 : MRTC Winter Cross Country Series 8K)

Special Event Checklist

Event: MRTC Winter Off Road Series 8K
 Location: Nesbit Park
 Dates: 2/9/25

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1			✓	<i>Location.</i> Special events that do not require the use of public right-of-way shall be conducted on private property in a commercial or industrial zoning district, except that non-profit organizations may conduct special events on any property where the owner has granted permission.	
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			✓	<i>Type 3 outdoor sales</i> 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.	will have in Nov or Dec 2024

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:

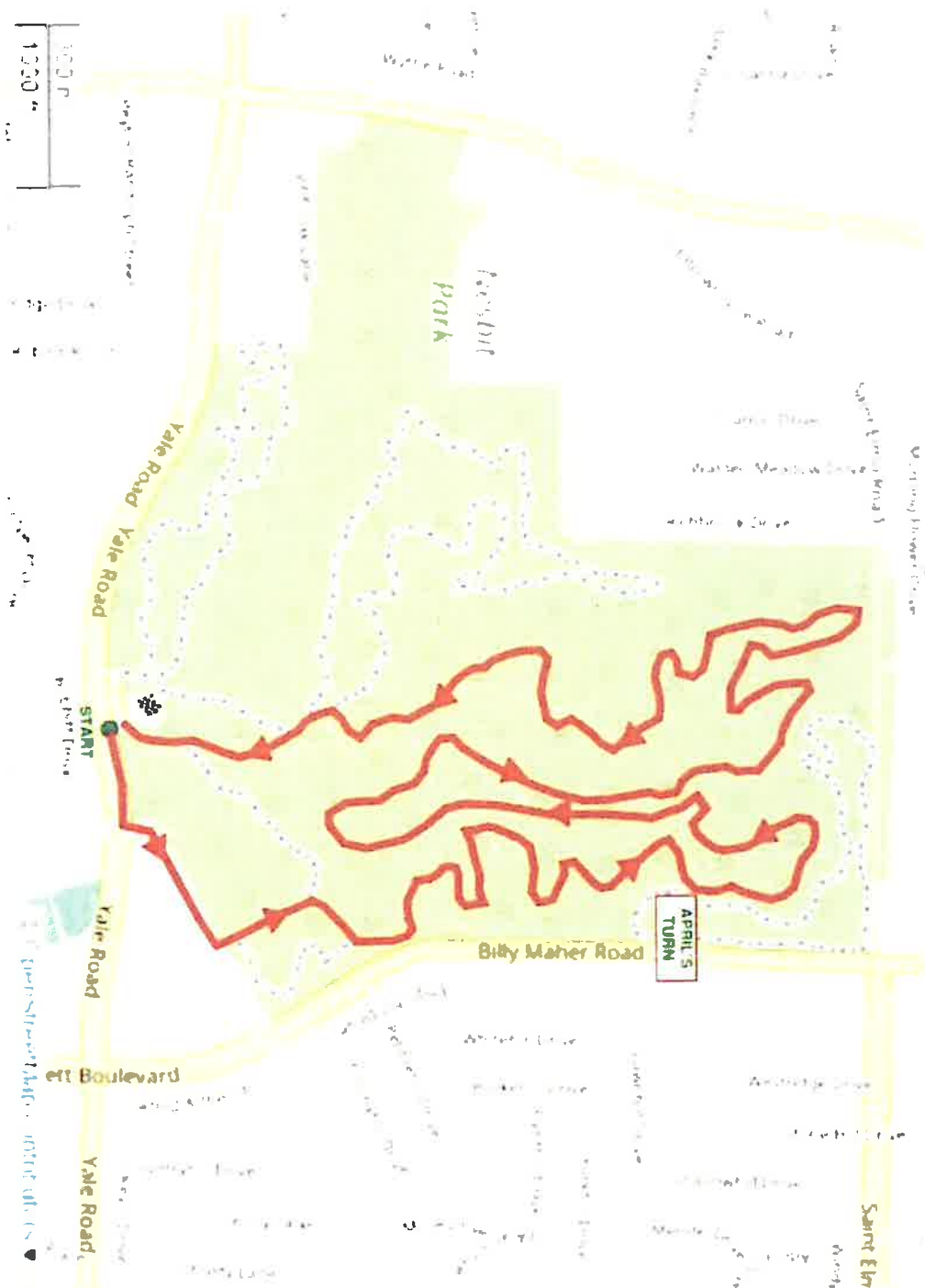
	Sub- mitted ✓ or X	OK	N/A		Comments
29	✓			Name and address of the applicant. PO Box Memphis Runners 17981, Memphis, TN 38127	
30			✓	Names and address of the owner of the premises on which the proposed event is to be held.	
31			✓	Written approval from the property owner agreeing to the proposed event, 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.	2/9/25
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.	Nesbit Park Lot - 8
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.	

MRTC WINTER OFF ROAD SERIES - 8+k course Nesbit Park (aka Stinky Creek)



Path shown is a rough depiction of the route course. Distances listed is an approximation of the actual distance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

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 Insurance Management Group 959 E 4th St Marion IN 46952		CONTACT NAME: Tabitha Messersmith PHONE (A/C, No, Ext): (765) 997-1489 FAX (A/C, No): (765) 997-1489 E-MAIL ADDRESS: tmessersmith@insmgt.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23809 19445	

COVERAGES **CERTIFICATE NUMBER:** 2025 \$2M AI Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			AIL0003450335201	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AIL0003450335201	12/31/2024	12/31/2025	\$ \$ \$ \$
	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		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			AID0003450335801	12/31/2024	12/31/2025	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.

DATE OF EVENT(S): 02/09/25 Winter Off-Road Series 8K

INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Flanigan, PO Box 17981, Memphis TN 38187

CERTIFICATE HOLDER 02/09/25 City of Bartlett 6400 Stage Rd Bartlett TN 38134		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
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David Parsons, *Mayor*
Paul Wright, *Parks Director*

December 3, 2024

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

The Memphis Runners Track Club has requested to use Nesbit Park on Sunday, February 9, 2025, for their annual Winter Off Road Series 8K.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Wright".

Paul Wright
Director, Parks and Recreation
City of Bartlett

Attachment: Trail Race 8K-Nesbit Park (3691 : MRTC Winter Cross Country Series 8K)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/14/25 06:00 PM

Department: Police

Category: Purchase

Prepared By: Jennifer Stonecipher

Department Head: Jeff Cox

Purchase a Chevrolet Tahoe Police Sport Utility Vehicle.



BARTLETT POLICE DEPARTMENT

POLICE VEHICLES



Project Description:

- The Police Department respectfully requests to purchase (1) 2025 Chevrolet Tahoe Police Vehicle. This vehicle is needed to replace existing vehicles taken out of service due to mechanical failures, accidents, and or age.

State of Tennessee Purchase Contract Options:

- The State of Tennessee Department of General Service Central Procurement Office has established various purchasing contracts, which specify a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these contracts by purchasing directly from the contractor by all applicable policies and procedures.

Vendor Selection:

- Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to global supply chain issues, the vast majority of dealers are unable to fulfill this purchase. In addition, vendors who may have this type of vehicle in stock require a sale price equal to or higher than the manufacturer's suggested retail price. As a result, we respectfully request to purchase these vehicles utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply for all Tennessee State Agencies and provides guaranteed discounted pricing.

Equipment & Cost:

- We have spoken with Wilson County Motors, the State of Tennessee Vehicle Contract Vendor, who has provided the state contracted price of \$58,139.
- The Police Department respectfully requests to purchase one (1) 2025 Chevrolet Tahoe Police Sport Utility Vehicle from Wilson County Motors for \$58,139. Funding for this purchase is available in Account # 110.42100.935 - Vehicles.

Thank you for your consideration,

Jeff Cox, Chief of Police

3730 Appling Road Bartlett, TN 38133
901-385-5560

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)



Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

5.2.a

2025 Tahoe 4WD LS - City of Bartlett

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS



Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)



Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Shelby Walsh
Wilson County Motors
615-444-9642
shelby@wilsoncountyauto.com

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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Data Version: 23943. Data Updated: Nov 13, 2024 6:47:00 PM PST.



Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$56,334.00	\$61,500.00
Total Options	(\$190.00)	\$810.00
Vehicle Subtotal	\$56,144.00	\$62,310.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$58,139.00	\$64,305.00

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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**Wilson County Motors**

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS ( Complete)**Weight Ratings****WEIGHT RATINGS**

Front Gross Axle Weight Rating:	3700 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7600.00 lbs

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Technical Specifications

Doors

N/A

Page



Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Selected Model and Options

MODEL		VQ2	MSRP
CODE	MODEL		
CK10706	2025 Chevrolet Tahoe 4WD 4dr LS	\$56,334.00	\$61,500.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White (Only available on LS and LT models.)

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GU5	Rear axle, 3.23 ratio	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Wilson County Motors

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
1LS	LS Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GAZ	Summit White (Only available on LS and LT models.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
A50	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
H0U	Jet Black, Premium cloth seat trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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Wilson County Motors

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Assist	Assistance	0.00 lbs	0.00 lbs	(\$1,000.00)	\$0.00
Federal	Federal Tire Fee	0.00 lbs	0.00 lbs	\$10.00	\$10.00
Service	Service Markup	0.00 lbs	0.00 lbs	\$800.00	\$800.00
Options Total		0.00 lbs	0.00 lbs	(\$190.00)	\$810.00

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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Wilson County Motors

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Standard Equipment

Mechanical

Suspension, Premium Smooth Ride

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 730 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

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Wilson County Motors

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, bright

Assist steps, Black with chrome accent strip

IntelliBeam, automatic high beam on/off

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Entertainment

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front bucket (STD)

Seat trim, cloth

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual

Console, floor with storage area and removable storage tray (Deleted when (AZ3) 40/20/40 split-bench front seats are ordered.)

Floor covering, color-keyed carpeting

Floor mats, color-keyed carpeted first and second row, removable (Deleted when LPO floor mats or LPO floor liners are ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, 3-spoke, wrapped

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 11" diagonal multi-color digital display

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Remote start

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

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Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Interior

Adaptive Cruise Control

Theft-deterrent system, electrical, unauthorized entry

USB ports, 2 type-A and C, charge and data located inside center console

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Front Pedestrian and Bicyclist Braking

Intersection Automatic Emergency Braking intersection alert, braking

Enhanced Automatic Emergency Braking

Reverse Automatic Braking

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Interior

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Deleted when (AZ3) front 40/20/40 split-bench seat is ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Wilson County Motors

Shelby Walsh | 615-444-9642 | shelly@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Safety-Interior

Hill Start Assist

Blind Zone Steering Assist (Replaced by (UKW) Blind Zone Steering Assist with Trailing when (NHT) Max Trailing Package is ordered.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist

HD Surround Vision

Rear Camera Washer

Rear Cross Traffic Braking

Rear Pedestrian Alert

Side Bicyclist Alert

Lane Keep Assist with Lane Departure Warning, enhanced

Forward Collision Alert

Safety Alert Seat

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23943. Data Updated: Nov 13, 2024 6:47:00 PM PST.



Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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Page

Nov 14, 2024



Wilson County Motors

Shelby Walsh | 615-444-9642 | shelby@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

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Data Version: 23943. Data Updated: Nov 13, 2024 6:47:00 PM PST.



MEMO

SWC# 209 – 2025 Vehicles
Contract Information and Usage Instructions

Contract Period: Total Number of Years: 1 Years

Start Date: October 10, 2024
 End Date: December 31, 2025

Summary/Background Information: SWC 209 was created to provide state agencies, local governments, and private non-profit institutions of higher education, and eligible non-profit agencies for the purchase and delivery of new vehicles. **The contracts below cover multiple dealers/manufacturers and each contract awarded covers delivery within the state of TN.**

State Contact Information

Contract Administrator:

Michael Neely
 Category Specialist
 Central Procurement Office
 (615) 741-5971
Michael.T.Neely@tn.gov

Vendor Contact Information:

Company Name

Edison Contract Number
 Vendor Contact Information

**TT of Columbia (d.b.a Chrysler, Dodge, and Jeep,
 Ram of Columbia) (All Regions)**

(2025 Models) 84817
 Russell Moles
 (865)285-0348
rmoles@cdjrcolumbia.com
 106 S. James Campbell Blvd., Columbia, TN 38401

Chrysler, Dodge, Jeep, Ram-Please refer to price sheet for available models

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

Company Name

Edison Contract Number
Vendor Contact Information

Wilson County Motor Co. (All Regions)

(2025 Models)84707
Danielle Rodriguez, Fleet Manager
(615) 444-9642
danielle@wilsoncountyauto.com
903 South Hartmann Drive, Lebanon, TN 37090

Chevrolet, Buick, Hyundai- Please refer to price sheet for available models

Company Name

Edison Contract Number
Vendor Contact Information

Alan Jay Automotive Management Inc. (All Regions)

(2025 Models), 84697
Matt Forte
(863) 402-4216
matt.forte@alanjay.com

Chevy, Nissan, Chrysler, - Please refer to price sheet for available models

Company Name

Edison Contract Number
Vendor Contact Information

Ford of Murfreesboro (All Regions)

(2025 models)84713
Mr. Keith McCullough
(615) 542-1843 (cell)
(615) 893-4121 ext. 1390 (office)
kmccullough@fordofmurfreesboro.com

Jason McCullough
(615) 785-9141 (cell)
(615) 893-4121 ext. 1312 (Office)
jmccullough@fordofmurfreesboro.com
1550 NW Broad Street, Murfreesboro, TN 37129

Ford- Please reference price sheet for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Lonnie Cobb, LLC (All Regions)

(2025 Ford) 84711
Steven Blackstock, Fleet Manager
(731) 989-2121
Lcag.fleet@gmail.com

1618 U.S. Hwy 45 North, Henderson, TN 38340

Ford- Please reference price sheet for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Helms Motors (All Regions)

(2025 models) 84866
Clint Allen
(731)968-2012
clinallen@helmsmotors.com
694 East Church St, Lexington TN 38351

Chrysler, Dodge, Jeep, Ram-Please refer to price sheet for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Cumberland International (All Regions)

84747
Erick Creasey
(615) 767-8681
ecreasey@cltte.com
1901 Lebanon Pike, Nashville, TN 37210

International- Please reference price sheets for available models.

Company Name

Edison Contract Number
Vendor Contact Information

Blue Sky DBA Carville CDJR (All Regions)

84865
Craig Batton
(615)243-1528
Cbaton05@gmail.com
300 Bachman Dr, Greenville TN 37745

Chrysler, Dodge, Jeep, Ram-Please refer to price sheet for available models.

Attachment: 2025 Tahoe for BMA (3706 : Police Vehicle Purchase)

Company Name

Edison Contract Number
Vendor Contact Information

Ted Russell Ford (All Regions)

84719
Joe Chamblee
(865)693-7611
jchamblee@tedrussell.com
KNOXVILLE, TN

Ford- Please reference price sheet for available models.

Usage Instructions:

All documents needed to purchase a vehicle off the contract can be found on the Statewide Contract 209: Vehicles web page, located here: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/state-agencies-/statewide-contract-instruction--swc-/swc-209-vehicles.html>

- Delivery times will vary, but the dealer will give an estimated date
- Please contact the selected dealer for an exact quote.
- The option clause can be used for both factory and aftermarket equipment installed at the time of purchase. It can also be used to delete or add any factory installed equipment.
- **Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
 - a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b) Tennessee local governmental agencies;
 - c) members of the University of Tennessee or Tennessee Board of Regents systems;
 - d) any private nonprofit institution of higher education chartered in Tennessee; and,
 - e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments. Specify delivery location to the dealership when ordering; delivery times will vary.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/14/25 06:00 PM

Department: Police

Category: Purchase

Prepared By: Jennifer Stonecipher

Department Head: Jeff Cox

Purchase S.W.A.T.Team body armor.



BARTLETT POLICE DEPARTMENT

S.W.A.T. Team Body Armor



Project Description:

- Due to the age of our current equipment and the growth of the department's S.W.A.T. Team, the Police Department respectfully requests the purchase of 15 new sets of body armor.
- The S.W.A.T. Team's current body armor was purchased in 2019. The research, development, and evaluation agency of the United States Department of Justice, The National Institute of Justice (NIJ), recommends the replacement of body armor every 5 years to avoid degradation of performance. This equipment is worn by S.W.A.T. personnel while providing specialized services in support of law enforcement operations such as high-risk warrant service, barricaded subjects, VIP protection, assistance in bomb discoveries, coverage of disasters, and coverage of civil disorders and defense emergencies.

U.S. General Services Administration Purchase Contract Options:

- The United States General Services Administration (GSA) has established various purchasing contracts, which establish a source or sources of supply for all federal agencies and eligible state, local, territorial, and tribal governments. These contracts require the vendors to provide all goods or services and deliverables as required by said contracts. Government organizations may utilize these contracts by purchasing directly from the contractor in accordance with all applicable policies and procedures. As a result, we respectfully request to purchase this equipment using the U.S. General Services Administration Purchase Contract. This contract, #47QSMA19D08Q1, establishes a source of supply for Law Enforcement Equipment and provides guaranteed discounted pricing.

Vendor Selection:

- Representatives from our organization have conducted extensive research and contacted numerous vendors and law enforcement agencies regarding this purchase. However, throughout this process, it was clear that end-user personnel were satisfied with their current body armor suite compared to similar sets from other manufacturers.
- Upon review and physical examination of potential body armor replacement suites, it was determined that Atlantic Diving Supply, Inc. (ADS) was the preferred equipment provider. Atlantic Diving Supply is an established GSA Contract Vendor with over twenty-five (25) years of service and specializes in tactical, medical, and first responder equipment. In addition, the Police Department utilized Atlantic Diving Supply to purchase the S.W.A.T. Team's body armor in 2019.

Equipment & Cost:

- We have spoken with Atlantic Diving Supply, Inc., and they have provided a GSA contracted price for fifteen (15) London Bridge Trading 6094A Quick Release Carrier-V2 with NIJ Level 3A soft armor inserts & thirty (30) Leading Technology Composites, Inc. 23707-3 NIJ Level 3++ Stand Alone hard armor plates for \$29,260.05.
- A few specifications related to this equipment are as follows:
 - Proprietary 4-point release system: Activated by push or pull technique, provides the ability to jettison all components and reconfigure in seconds in real-world environments
 - The vest cuts away while remaining intact, allowing medical access and equipment recovery.
 - Left and Right internal radio pouches are attached to the front torso section. This allows the 6094QRC to be removed without interrupting communication cable routing.
 - Built-in low-profile admin pocket.
 - The removable 1" fast clip MAP system (Mission Adaptable Panel System) allows quick platform reconfiguration.
 - It comes with front modular panels.
 - Compatible with all industry 1" fast tech clip systems.
 - Wire/Antenna/Hydration hose guides.
 - Interior hook and loop attachment points for use of the LBT-2540KIT Ancillary Package
 - Removable low-profile shoulder pads.
 - Reinforced drag handle.
 - Modular loop field on front and rear: 3 x 5.75 Front / 9.5 x 3 Rear.
 - Weight: Approx. 2.9 lbs.
 - NIJ Level 3A soft armor inserts for front, back, and cummerbund panels.
 - NIJ Level 3++ Stand Alone hard armor plates with multi-hit protection.
- The following documents are attached for further review:
 - GSA Contract 47QSMA19D08Q1
 - Quotation from Atlantic Diving Supply, Inc.
 - Sample Photographs
- The Police Department respectfully requests to purchase the above-mentioned items from Atlantic Diving Supply, Inc., for \$29,260.05. Funding for this purchase is available in Account # 124.48124.340.

Thank you for your consideration,

Jeff Cox, Chief of Police



Attachment: Police Body Armor - Packet for BMA (3699 : Purchase of S.W.A.T. Team Body Armor)



Attachment: Police Body Armor - Packet for BMA (3699 : Purchase of S.W.A.T. Team Body Armor)



Attachment: Police Body Armor - Packet for BMA (3699 : Purchase of S.W.A.T. Team Body Armor)



OUR PURPOSE.
YOUR MISSION.

621 Lynnhaven Pkwy Ste 160
Virginia Beach, VA 23452
PHONE: (757) 481-7758 **FAX:** (757) 481-7758

CAGE: 1CAY9 **DUNS:** 027079776
UEI: GJMSFBCNMSK3
FEDERAL TAX ID: 54-1867268

QUOTE Q-457154	
QUOTE NUMBER	Q-457154
QUOTE DATE	9/30/2024
CONTRACT TYPE	GSA 47QSMA19D08Q1

BILL TO

NAME BARTLETT TN PD
ATTN: Matt McArthur

ADDRESS 3730 APPLING RD
BARTLETT, TN 38133
US

SHIP TO

NAME BARTLETT TN PD
ATTN: Matt McArthur

ADDRESS 3730 APPLING RD
BARTLETT, TN 38133
US

TERMS	DODAAC / TIN	INSIDE SALESREP	OUTSIDE SALESREP
30 NET		REYNOLDS, BRENDAN (757) 802-4633 breynolds@adsinc.com	HOUSE, VERTICAL-FEDSTATE OR fedstate@adsinc.com

MANUFACTURER PART NUMBER	ADS PART NUMBER	PART DESCRIPTION	QTY	COUNTRY OF ORIGIN	LEAD TIME (DAYS)	GSA REMARKS	UNIT PRICE	EXTENDED PRICE
LBT- 6094B-QRC- V2	LBT- 6094B- QRC-V2-14572	Large Releasable MAP Carrier Version II	15	United States		Open Market	\$478.34	\$7,175.10
TB-LBT6094B-PL	TB-LBT6094B- PL-14572	Ballistic Armor for 6094B-PL for a SET Front Back and Cummerbunds Plexus BAV-IIIa	15	United States		Open Market	\$567.01	\$8,505.15
23707-3	23707-3	NIJ 06 LEVEL III ++ STAND ALONE 10X12	30	United States		GSA 47QSMA19D08Q1 S&L	\$452.66	\$13,579.80

SUBTOTAL:	\$29,260.05
-----------	-------------

TAX:	
FREIGHT:	
TOTAL:	\$29,260.05

Notes:

Compliance Statement for Shipment of Controlled Items

ITAR and EAR: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

FCC: N/A

Returns and Exchanges

Returns and exchanges may be subject to restocking fees. Certain products are not eligible for returns or exchanges

Product availability, prices and delivery dates are based upon current information at the time of quote. All information is subject to reconfirmation upon finalization of order.
Quotes with the DRAFT watermark are not official ADS quotes and are subject to change at any time.

This document is confidential and proprietary property of ADS, Inc. and is provided on the express condition that the data contained in it are not to be used, disclosed, or reproduced in whole or in part for any purpose without the express written consent of ADS, Inc.

ADS's ability to provide the products listed herein is contingent on ADS's ability to obtain any and all required export/import licenses. If licenses are required, additional fees may be added to account for these regulatory obligations. If the recipient is not a US federal government entity, this quote is an offer to sell expressly conditioned on the buyer's acceptance of the standard Terms and Conditions of sale posted at www.adsinc.com/termsandconditionsofsale, unless agreed terms are expressly referenced elsewhere on this quote. All other terms and conditions are rejected.

GENERAL SERVICES ADMINISTRATION**AUTHORIZED FEDERAL SUPPLY SERVICE****MULTIPLE AWARD SCHEDULE (MAS)****Atlantic Diving Supply, Inc.**

621 Lynnhaven Parkway

Suite 160

Virginia Beach, VA 23452

757-481-7758 (phone)

757-440-3027 (fax)

<https://adsinc.com/>**Contract:** 47QSMA19D08Q1**Modification:** PA-0064**Effective:** 12/05/2024**LARGE CATEGORIES:**

OFFICE MANAGEMENT, SECURITY AND PROTECTION, SCIENTIFIC
MANAGEMENT AND SOLUTIONS, TRANSPORTATION AND LOGISTICS
SERVICES, INDUSTRIAL PRODUCTS AND SERVICES, INFORMATION
TECHNOLOGY, MISCELLANEOUS, FACILITIES, FURNITURE & FURNISHINGS,
PROFESSIONAL SERVICES

PRODUCT SERVICE CODES:

1940, 1990, 2330, 2340, 2540, 3610, 3611, 3690, 3930, 4230, 4630, 4910,
5120, 5410, 5820, 5855, 6350, 6515, 6610, 6910, 6920, 7110, 7125, 7310,
7810, 7A21, 8415, 8430, 8465, 8470

Products and ordering information in this Authorized FSS Information Technology Schedule
Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage!
by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Prices Shown Herein are Net (discount deducted)

Attachment: Police Body Armor - Packet for BMA (3699 : Purchase of S.W.A.T. Team Body Armor)

1a. Table of Awarded SINs:

3152	Clothing
316210	Footwear
325998W	Water Treatment Products and Systems
332216	Law Enforcement, Firefighting and Rescue Tools, Equipment and Accessories
332311P	Pre-Engineered and Prefabricated Buildings and Structures for Storage Solutions
332510C	Hardware Store Catalog Service
332999	Law Enforcement Personal Equipment
332999S	Safes, Vault Systems, and Security Products
333314NV	Night Vision Equipment -
333318TDTM	Off-the-Shelf Training Devices and Training Materials
333921	Vehicle Material Handling Equipment
333924	Utility Trucks and Tractors
334220	Surveillance Systems, Wearable Body Cameras, and Vehicular Video
334290	Security and Detection Systems
334511	Search, Detection, Navigation, Guidance, Aeronautical, Nautical Systems, Instruments
334519	Bomb and Hazardous Material Disposal; Metal and Bomb Detection
335911	Batteries
336212	Trailers and Attachments
336413	Aircraft Armoring and Helicopter Equipment
336612	Marine Craft
336991	Wheel and Track Vehicles
336992	Non-Tactical Armored Vehicles and Vehicle Armoring Services
337215	Firearm Care
339113PA	Protective Apparel
339113R	Medical/Rescue and Patient Transportation Products
339920	Target Systems/Target Range Accessories
339920S	Sporting Goods & Supplies
511210	Software Licenses
532490P	Lease/Rental of Pre-Engineered/Prefabricated Buildings and Structures
611430ST	Security Training
611430TTS	Technical Training And Support (TTS)
811310MR	Machine and Equipment Sales, Maintenance and Repair
ANCILLARY	Ancillary Supplies and Services

1b. Lowest Price Model for each SIN:

Varies. See following pages for item listing.

2. Hourly Rates:

Not Applicable

3. Maximum Order Limit per SIN:

3152	\$250,000
316210	\$250,000
325998W	\$300,000
332216	\$250,000
332311P	\$250,000
332510C	\$750,000
332999	\$250,000
332999S	\$250,000
333314NV	\$250,000
333318TDTM	\$1,000,000
333921	\$250,000
333924	\$2,000,000
334220	\$250,000
334290	\$250,000
334511	\$250,000
334519	\$250,000
335911	\$250,000
336212	\$1,000,000
336413	\$250,000
336612	\$250,000

336991	\$250,000
336992	\$850,000
337215	\$250,000
339113PA	\$250,000
339113R	\$250,000
339920	\$250,000
339920S	\$250,000
511210	\$500,000
532490P	\$300,000
611430ST	\$1,000,000
611430TTS	\$250,000
811310MR	\$1,000,000
ANCILLARY	\$250,000

4. **Minimum Order:** \$1.00
5. **Geographic Coverage:** Worldwide
6. **Production Points:** Varies by product. See following pages for item listing.
7. **Discounts from List Prices:** Varies by product. Prices Shown Herein are Net (discount deducted).
8. **Quantity Volume Discounts:** None
9. **Prompt Payment Terms:** Net 30 Days
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9a. **Government Purchase Cards:** Accepted at or below the micro-purchase threshold.
- 9b. **Government Purchase Cards:** Accepted above the micro-purchase threshold. Contact contractor for limit.
10. **Foreign Items:** See following pages for item listing.
- 11a. **Time of Delivery:** Varies. Contact ADS.
- 11b. **Expedited Delivery:** Varies. Contact ADS.
- 11c. **Overnight / 2 Day Delivery:** If available, contact the Contractor for rates.
- 11d. **Urgent Requirements:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **FOB Point:** Destination-CONUS / Origin-OCONUS
- 13a. **Ordering Address:** See cover sheet.
- 13b. **Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3.
14. **Payment Address:** Same as Ordering Address. See cover sheet.
15. **Warranty Provisions:** Varies by product. See following pages for item listing.
16. **Export Packing Charges:** Not Applicable
17. **Terms and Conditions of Government Purchase Card Acceptance:** See 9a and 9b above.
18. **Terms and Conditions of Rental, Maintenance, and Repair (if applicable):** Not Applicable

- | | | |
|------|---|--|
| 19. | Terms and Conditions of Installation (if applicable): | Not Applicable |
| | | |
| 20. | Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and any Discounts from List Prices (if available): | Not Applicable |
| | | |
| 20a. | Terms and Conditions for any other Services (if applicable): | Not Applicable |
| | | |
| 21. | List of Service and Distribution Points (if applicable): | Not Applicable |
| 22. | List of Participating Dealers (if applicable): | Not Applicable |
| 23. | Preventative Maintenance (if applicable): | Not Applicable |
| | | |
| 24a. | Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants): | Not Applicable |
| | | |
| 24b. | Section 508 Compliance for EIT: | As applicable |
| 25. | SAM UEI | GJMSFBCNMSK3 |
| | | |
| 26. | Notification Regarding Registration in System for Award Management (SAM) Database: | Contractor has an active registration in the SAM database. |

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ATLANTIC DIVING SUPPLY, INC.

2 Business name/disregarded entity name, if different from above.

ADS, INC.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

621 Lynnhaven Pkwy., Suite 160

6 City, state, and ZIP code

Virginia Beach, VA 23452-7448

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

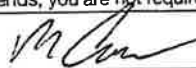
5	4	-	1	8	6	7	2	6	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date **3/28/24**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/14/25 06:00 PM

Department: Police

Category: Purchase

Prepared By: Jennifer Stonecipher

Department Head: Jeff Cox

Purchase of camera equipment for police vehicles.

The Police Department is seeking to purchase various camera equipment bundles from Motorola Solutions for installation in six new police vehicles. These equipment bundles include an in-car forward-facing camera, in-car back seat camera, body-worn camera, and all other associated hardware, licenses, and five years of Cloud Storage. This project also includes the purchase of 11 additional body-worn cameras, which will replace existing devices that have been taken out of service due to failures, accidents, or age. The data associated with each of these systems will be stored in a cloud-hosted server for a period of five years.

The total cost for this purchase is \$139,881.20. The payment terms for this purchase are as follows:

FY25 - Up Front Cost - \$37,209.20

FY26 - Year 2 Subscription Fee - \$25,668.00

FY27 - Year 3 Subscription Fee - \$25,668.00

FY28 - Year 4 Subscription Fee - \$25,668.00

FY29 - Year 5 Subscription Fee - \$25,668.00

Total: \$139,881.20



BARTLETT POLICE DEPARTMENT

Camera Equipment for Police Vehicles



Project Description:

- The Police Department is seeking to purchase various camera equipment bundles for installation in six (6) new police vehicles. These equipment bundles include an in-car forward-facing camera, in-car back seat camera, body-worn camera, and all other associated hardware, licenses, and five years of Cloud Storage. This project also includes the purchase of eleven (11) additional body-worn cameras, which will replace existing devices that have been taken out of service due to failures, accidents, or age.
- The Police Department is committed to the belief that in-car and on-officer audio/video recording is an essential and valuable tool for law enforcement. This equipment essentially documents a police officer's investigative and enforcement activities from the perspective of the officer's person and or vehicle. The police department installs such equipment in all marked vehicles assigned to the Patrol Division.

Vendor Selection Process:

- The Police Department utilizes Motorola Solutions as the designated supplier of all in-car and body-worn camera equipment. There are no other vendors capable of supplying equipment that will operate with the hardware & servers currently owned by the department. As a result, the Police Department seeks to use Motorola Solutions as the single source provider of the described equipment.

Equipment & Cost:

- The requested items for this purchase include all equipment needed to outfit six (6) new police vehicles and replace eleven (11) existing body-worn camera systems. The data associated with this equipment will be stored in the cloud through Motorola's VaaS industry-leading evidence collection and management system. This subscription-based solution provides access to Motorola's evidence management platform, which automates data maintenance and facilitates administration of our department's devices in a Government cloud-based storage. The data associated with each of these systems will be stored in a cloud-hosted server for a period of 5 years. A summary of each item and its cost is as follows:

Item	QTY	Unit Price	Total Price
M500 In-Car Systems	6	\$13,500.00	\$81,000.00
In-Car Video Configuration	6	\$249.60	\$1,497.60
On-Site Deployment	1	\$6,000.00	\$6,000.00
Body Worn Camera Configuration	6	\$106.40	\$638.40
V700 Battery as Spares	6	\$110.00	\$660.00
V300/V700 Transfer Station	1	\$1,800.00	\$1,800.00
V700 Body Worn Cameras	11	\$4,140.00	\$45,540.00
Body Worn Camera Configuration	11	\$103.20	\$1,135.20
V700 Battery as Spares	11	\$110.00	\$1,210.00
Access Points	2	\$200.00	\$400.00
		Total:	\$139,881.20

- The total cost for this purchase is \$139,881.20. The payment terms for this purchase are as follows:

Fiscal Year Payment	Amount
FY25 - Upfront Cost	\$37,209.20
FY26 - Year 2 Subscription Fee	\$25,668.00
FY27 - Year 3 Subscription Fee	\$25,668.00
FY28 - Year 4 Subscription Fee	\$25,668.00
FY29 - Year 5 Subscription Fee	\$25,668.00
	\$139,881.20

- The FY25 funds, in the amount of \$37,209.20, are available in Account # 110.42100.935 – Vehicles. All additional payments will be budgeted in Account # 123.48123.264 for their respective fiscal years.
- Quote # 2906861 is attached for further information.

I appreciate your consideration,

Jeff Cox, Chief of Police

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



BARTLETT POLICE DEPARTMENT

VaaS - 6 Bundles plus 11 Additional V700 BW

11/21/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-2906861

11/21/2024

BARTLETT POLICE DEPARTMENT
6400 STAGE RD
BARTLETT, TN 38134

RE: Motorola Quote for VaaS - 6 Bundles plus 11 Additional V700 BWC

Dear Laurie Thompson,

Motorola Solutions is pleased to present BARTLETT POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BARTLETT POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Richard Carter at rickcarter@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Richard Carter
Regional Sales Manager

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



QUOTE-2906861
VaaS - 6 Bundles plus 11 Addition
V700 BWC

Billing Address:
BARTLETT POLICE DEPARTMENT
6400 STAGE RD
BARTLETT, TN 38134
US

Shipping Address:
BARTLETT POLICE DEPARTMENT
6400 STAGE RD
BARTLETT, TN 38134
US

Quote Date:11/21/2024
Expiration Date:02/19/2025
Quote Created By:
Richard Carter
Regional Sales Manager
rickcarter@
motorolasolutions.com
6158045986

End Customer:
BARTLETT POLICE DEPARTMENT
Laurie Thompson
lthompson@bartlettspolice.org
901-385-5560 x 500

Contract: 36874 - WATCHGUARD-
SOURCEWELL
AGREEMENT: WG List Price 20 Off
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	6	5 YEAR	\$13,500.00	\$81,000.00	
2	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	6		\$249.60	\$1,497.60	
3	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$6,000.00	\$6,000.00	
4	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK*	6		Included	Included	
5	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	6		\$106.40	\$638.40	
6	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER	6	5 YEAR	Included	Included	



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800


MOTOROLA SOLUTIONS

QUOTE-2906861
VaaS - 6 Bundles plus 11 Addition
V700 BWC

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
		BODY WORN CAMERA VAAS					
7	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	6		Included	Included	3 YEAR
8	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	6	5 YEAR	Included	Included	
9	SWV07S03593A	SOFTWARE ENHANCEMENTS	6	5 YEAR	Included	Included	
10	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	6		Included	Included	
11	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	2		Included	Included	
12	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	6		\$110.00	\$660.00	
13	WGW00502	M500 EXTENDED WARRANTY	6	5 YEAR	Included	Included	
14	SSV00S01450B	LEARNER LXP SUBSCRIPTION	6	5 YEAR	\$0.00	\$0.00	
15	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	6	5 YEAR	Included	Included	
16	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	1	5 YEAR	\$1,800.00	\$1,800.00	
	Video as a Service						
17	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	11	5 YEAR	\$4,140.00	\$45,540.00	
18	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	11		\$103.20	\$1,135.20	
19	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	11	5 YEAR	Included	Included	
20	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	11		Included	Included	3 YEAR

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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QUOTE-2906861
VaaS - 6 Bundles plus 11 Additional
V700 BWC

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
21	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	11	5 YEAR	Included	Included	
22	SWV07S03593A	SOFTWARE ENHANCEMENTS	11	5 YEAR	Included	Included	
23	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	11		Included	Included	
24	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	11		\$110.00	\$1,210.00	
25	SSV00S01450B	LEARNER LXP SUBSCRIPTION	11	5 YEAR	\$0.00	\$0.00	
26	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	2		\$200.00	\$400.00	
Grand Total					\$139,881.20(USD)		

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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QUOTE-2906861
VaaS - 6 Bundles plus 11 Additio
V700 BWC

Pricing Summary

Payment Term			Upfront Sale Price
Upfront Costs*			
			\$11,541.20
Upfront Subscription Fee			
	Video as a Service	Annually	\$25,668.00
Sub Total:			\$37,209.20
Payment Term			Annual Sale Price
Year 2 Subscription Fee			
	Video as a Service	Annually	\$25,668.00
Year 3 Subscription Fee			
	Video as a Service	Annually	\$25,668.00
Year 4 Subscription Fee			
	Video as a Service	Annually	\$25,668.00
Year 5 Subscription Fee			
	Video as a Service	Annually	\$25,668.00
Sub Total:			\$102,672.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$139,881.20

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

MOTOROLA SOLUTIONS **VIDEO-AS-A-SERVICE OVERVIEW**

QUOTE-2906861
 VaaS - 6 Bundles plus 11
 Additional V700 BWC

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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MOTOROLA SOLUTIONS **VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION**

QUOTE-2906861
 VaaS - 6 Bundles plus 11
 Additional V700 BWC

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.



VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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MOTOROLA SOLUTIONS

Integration with In-Car and Body-Worn Cameras

QUOTE-2906861
VaaS - 6 Bundles plus 11
Additional V700 BWC

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



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1 V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

QUOTE-2906861
VaaS - 6 Bundles plus 11
Additional V700 BWC

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to



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MOTOROLA SOLUTIONS

QUOTE-2906861

VaaS - 6 Bundles plus 11

Additional V700 BWCs

record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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MOTOROLA SOLUTIONS

1.5. DOCKING STATIONS

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VaaS - 6 Bundles plus 11
Additional V700 BWC

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798
WGA00669
WGA00668
WGP02697
WGP03088
WGP03085


**Magnetic
Center Shirt
Mount**



**Tek-Lok Belt
Mount**



**Molle Locking
Mount**



**Shirt
Clip**



**Heavy
Jacket Clip**



**Heavy Jacket
Magnetic Mount**



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VaaS - 6 Bundles plus 11
Additional V700 BWC

M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



Attachment: Camera Equipment for BMA (3707 : Purchase of Camera Equipment for Police Vehicles.)



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VaaS - 6 Bundles plus 11
Additional V700 BWC

- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

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System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



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- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



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- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 01/14/25 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

AGENDA ITEM

Minimum bond subdivision contract for Walker Farms Phase 3.

Location Map



Blue Sky Communities Inc
177 Crescent Drive Collierville, TN 38017

January 3, 2025

Ms. Erin Campbell, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Rd
Bartlett, TN 38134

Re: Walker Farms, Phase 3 Minimum Bond

Ms. Erin,

This letter will serve as my official request, on behalf of Blue Sky Communities, to use a “minimum bond” on this project. Blue Sky Communities intends on completing all required items within the plans/ development agreement, before recording the final plat for this phase. If you have any questions or concerns, please reach out to me directly.

Thank you,



Corbin Peeper
Land Development Manager
Blue Sky Communities, Inc.

**RESIDENTIAL SUBDIVISION CONTRACT
WALKER FARMS PHASE 3 FOR MINIMUM BOND**

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and BLUE SKY COMMUNITIES, INC., hereinafter referred to as the
DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
entitled: WALKER FARMS PHASE 3 dated December 2, 2024, made by the
DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and
established certain conditions for approval of the Final Plat of said subdivision in accordance with
Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which
is the approval of this Development 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 Construction Plan, 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 Subdivision Development Contract is entered into by the CITY at the instance 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 Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promisee and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, 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 subdivision development 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 subdivision.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.
8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.
9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.
10. 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 subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. 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 PLANNING COMMISSION.

12. 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.

13. 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.

14. 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 subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, 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.

15. 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.

16. 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.
17. 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.
18. 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 curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service 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. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat 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 along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, 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. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

PUBLIC STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 1.5 inch asphalt binder course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 2.5" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for

completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision.

(OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. The final surface lift of asphalt may be installed prior to recording the Final Plat of the subdivision. In consideration of the CITY OF BARTLETT allowing the final asphalt surface to be installed prior to recording the Final Plat, the DEVELOPER agrees to provide a warranty on the surface lift of asphalt that extends until a time that is 12 months after 80% of the homes are completed, but does not exceed 3 years from the recordation of the Final Plat.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

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 subdivision. 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. All freshly excavation 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 subdivision. 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.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI**TITLE TO WATER AND SEWER LINES**

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII**DRAINAGE DESIGN RESPONSIBILITIES**

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage 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 upon full development of upstream and downstream properties under existing zoning 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 subdivision 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 subdivision. 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 Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. 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 Plan 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 nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. 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.

5. 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.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. 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 development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. 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 development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its

geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. 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 detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision 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 unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect 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. The DEVELOPER is responsible to maintain the streets in accordance with The Final Street Paving Requirements, Page 10 of 24. The Minimum Bond Contract required in this warranty periods is to be 100% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.
4. That the DEVELOPER shall complete all work in this contract within 365 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.

XIV**STREET LIGHTS**

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas & Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV**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 and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision 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 Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI**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.

XVII

PARKLAND FEES

Developer will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:**1) MINIMUM BOND**

The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all Public Infrastructure work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

2) FEE REDUCTION FOR FY25 BUDGET YEAR

Ordinance 24-05 as approved on June 11, 2024 reduced the subdivision contract fees to zero (For FY25 Budget year) for City Subdivision Inspection, Sewer Connection Charge, Water Connection Fee, Water Plant Expansion, and Water System Engineering. This applied to all drainage basins except the Fletcher Creek Basin.

3)SEWER EXTENSION CREDITS

The Walker Farms Phase 2 Subdivision Contract contained a sewer extension that was installed and was designated as a creditable sewer extension. This creditable sewer extension created development credit which can be used to offset Water and Sewer Contract Costs, such as the Water Plant Expansion Fee, the Water Connection Fee, and the Sewer Connection Fee.

The balance created by this creditable sewer extension in Walker Farms Phase 2 is: **\$102,053.01**

However, because of the Fee Reduction for FY25 Budget year (Item 2 above), the Credit cannot currently be used. In the event that the Fee Reduction is NOT in place during future development of this property then this credit balance could be utilized.

Therefore, the full credit balance of **\$102,053.01** shall carry forward for future development of this property.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT
THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
WALKER FARMS PHASE 3**

I. Due at Execution of Subdivision Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost =	\$162,890.00)	<u>\$0.00</u> *
			*waived as per Special Condition 2
2.	a. Water System Engineering and Subdivision Review (@) 6% of Water Main Cost		<u>\$0.00</u> *
			*waived as per Special Condition 2
	b. Subdivision & site plan review fee @ \$175 per lot. 45 Lots		<u>\$7,875.00</u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$450.00 \$25.00 implies \$209.70		<u>\$450.00</u>
4	City Subdivision Inspection @ A: 3% of Full Development Cost or B: \$300.00 per Lot Whichever is greater Full Development Cost =	\$35,748.45 \$13,500.00 \$1,191,614.87	<u>\$0.00</u> *
			*waived as per Special Condition 2
5	Water Connection Fee @ \$2,000.00 per Lot 45 Lots	\$90,000.00	<u>\$0.00</u> *
			*waived as per Special Condition 2
6	Sewer Connection Fee @ \$2000.00 per Lot 45 Lots	\$90,000.00	<u>\$0.00</u> *
			*waived as per Special Condition 2
7	DRAINAGE BASIN- Tributary of Loosahatchie Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 0 Lots		<u>\$0.00</u>
8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 45 Lots	\$11,250.00	<u>\$11,250.00</u>

9 City portion of Water Improvements \$0.00

DISTRICT _____ 3
 10 Park Land Development Fee
 @ \$700.00 per Lot
 45 Lots \$700.00 \$31,500.00

TOTAL DUE CITY **\$51,075.00**

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) \$133,692.87

2. Street Light (Estimated at \$650.00 per lot)
 45 Lots Public
\$29,250.00

TOTAL DUE II **\$162,942.87**

III. Upon Execution of Subdivision Contract and
 Before Construction Begins

MINIMUM BOND **\$387,794.87**

IV. Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

To be retained from initial 50% bond reduction amount
 and held until HOA is turned over to residents in a
 formal meeting, and minutes from that meeting are
 provided to the City of Bartlett Planning and
 Engineering Offices. 45 Lots

HOA BOND **\$ 70,000.00**

LOT	#	\$/LOT	
1-25	25	\$ 2,000.00	\$ 50,000.00
26-75	20	\$ 1,000.00	\$ 20,000.00
75-	0	\$ 500.00	

The Minimum Required Bond is the greater of Item III. And IV. Above **\$387,794.87**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT- David Parsons, Mayor

BLUE SKY COMMUNITIES, INC

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 01/14/25 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Dalan Hubbard

Department Head: John Horne

AGENDA ITEM

Proposal for design for the Water Treatment Plants 1-4 Improvements Design Project.

The City of Bartlett's four Water Treatment Plants need upgrades due to aging infrastructure. This includes valves, high service pumps, electrical motor control centers, filtration remediation, and various electrical controls. The design scope for the project is listed in the attached design contract. We need a consultant to design the improvements for each Water Treatment Plant. Recently we received proposals from several consultants and our selection committee selected A2H Consulting Engineers.

Attached is A2H's contract for the design for improvements for all four Water Treatment Plants which totals \$341,500.00. Funds are available in Account 312.48312.81119.



November 11, 2024

John Horne, P.E.
Director of Engineering
City of Bartlett, TN
6400 Stage Road
Bartlett, TN 38134

Re: City of Bartlett, TN
Water Treatment Plant Improvements 2025
Engineering Services
Bartlett, TN

A2H # 24203

Dear John,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Ryan McDaniel will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Ryan at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,

A2H, INC.

Logan E. Meeks, PE
President | Principal

Ryan McDaniel, PE, LEED AP
Principal | Project Manager



November 11, 2024

John Horne, P.E.
 Director of Engineering
 City of Bartlett, TN
 6400 Stage Road
 Bartlett, TN 38134

Re: City of Bartlett, TN
 Water Treatment Plant Improvements 2025
 Engineering Services
 Bartlett, TN

A2H # 24203

Dear John,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the Engineering Services for the Water Treatment Plant Improvements 2025 proposed in Bartlett, TN. The project will be developed such that each location will have a stand-alone set of Construction Documents able to be bid as individual projects or as groups of projects.

Additional aspects of the project include the following:

- A. Water Treatment Plant #1 – Altruria Road
 - i. Lighting upgrades throughout pipe gallery and filter room.
 - ii. Painting of pipe gallery.
 - iii. New flooring surface.
 - iv. Wall repairs in pipe gallery.
 - v. High service surge protection valves to be replaced.
 - vi. Motor control center replacement for high service pumps.
 - vii. New electric valve actuators and valves.
 - viii. Replace soft start check valves.
- B. Water Treatment Plant #2 – Woodlawn Street
 - i. New flooring throughout building.
 - ii. New light fixtures.
 - iii. ADA restroom renovations.
 - iv. New millwork for lab.
 - v. Window replacements.
 - vi. HVAC improvements.

- vii. Motor control center replacement for high service pumps.
- viii. Potential addition for storage.
- ix. Fuel spill containment and security for generator.
- x. Improved accessible entrance.
- xi. Topographic Survey to be provided for this location only.
- C. Water Treatment Plant #3 – Ardie Road
 - i. Replace valve actuators to electric and replace valves.
 - ii. Replace transfer switch to an automatic transfer switch.
 - iii. Motor control center replacement for high service pumps.
 - iv. Concrete repair and replace filter media.
 - v. Paint walls and improve flooring in gallery.
 - vi. Improve lighting in the gallery.
 - vii. Paint pipes in the gallery.
 - viii. Recoating of deck and possibly steel in filter area.
 - ix. The addition of a new 30'x60' climate-controlled storage building on site.
- D. Water Treatment Plant #4 – North Germantown
 - i. Replace breaker panel.
 - ii. Replace pump room valves.
 - iii. Motor control centers to be replaced.
 - iv. Replace aerator valves.
 - v. Possibly replace gate valves at the pump house.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services, working closely with City of Bartlett, TN to provide these services in support of the project:

- | | |
|--------------------------|-------------------------------|
| • Project Management | • Structural Engineering |
| • Planning | • Mechanical Engineering |
| • Land Surveying | • Plumbing Engineering |
| • Civil Engineering | • Fire Protection Engineering |
| • Landscape Architecture | • Electrical Engineering |
| • Architecture | • Construction Administration |

The phases described below represent our understanding of the project requirements as indicated by the Client:

Schematic Design

- A. Meet with Bartlett to refine the project scope for each Water Treatment Plant.
- B. Prepare schematic drawings and graphics for Owner review.
- C. Develop an Opinion of Probable Cost for each location individually.
- D. Review deliverables with Bartlett to determine Construction Document packages to develop and which scope items to adjust for budget purposes.

Design Development

- A. Prepare Design Development drawings and 50% specifications for review with Bartlett.
- B. Revise the Opinion of Probable Cost for review.
- C. Meet with Bartlett to review overall project scope, budget, and develop final direction on development of Construction Documents.

Construction Documents

- A. Prepare Construction Documents including drawings and specifications for each of the four bid packages.
- B. Deliverables will be provided in PDF format.

Bidding

- A. A2H will assist the Client in obtaining bids by submitting the Bid Advertisement.
- B. A2H will distribute the Construction Document and Specifications to prospective bidders via A2H Plan room.
- C. A2H will organize and conduct a Pre-bid Conference for the prospective bidders.
- D. A2H will provide Addenda responses and clarifications to prospective bidders on the Construction Document and Specifications.
- E. A2H will organize and conduct the opening of the bids and subsequently document the bidding results.
- F. A2H will evaluate the bids and provide a letter of recommendation to the Client.
- G. It is understood that there will be four bid packages.

Construction Administration

- A. A2H will organize and conduct a Preconstruction Conference prior to the start of the construction of each of the (4) projects with the Client and the successful Contractor(s).
- B. A2H will advise and consult with the Client during construction inspection and respond to Requests for Information and issue Architectural Supplemental Instructions, as necessary.
- C. A2H will review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and Pay Applications.
- D. A2H will conduct four (4) construction observation site visits during construction to verify the project is being constructed per Contract. A2H will provide the client reports with photos after the construction observation site visits. Construction not complying with the Construction Documents and Specifications will be communicated to the Client and Contractor.
- E. A2H will conduct one (1) on-site visit for each of the (4) projects at substantial completion to provide a final comprehensive punch list of the project prior to final payment.
- F. The Preconstruction Meetings and the Substantial Completion Punch Lists site visits are in addition to the site visits noted above.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including, but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule, or methods of bidding.
- B. Plan review fees required by local or state entity, application fees and/or permit fees.
- C. Phase I and/or II Environmental Site Assessment.
- D. Geotechnical Engineering services for appropriate geotechnical engineering design criteria for earth-related phases.
- E. Off-site improvements not specifically referenced in the Basic Scope of Services.
- F. Value Engineering/Analysis after the completion of the Construction Documents phase services shall be compensated as an Additional Service per Section VI.
- G. Furniture, Fixture, and Equipment planning.
- H. Construction Cost Estimating services.
- I. Submission and payment for Advertisement for Bid.
- J. Our limited Construction Administration services do not include construction management tasks i.e., full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment requests/change order requests, etc.
- K. Quality Assurance Testing services including, but not limited to testing and special inspections.
- L. The preparation of As-Built Drawings or Record Drawings after completion of construction.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Schematic Design		\$ 58,000.00
Water Treatment Plant #1	\$ 13,250.00	
Water Treatment Plant #2	\$ 24,690.00	
Water Treatment Plant #3	\$ 13,160.00	
Water Treatment Plant #4	\$ 6,900.00	
Design Development		\$ 83,250.00
Water Treatment Plant #1	\$ 15,125.00	
Water Treatment Plant #2	\$ 41,375.00	
Water Treatment Plant #3	\$ 18,600.00	
Water Treatment Plant #4	\$ 8,150.00	
Construction Documents		\$ 116,950.00
Water Treatment Plant #1	\$ 21,025.00	
Water Treatment Plant #2	\$ 51,455.00	
Water Treatment Plant #3	\$ 32,320.00	
Water Treatment Plant #4	\$ 12,150.00	
Bidding		\$ 28,100.00
Water Treatment Plant #1	\$ 6,650.00	
Water Treatment Plant #2	\$ 9,290.00	
Water Treatment Plant #3	\$ 6,860.00	
Water Treatment Plant #4	\$ 5,300.00	
Construction Administration		\$ 55,200.00
Water Treatment Plant #1	\$ 10,250.00	
Water Treatment Plant #2	\$ 21,090.00	
Water Treatment Plant #3	\$ 15,960.00	
Water Treatment Plant #4	\$ 7,900.00	
Compensation for Basic Scope of Services		\$ 341,500.00
Reimbursable Expense Fee (Courier Service, Mileage, and Printing)		\$ 3,000.00
Reimbursable Fee (Plans Review, Bid Advertisement)		Direct Cost + 15%

Attachment: Water Treatment Plant Improvements 2025 Design Contract A2H (3700 : Water Treatment Plants 1- 4 Improvements)

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and City of Bartlett, TN. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 230.00
Associate Principal	\$ 160.00	\$ 180.00	\$ 190.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 85.00	\$ 95.00	\$ 105.00
Architect	\$ 140.00	\$ 160.00	\$ 180.00
Engineer	\$ 135.00	\$ 150.00	\$ 175.00
Senior Designer	\$ 120.00	\$ 135.00	\$ 150.00
Landscape Architect	\$ 110.00	\$ 130.00	\$ 150.00
Planner	\$ 100.00	\$ 120.00	\$ 140.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 125.00
Construction Administrator	\$ 90.00	\$ 100.00	\$ 120.00
Designer	\$ 95.00	\$ 105.00	\$ 115.00
BIM/CAD Technician	\$ 80.00	\$ 90.00	\$ 110.00
Survey Crew Member	\$ 65.00	\$ 75.00	\$ 85.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 60 calendar days. We certainly look forward to collaborating with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,

A2H, INC.



Logan E. Meeks, PE
President | Principal

Attachment: Terms and Conditions

This Contract entered into as of the day and year written below.

AGENT FOR: CITY OF BARTLETT, TN

ACCEPTED BY: _____

DATE: _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **CITY OF BARTLETT, TN** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **CITY OF BARTLETT, TN** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **CITY OF BARTLETT, TN** shall reimburse the Consultant all expenses incurred for courier service, (e.g., Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Mileage shall be reimbursed at the current IRS standard mileage rate. Reimbursable Expenses Fee shall be billed as a flat rate per Section V of the contract.
3. In the event of any litigation arising from or related to this Contract or the services provided under this Contract, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. **CITY OF BARTLETT, TN** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **CITY OF BARTLETT, TN** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
5. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this Contract from **CITY OF BARTLETT, TN** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
6. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other site requirements, structures (dumpster pad and walls, transformer pads, etc.) or utilities not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **CITY OF BARTLETT, TN** or its consulting architect.
7. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **CITY OF BARTLETT, TN**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
8. Notwithstanding any other provision of this Contract or the parties' contract, in providing services under this Contract, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
9. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **CITY OF BARTLETT, TN** does not engage the Consultant for full customary Construction Administration of this Project, **CITY OF BARTLETT, TN** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
10. In the event **CITY OF BARTLETT, TN** should require Consultant to perform construction administration services, **CITY OF BARTLETT, TN** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
11. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.

 Initials

 Date

12. **CITY OF BARTLETT, TN** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **CITY OF BARTLETT, TN** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **CITY OF BARTLETT, TN** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
13. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **CITY OF BARTLETT, TN** for any loss of profit, loss of use, or any other consequential damages.
14. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
15. Neither party to this Contract shall transfer, sublet, or assign any rights under or interest in this Contract (including, but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this Contract to properly qualified subconsultants.
16. This Contract may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
17. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **CITY OF BARTLETT, TN** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
18. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **CITY OF BARTLETT, TN**, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which **CITY OF BARTLETT, TN** would have been obligated to pay if the services had not been defective.
19. Any and all suits for any breach of this Contract shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
20. If any portion of this Contract shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this Contract.
21. In the event **CITY OF BARTLETT, TN** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **CITY OF BARTLETT, TN** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **CITY OF BARTLETT, TN** agrees to release the Consultant from any liability arising from such changes. In addition, **CITY OF BARTLETT, TN** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
22. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
23. This Contract represents the entire understanding between **CITY OF BARTLETT, TN** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
24. If in the event that an executed copy of this Contract is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

 Initials

 Date

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/14/25 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Treasurer's Report for November 2024.



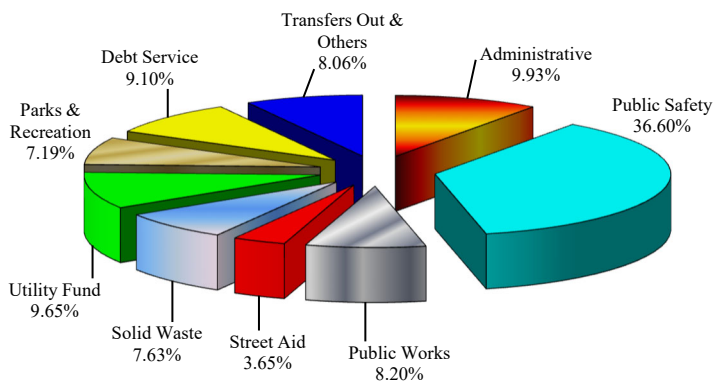
City of Bartlett

FINANCIAL REPORT

November 30, 2024

Total Expenditures, FY 2025 Budget: \$100,937,114

WHERE THE \$ GOES (Does not include School)

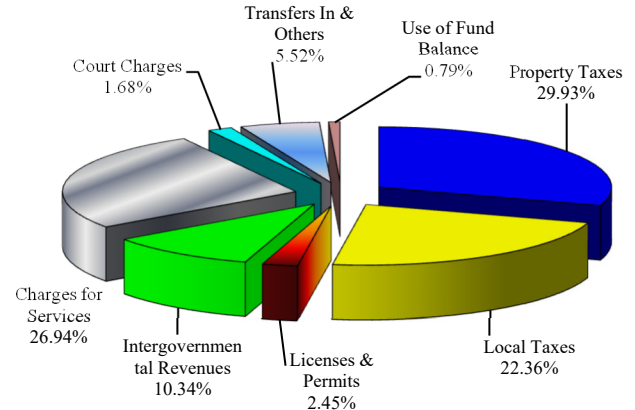


BUDGET HIGHLIGHTS

- June 30, 2024 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2024 year-end.
- Property tax bills were mailed in October and are due February 28.
- Delinquent 2023 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2025 Budget: \$100,937,114

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



FY 2025 YEAR-TO-DATE For The Period Ending November 30, 2024

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 8,929,661	\$ 3,684,161
Public Safety	36,477,170	15,376,050
Public Works	7,488,894	3,127,889
Parks and Recreation	6,269,135	2,712,016
Performing Arts	861,880	371,915
Transfers & Other Gen. Fund Items	5,046,519	2,346,019
Subtotal	\$ 65,073,258	\$ 27,618,050
General Fund Revenues		
Property Taxes	\$ 30,212,000	\$ 2,506,163
Local Taxes	17,700,000	4,608,093
Building and Development Fees	2,477,000	871,762
Intergovernmental	8,415,000	2,049,522
Charges for Services	3,371,870	1,432,728
Court Charges	1,437,000	722,656
Other Revenue	1,460,388	552,342
Subtotal	\$ 65,073,258	\$ 12,743,266
Special Rev. Funds - Expenditures	\$ 13,909,195	\$ 2,483,186
Special Rev. Funds - Revenues	\$ 13,909,195	\$ 4,122,011
Utility Expenses	\$ 13,345,921	\$ 3,656,326
Utility Revenues	\$ 13,345,921	\$ 5,779,883
Debt Service Expenditures	\$ 8,608,740	\$ 6,856,991
Debt Service Revenues	\$ 8,608,740	\$ 2,185,993
Total Expenditures	\$ 100,937,114	\$ 40,614,553
Total Revenues	\$ 100,937,114	\$ 24,831,152

Note: FY 2025 Adopted Budget includes use of fund balance in the General Fund, Special Revenue Funds, Utility Fund and the Debt Service Fund.

Attachment: Nov24FinRpt (3708 : Treasurer's Report for November 2024)



City of Bartlett -- Financial Summary

For The Period Ending For The Period Ending November 30, 2024



	FY 2024 Unaudited Actual	FY 2025 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2024	Year-to-Date Actual FY 2025	Increase/ Decrease in \$	Percent of FY 2024 Actual	Percent of FY 2025 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 7,853,574	\$ 8,929,661	\$ 1,076,087	\$ 3,147,063	\$ 3,684,161	\$ 537,098	40.07%	41.26%	1.19%
Public Safety	33,969,752	36,477,170	2,507,418	13,831,975	15,376,050	1,544,074	40.72%	42.15%	1.43%
Public Works	7,170,493	7,488,894	318,401	2,940,206	3,127,889	187,683	41.00%	41.77%	0.76%
Parks and Recreation	7,045,366	6,269,135	(776,231)	3,324,128	2,712,016	(612,112)	47.18%	43.26%	-3.92%
Performing Arts	862,087	861,880	(207)	358,540	371,915	13,375	41.59%	43.15%	1.56%
Transfers & Other Gen. Fund Items	6,835,242	5,046,519	(1,788,723)	6,353,665	2,346,019	(4,007,646)	92.95%	46.49%	-46.47%
Total General Fund Expenditures	\$ 63,736,513	\$ 65,073,258	\$ 1,336,746	\$ 29,955,578	\$ 27,618,050	\$ (2,337,528)	47.00%	42.44%	-4.56%
General Fund Revenues									
Property Taxes	\$ 29,420,768	\$ 30,212,000	\$ 791,232	\$ 2,904,148	\$ 2,506,163	\$ (397,985)	9.87%	8.30%	-1.58%
Local Taxes	17,532,028	17,700,000	167,972	4,283,617	4,608,093	324,475	24.43%	26.03%	1.60%
Building and Development Fees	2,672,237	2,477,000	(195,237)	1,121,551	871,762	(249,789)	41.97%	35.19%	-6.78%
Intergovernmental	8,300,946	8,415,000	114,054	1,965,723	2,049,522	83,799	23.68%	24.36%	0.67%
Charges for Services	4,301,747	3,371,870	(929,877)	1,919,177	1,432,728	(486,449)	44.61%	42.49%	-2.12%
Court Charges	1,357,313	1,437,000	79,687	640,848	722,656	81,807	47.21%	50.29%	3.07%
Other Revenue	1,306,563	1,460,388	153,825	247,187	552,342	305,155	18.92%	37.82%	18.90%
Total General Fund Revenues	\$ 64,891,601	\$ 65,073,258	\$ 181,658	\$ 13,082,252	\$ 12,743,266	\$ (338,986)	20.16%	19.58%	-0.58%
Special Revenue Funds									
Street Aid Fund	\$ 2,814,903	\$ 3,680,000	\$ 865,097	\$ 753,555	\$ 437,700	\$ (315,855)	26.77%	11.89%	-14.88%
Solid Waste Fund	7,878,391	7,758,377	(120,014)	3,061,340	2,976,113	(85,227)	38.86%	38.36%	-0.50%
General Improvement Fund	1,110,482	1,090,800	(19,682)	308,190	361,254	53,063	27.75%	33.12%	5.37%
Drug Enforcement Fund	184,004	334,500	150,496	116,409	100,928	(15,482)	63.26%	30.17%	-33.09%
DEA Enforcement Fund	18,726	134,994	116,268	803	17,144	16,341	4.29%	12.70%	8.41%
Drainage Control Fund	133,691	785,524	651,833	53,712	62,427	8,715	40.18%	7.95%	-32.23%
Park Improvement Fund	0	125,000	125,000	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	12,907	0	(12,907)	3,099	0	(3,099)	0.00%	0.00%	0.00%
Grant Funds	7,541,552	0	(7,541,552)	1,764,353	(1,472,379)	(3,236,733)	23.40%	0.00%	-23.40%
Special Revenue Funds - Expenditures	\$ 19,694,656	\$ 13,909,195	\$ (5,785,461)	\$ 6,061,461	\$ 2,483,186	\$ (3,578,275)	30.78%	17.85%	-12.92%
Special Revenue Funds - Revenues	\$ 17,542,819	\$ 13,909,195	\$ (3,633,624)	\$ 4,092,434	\$ 4,122,011	\$ 29,577	23.33%	29.64%	6.31%
Utility Fund									
Total Utility Operations	\$ 13,951,499	\$ 12,771,741	\$ (1,179,758)	\$ 3,509,618	\$ 3,281,475	\$ (228,143)	25.16%	25.69%	0.54%
Total Utility Debt Expenses	1,132,204	574,180	(558,024)	1,120,377	374,851	(745,525)	98.96%	65.28%	-33.67%
Total Utility Expenses	\$ 15,083,703	\$ 13,345,921	\$ (1,737,782)	\$ 4,629,994	\$ 3,656,326	\$ (973,668)	30.70%	27.40%	-3.30%
Total Utility Revenues	\$ 13,279,639	\$ 13,345,921	\$ 66,282	\$ 5,449,692	\$ 5,779,883	\$ 330,191	41.04%	43.31%	2.27%
Debt Service Fund									
Total Debt Service Expenditures	\$ 11,802,966	\$ 8,608,740	\$ (3,194,226)	\$ 7,414,506	\$ 6,856,991	\$ (557,515)	62.82%	79.65%	16.83%
Total Debt Service Revenues	\$ 9,526,476	\$ 8,608,740	\$ (917,736)	\$ 2,089,102	\$ 2,185,993	\$ 96,891	21.93%	25.39%	3.46%
Total Expenditures	\$ 110,317,838	\$ 100,937,114	\$ (9,380,724)	\$ 48,061,540	\$ 40,614,553	\$ (7,446,987)	43.57%	40.24%	-3.33%
Total Revenues	\$ 105,240,535	\$ 100,937,114	\$ (4,303,421)	\$ 24,713,480	\$ 24,831,152	\$ 117,672	23.48%	24.60%	1.12%

Attachment: Nov24FinRprt (3708 : Treasurer's Report for November 2024)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 01/14/25 06:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Penny Medlock
Department Head: David Parsons

Appoint Vice Mayor.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3703)

Meeting: 01/14/25 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3703

Set a public hearing for February 11, 2025 for Resolution 01-25, a resolution approving a Special Use Permit to allow a Church Use to be located at the east side of Broadway Road on Parcel B0149 00261, just north of the Ellendale Five-Way Intersection, within the “R-E” Residential Estate Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Church Use to be located at the east side of Broadway Road on Parcel B0149 00261, just north of the Ellendale Five-Way Intersection, within the “R-E” Residential Estate Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “R-E” Residential Estate Zoning District to allow a Church Use.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Church Use to be located at the east side of Broadway Road on Parcel B0149 00261, just north of the Ellendale Five-Way Intersection, on Monday, December 2, 2024, in accordance with their regulations and denied the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 11th day of February, 2025, and approved the Special Use Permit to allow a Church Use to be located at the east side of Broadway Road on Parcel B0149 00261, just north of the Ellendale Five-Way Intersection, subject to the following conditions:

Engineering Conditions:

General:

1. A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org <<mailto:dhubbard@cityofbartlett.org>> and ecampbell@cityofbartlett.org <<mailto:ecampbell@cityofbartlett.org>> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A water line extension may be required to bore under railroad to meet commercial fire flow

4. A SWPPP and a TDEC permit may be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
5. All new utilities shall be underground.
6. Detentions will be required.

Conceptual Site Plan:

7. The Fletcher creek pump station will need to be removed and sewer extended under railroad.
8. A traffic study will be required to assess the impact of traffic on the surrounding areas
9. Road widening may be required on Broadway Rd.
10. A sprinkler system will be required if the building is over 5,000 sqft.
11. The following plans will be required: landscaping, drainage, sewer, and water.
12. The driveway to Broadway may need to be shifted north to allow for adequate sight distance and vehicle stacking.
13. Additional 50' Railroad charter right of way easement shall be added along the 100' CSX railroad ROW.
14. Additional ROW dedication should be shown clearly and called out as "Dedicated to the City." The dedication required is 34' from the centerline of the roadway.

Traffic Study Analysis:

The Traffic Study was conducted by Martin Lipinski over a one-week period in March 2024. The study included the Level of Service (LOS) of the five-way intersection for 1) the existing conditions, 2) the initial stage of construction (2025) of a 5,000 SF building with approximately 15-25 vehicular trip generations, and 3) the complete buildout (2028) of a 15,000 SF building with approximately 30-52 vehicular trip generations. The proposed site will have a single driveway onto Broadway and will consist of meeting rooms and worship space. The following observations were made:

- When traffic is heavy at the Five-Way intersection, it is usually only heavy on one or two approaches at a time, so the intersection flow is pretty stable and longer queues dissipate quickly.
- Crash history analysis revealed no major concerns.
- Traffic volumes do not warrant signalization nor grade separation.
- No additional mitigation measures are warranted.
- Background traffic assumed to grow at 2% per year
- LOS for several approaches to the Five-Way declined during the study period because of 2% growth rate of background traffic. However, none of the vehicular approaches declined further as a direct result of the Mosque Site Development.

Planning Conditions:

1. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

2. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
3. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission.
4. The applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission for all future building additions and parking lot expansions with a revised traffic study for each site plan request.
5. The applicant would need to revise the Special Use Permit and traffic study to add any other SUP permitted nonresidential uses such as a school use or other future ancillary uses.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Church Use to be located at the east side of Broadway Road on Parcel B0149 00261, just north of the Ellendale Five-Way Intersection, incorporating the above listed conditions, is approved.

ADOPTED THIS 11th DAY OF FEBRUARY, 2025.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

NEW BUSINESS**Public Hearing****Special Use Permit****1. Church Use, 0 Broadway Road (David Bray, The Bray Firm)**

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. David Bray with The Bray Firm, on behalf of Badrul Hossain with the Bartlett Muslim Society, who is requesting Planning Commission approval of a favorable recommendation of a Special Use Permit (SUP) to allow for a church use to be located on the east side of Broadway Road on Parcel B0149 00261 which is located just north of the Ellendale 5-way intersection. The subject property is located within the "R-E" Residential Estate Zoning District.

BACKGROUND: The Bartlett Muslim Society is a 20 family congregation. Currently, worship services are held in the Bartlett Square Office Building located at 4210 Altruria Road. Article V, Chart 1 of the Bartlett Zoning Ordinance permits the church use in the "R-E" Residential Estate Zoning District with the granting of a Special Use Permit by the Board of Mayor and Aldermen. Surrounding uses include: residential single family homes with "R-E" zoning to the north, post office facility with "C-G" General Business zoning to the south, youth behavioral treatment facility with "R-E" zoning to the east, and residential single family homes with "RS-12" zoning to the west.

DISCUSSION: The applicant's request for the SUP includes a conceptual outline plan for the future development of the property. The property is an 8.244-acre site that will potentially contain the following: a 5,000 square foot building that may be expanded to 15,000 square feet, a parking lot with 165 parking spaces, and driveway access off Broadway Road. Should the Planning Commission provide a positive recommendation to the Board of Mayor and Aldermen, and the SUP is granted, the applicant would be required to return to the Planning Commission for site plan approval.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:**General:**

1. A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing files** showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A water line extension may be required to bore under railroad to meet commercial fire flow
4. A SWPPP and a TDEC permit may be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
5. All new utilities shall be underground.
6. Detentions will be required.
7. Conceptual Site Plan:
8. The Fletcher creek pump station will need to be removed and sewer extended under railroad.
9. A traffic study will be required to assess the impact of traffic on the surrounding areas
10. Road widening may be required on Broadway Rd.
11. A sprinkler system will be required if the building is over 5,000 square feet.
12. The following plans will be required: landscaping, drainage, sewer, and water.
13. The driveway to Broadway may need to be shifted north to allow for adequate sight distance and vehicle stacking.
14. Additional 50' Railroad charter right of way easement shall be added along the 100' CSX railroad ROW.
15. Additional ROW dedication should be shown clearly and called out as "Dedicated to the City." The dedication required is 34' from the centerline of the roadway.

Planning Conditions:

1. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

2. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
3. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission.

Chairman John Conroy called for questions for Director Taylor from the Planning Commission (PC).

David Hunt asked if there are any infrastructure issues with the subject property.

Director Taylor stated that infrastructure is covered in the Engineering Conditions in the staff report.

Vice Chairman Curtis Sigler asked if the 5-way stop will be a part of the traffic study.

Director Taylor stated that she believes it would be, since traffic could go toward that direction.

David Bray, 2950 Stage Plaza North, stepped forward.

Mr. Bray stated that they are in agreement with comments and conditions in the staff report. He noted that this application contains a conceptual plan. There are still a lot of details to work through as they move through the development process. A traffic impact analysis has been provided, but they will do a more detailed traffic study as well as the project moves forward.

Badrul Hossain, 1078 Woodland Glen Drive, Cordova, TN, stepped forward.

Mr. Hossain stated that he is the Board President of the Bartlett Muslim Society. It is a non-profit organization. They are currently congregating in a shopping center located at 4210 Altruria Road, but their community is growing. It is primarily comprised of businesspeople who are interpreters. More people from their community are loving Bartlett due to the security and safety. Currently, there are approximately 100 hundred families of Bangladeshi origin who live and work in Bartlett. They do not have a place to worship right now. The location on Altruria Road is not large enough to allow any activities at all. This will not work in the long term for the children of this community. The Bartlett Muslim Society has

the community impact of a facility like this in mind. The traffic issue is of course a concern, but the first prayer is before dawn (sunrise). The major prayer that they congregate for is the night prayer, which is at approximately 8:00 to 9:00 p.m. Those two prayers will not affect the traffic congestion in the area due to their timing. There will also be plenty of parking. The Bartlett Muslim Society is willing and eager to comply with any recommendations from the PC and any local regulations. They want to have a positive impact in the community of Bartlett and to be an integral part of Bartlett.

Alderman Jack Young asked for clarification about the prayer service times.

Mr. Hossain stated that Islam requires prayer 5 times per day. The highly recommended congregation prayers are the pre-dawn (early morning) prayer and the late-night prayer. The early-morning prayer has to finish before sunrise. By the time those at early-morning prayer return back home, the sun has still not yet risen. The late-night prayer comes at 7:00 p.m. in the winter and can come as late as 9:30 p.m. in the summer. Neither of these congregation prayers are large gatherings. They are primarily attended by very devout people. The only time there will be an expected larger congregation is during the month of Ramadan, but that will be after sunset each night. Prayers do not include any music, instrument, or loudspeaker use. The hope is that these currently disjointed families can have a place to gather that will have a positive impact on their children.

Alderman Young asked if the facility would only ever be used during the early-morning and after sunset.

Mr. Hossain stated that it will be used that way during the weekdays because members have work. Maybe 2 or 3 people will gather and pray during daytime, but it is a work day so most will be at work. Over the weekend, it will be used more frequently for things like small gatherings and potlucks.

Mr. Hunt asked when the applicant plans on installing a school facility there.

Mr. Hossain stated that there is no plan to install a school. There is already a nearby Islamic private school, Pleasant View School. It is a large school with enrollment at around 600. Parents who decide to put their children in an Islamic school send them to Pleasant View School, but the majority of children attend the local public schools.

Mr. Hossain stated that the main goal of this proposed facility is to allow families of the Muslim faith to get together. Their biggest concern is losing their children with all the new technology in the world. The prayer facility would help children to keep in touch with their faith and culture, and to be more family-oriented.

Mr. Hunt asked how Memphis's sewer moratorium on areas of Bartlett in the Fletcher Creek drainage basin figures in to these plans.

Engineering Director John Horne stated that currently, this site is served by a pump station on Broadway Road that does lead to Fletcher Creek; however, any time a development is made on a piece of property in the City of Bartlett, the City requires sewer to be extended upstream. The black line shown in across the middle of the property on the conceptual drawing is actually a sewer line. It is very close to where the pump station is. The developer would be required to move that pump station and sewer it under the railroad tracks via bore. At that point, the sewer would be going to our North Basin, not into Fletcher Creek. So, with that engineering condition, this site would not be sewer serviced into the Fletcher Creek drainage basin; it would be going into our North Basin. The developer would be responsible for moving that sewer lift station, running a sewer line, and boring it under the railroad tracks to where it connects to the North Basin.

Jay Caughman stated that the property tends to pool with water around periods of heavy rain. How will that be alleviated to ensure that water does not flow to adjacent properties?

Mr. Bray stated that the plan is very much at the conceptual level so far. The suspected problem is that the pipe under the railroad is too small. The detention basin may end up having to be bigger than what is shown on the conceptual plan. There is plenty of room to expand it if necessary. The size will depend on the amount of inflow onto the property, but it will likely be around 70% larger than what is shown currently. There will still be ample parking and green space on the subject property either way.

Mr. Caughman asked if any other properties in the immediate area have been granted SUPs.

Director Taylor stated that this is the first SUP she is aware of.

Paul Kaiser asked if the water itself would be moved across the railroad tracks.

Mr. Bray stated that the pipe goes underneath the railroad tracks. He suspects that the drain pipe currently under the railroad track is too small for the level of development happening.

Mr. Kaiser asked if the basin will be large enough to hold that amount of water.

Mr. Bray stated that the detention basin being built would alleviate that concern. The detention basin will likely be bigger than the conceptual plan on tonight's application shows in order to be able to store the water. They can go off of the rate of flow that the current pipe can handle. Anything above the amount of water the pipe can handle is how the size of the detention basin is calculated. The pipe under the railroad is owned by the railroad. The detention basin will be owned by the applicant.

Mr. Caughman asked how the amount of parking shown in the conceptual plan was determined. It seems like a lot of parking.

Mr. Bray stated that the public roads by the subject property cannot handle any street parking, so they have to create enough parking to ensure that there is parking for the largest events the facility might have. That number may go down some; this is only a conceptual plan.

Mr. Caughman asked if the building footprint will change.

Mr. Bray stated that the building footprint will likely remain in the same place, but not change significantly. There are no architectural plans yet. If the SUP goes from the PC to the Board of Mayor and Aldermen and is approved, architectural and engineering plans would then be submitted. At that stage, civil engineering plans would be firmed up via the submission of a Site Plan application to the PC. Architectural plans would be firmed up via Site Plan application to the Design Review Commission.

Mr. Caughman noted that there is only one ingress/egress for such a large parking lot. The traffic study will help answer a lot of these questions.

Mr. Hossain stated that currently, there are no plans to host large events such as weddings at this location. There are larger facilities already in existence that were built to accommodate large gatherings. It is better to overbuild parking and have some empty parking spaces than to have people parking on the streets.

Vice Chairman Sigler stated that it would be good to add a second driveway, and to go ahead and build a sprinkler system regardless of the size the building ends up being.

Mr. Hossain stated that these are both excellent suggestions and he is happy to add them.

Alderman Young stated that the 5-way intersection near the subject property is the worst intersection in Bartlett. He is not in favor of any place of worship with a 165-car parking lot being built there.

Chairman Conroy stated the rules of the public hearing. Each side, 'for' and 'against', will get 20 minutes per side. Each individual speaker will have 3 minutes to speak. Speakers must be property owners in or citizens of Bartlett.

The Planning Department received 6 letters of opposition regarding the proposed church use.

Barry & Linda Coker, 4250 Broadway Road:

Against.

Charles & Ann Goforth, 4238 Broadway Road:

Dear Kim;

This letter has been written in response to your Public Notice concerning a public hearing for a Special Use Permit of a Church for the property on the east side of Broadway Road, north of the railroad. My wife Ann and I oppose the issuance of this permit for the reasons outlined in this letter and supporting documentation. Our opposition is based on the fact that the physical conditions that impact this property and the surrounding area make the property unsuitable for any use other than the residential estate zoning that currently exists.

The Bartlett Zoning Ordinance permits the approval of a church as a special use permit in the R-E district; however, it is the responsibility of the applicant to provide; "...evidence at the hearing on such special permit, which evidence must establish that satisfactory provision and arrangement has been made concerning the following items..."

The ordinance lists 9 separate items that must be addressed and the application does not address any of these items. Some items such as signs and screening can be addressed with the site plan application, but several must be considered and addressed prior to any approval of the proposed special use. The known traffic issues, availability of utilities, storm drainage, and compatibility with adjacent properties specifically must be addressed prior to consideration of this proposed special use.

I have prepared enclosed Attachment A which addresses four of the nine items listed in the ordinance. Please review this information, which is based on my 50 years of experience in City Planning (15 years as the City Planner of Bartlett), and 37 years of living on Broadway Road and my familiarity with the area.

It is our recommendation that this proposal be recommended for rejection based on the potential traffic impacts and utility issues. If you choose to consider this proposal it should be continued until the following information is provided by the applicant for proper review of the proposal:

1. A professional traffic impact study by a registered Traffic Engineer.
2. A detailed plan for the provision of water and sewer to the site.
3. A plan for properly handling the stormwater.
4. Conceptual building plans demonstrating compatibility with the surrounding uses.

Thank you for reviewing this information and the opportunity to submit our comments. We will be in attendance at the meeting and plan to speak in opposition to the proposed special use of a church.

(Information Provided by Charlie Goforth)

ATTACHMENT A— Churches in Bartlett are permitted in residential zoning districts only with approval of a Special Use Permit. The property shown below is owned by the Bartlett Muslim Society, contains 8.6 acres and is Zoned R-E Residential Estate. This zoning permits lots with a minimum of 1 acre and would permit a maximum of 8 residential lots. However, there is a moratorium in Bartlett and no new connections to the sewer system have been permitted in this area. The Bartlett Zoning Ordinance requires specific standards to be met prior to approval of a Special Use Permit. These standards from the Zoning Ordinance follow below.

The Bartlett Zoning Ordinance requires specific standards to be met prior to approval of a Special Use Permit. These standards from the Zoning Ordinance follow below.

- (a) Ingress and egress to property and proposed structures thereon (a)
Ingress and egress to property and proposed structures thereon
- (b) Off-street parking and loading areas where required, with particular attention to the items in (a) above and the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district.
- (c) Refuse and service areas, with particular reference to the items in (a) and (b) above.
- (d) Utilities, with reference to locations, availability and compatibility.
- (e) Screening and buffering with reference to type, dimensions and character.
- (f) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
- (g) Required yards and other open space.
- (h) General compatibility with adjacent properties and other properties in the district.
- (i) Other items considered relevant to the proposed special uses.

It is my opinion based on over 50 years in the City Planning profession that the proposal cannot meet standards (a), (d) and (h) and the application for a Special Permit for a Church should be denied.

ITEM (a) INGRESS AND EGRESS— The property is currently zoned Residential Estate or one acre lots and contains 8.6 acres. Based on the current zoning, the maximum number of lots that could be located on the property is eight. Assuming two cars per house, this would provide for 16 vehicles, but the proposed project is providing for 165 parking spaces or ten times what could be accommodated if used for housing.

The only access to the property is by a rural two lane roadway and it is just north of a five way intersection with a railroad running through the middle of the intersection. This intersection is a constant traffic problem and is already burdened by the traffic to and from the Ninth Grade Academy on Shadowlawn where all 9th grade students in Bartlett attend. Traffic backs up in the morning around 7:00 AM and in the afternoon around 2:00. The southbound traffic often backs up from the intersection over 1800' or approximately 1/3 of a mile in the afternoons even with no train blocking the tracks. Here are some photos of this situation at my house on 1/3/2023.

It is very difficult to get out of driveways on Broadway during the daily traffic back-ups. Frequently, package delivery trucks and garbage and trash trucks block one lane of traffic on Broadway.

The five way intersection and railroad crossing has long been a major traffic issue and traffic has increased substantially as residential development to the north has increased and now generates almost 7,000 vehicles per day based on State counts (6,898).

There are no reasonable solutions to the existing traffic issues on Broadway and any development on this site other than for single family estate lots would be a mistake and further impact the area residents and Academy students and parents.

THIS APPLICATION SHOULD BE REJECTED BUT IN NO CASE SHOULD IT BE CONSIDERED UNTIL A TRAFFIC IMPACT STUDY IS SUBMITTED BY THE APPLICANT FROM A TRAFFIC ENGINEER ACCEPTABLE TO THE CITY.

ITEM (d) UTILITIES: SEWER— With the moratorium on new connections to the sewer system, owners have been limited to having private septic systems in this area before they can build a single house. The property directly north of the proposed site has been denied sewer access.

How would it be possible to have a septic system to serve this property? The ground at this site would not be acceptable for a septic

system due to the wet conditions and standing water on the site. The current sewer pump at this location is constantly under repair, it clearly was not designed for more intensive uses than large lot residential.

WATER— The water system on Broadway is old and undersized for anything but rural residential, substantial upgrades to the system would be required for the proposed use.

STORM DRAINAGE— There is no underground storm sewers in this area, it is all surface drainage. A major drainage way runs across the property. Properties to the north and west drain to this property and across the site to the railroad where it goes under the railroad in a pipe. My personal experience is that the drain pipes under the railroad are of insufficient size to handle the water flow. This photo below demonstrates the condition experienced this year when almost the entire property was under water. The proposed parking area is in the area covered by water in the photo.

THIS SPECIAL USE SHOULD NOT BE CONSIDERED UNTIL ALL THE UTILITY ISSUES HAVE BEEN ADDRESSED.

ITEM (H) GENERAL COMPATIBILITY WITH SURROUNDING PROPERTIES— This is also a major issue with large structures being out of character with the surrounding area. All of the Churches in this area and Youth

Villages were established in the County prior to annexation by Bartlett, so this was not a consideration in their location. Large non-residential structures with massive parking lots are not compatible with the rural development in this area.

In addition, hundreds of trees have already been cut down on this property and most could have been retained under any reasonable development. This has caused additional drainage runoff that further impacts the development of the property. Natural large trees and other screens have been removed.

THIS SPECIAL USE SHOULD NOT BE CONSIDERED UNTIL PLANS ARE
SUBMITTED DEMONSTRATION THE COMPATIBILITY OF THE PROPOSED USE.

Justin Dove, 4220 Broadway Road:

To Whom It May Concern,

I am officially writing this letter notifying the City of Bartlett my opinion on the upcoming Special Use permit regarding parcel B014900261 (David Bray / Badrul Hossain). If I wasn't traveling for business, I would be at the public hearing on 10/2/2023. Below are the reasons my family and I are against approving a special use permit for Parcel number B014900261.

Traffic Congestion— As you are aware, the five-way stop sign is notorious for causing confusion and daily traffic delays. Due to the

complexity of the five-way stop, Bartlett Academy hours, train schedule, and rush-hour, Broadway can't handle any additional influx of traffic. I have attached images that show traffic back up at various times throughout the year.

I believe the City of Bartlett should demand a complete traffic survey (at owners' expense) that monitors traffic patterns for an extended period of time. Bartlett should also require a study to determine if the special use permit development will alter the already congested intersection. If the study determines traffic will be altered, the special use permit should be denied or the applicant should be required to install a light or other traffic solution at their cost.

Infrastructure— MLGW - Since building our house in 2021, we have experienced frequent brownouts and power outages. It's common that we experience at least one (1) brownout weekly. Until MLGW significantly invests in our infrastructure, approving such a large project is an injustice to the surrounding neighbors.

Sewer— When I was going through the special use permit process, I was informed that our sewer system can't handle any additional hookups unless a sewer tap already exists. Regardless if there is a sewer tap installed, this property was not intended to support the sewage that a facility of this type would generate.

Drainage and Flooding— Unlike other parts of Bartlett, our area does not feature a city drainage system. The surrounding properties rely on natural drainage -All of which travels through this parcel. In order to have an adequate building site, this project would require significant elevation changes. Changing the elevation would negatively affect the surrounding neighbors and potentially cause flooding. I have attached images that show flooding on this property during recent storms (2023).

Benefits for the Citizens of Bartlett— This development doesn't offer any upside for the City of Bartlett. According to the Shelby County Register of Deeds, this property should feature five (5) single-family homes. If used for its intended use, this property should generate healthy property tax for the City. The Special Use permit that has been applied for will not generate the tax revenue that it was designed for-providing no benefits to the citizens of Bartlett.

In conclusion, my family and I are against the Special Use permit for parcel number B014900261. In 2020, we decided to relocate back to Bartlett and chose this specific location based on its non-commercialized feel. We hope that the City votes against the Special Use permit and to keep the integrity of our neighborhood as it was originally designed. Any approvals outside of residential housing will create the above issues for the entire R-E district.

Dell & Carol Livingston, 4210 Broadway Road:

Ms. Taylor,

We are writing to share our concerns regarding allowing a special use permit for a commercial development for the property referenced above. Our family resides at 4210 Broadway Road and we have been residents of the neighborhood for 18 years.

As you are aware, the R-E District was established for Residential Homes on large lots and the intent is to preserve and protect the low density, open space character of the area as stated in the Zoning Ordinance of the City of Bartlett.

We are against this Special Use Permit request for the following reasons:

1. **Negative Traffic Impact:** Broadway Road is a narrow, 2 lane road with no shoulder or sidewalk. The entrance to the site will be off Broadway Road, just north of the 5-way intersection that regularly creates traffic congestion. This is exacerbated by the existing railway that motorists must also navigate. This commercial development proposes a gated entrance which could pose further traffic issues if the gates are closed, causing traffic to back up upon entering the property. There have been many times when traffic has extended beyond our driveway which is approximately .25 miles north of the intersection. Our concern

is that adding 165 vehicles onto this small residential road will negatively impact the health and safety of our residents. Increased traffic could push frustrated drivers onto side streets (Louella and Fonta, for example) where children play and can create lines of traffic that could block residents and emergency vehicles from getting in and out of driveways.

2. **Negative Neighborhood Integrity Impact:** This property has a history of flooding during periods of heavy rain and especially after the majority of the property was “clear cut” (see attached photos.) Drainage will be further negatively impacted by run-off from a 15,000 sf roof area and over an acre of impervious parking lot surface from the proposed development. This will have significant impact on adjacent properties, potentially causing flooding or other undesirable outcomes for landowners and the natural wildlife that our neighborhood enjoys. There is additional concern that this property has not been maintained since its original clearing and has been allowed to grow out of control which causes increased health, sanitation and safety issues for residents and their homes. (see attached photos.)
3. **Long term construction impact:** Allowing 3 separate phases for this development as indicated in the proposed site plan seems to create

an ongoing construction zone for the unforeseeable future for our neighborhood.

We purchased and improved our property because we enjoy the space and rural feeling that the Zoning Ordinance allows and feel that the proposed commercial development would significantly diminish the preservation of the open space character of the neighborhood and surrounding area. And we respectfully request that this special use permit be denied.

Randy & Tammy Baldock, 7218 Centralia Road:

In reference to the notice of public hearing that was mailed to our house recently, first and foremost, my wife and I are opposed to the approval of a special use permit for a church use. The reason for being against the special use permit is due to our concern of this action causing our (and others in this area) property value to decrease. We have lived in this area for 20+ years, and are counting on the value of our residence to assist us in retirement, if and when needed. Following are some questions and concerns we have. I plan to attend the meeting on Monday, October 2.

1. Is the Special Use Permit ("Permit") being requested a temporary or permanent permit?

- a. If temporary, what is the duration of the permit? Once the permit is lapsed, can another permit be requested? If yes, are nearby residents notified, similar to this notification? Is there anything that would allow the temporary to become permanent?
 - b. If permanent, is there an opportunity for homeowners or others in this city to request the permit to be rescinded, at a future date?
2. I will assume the property owner has already drafted plans for "improving" the property. Can homeowners in the area be allowed to know what the planned "improvements" are?
3. If approved, what does the Permit allow the owners or users of the property to do?
4. If approved, can the owners or users use speakers that will have the opportunity to create loud noise throughout the neighborhood at any time of day or night, weekdays and/or weekends?
5. If approved, will the owners be able to build whatever buildings they so choose to build? Same question as it relates to parking lots and related items on the property.
6. If approved, will the City of Bartlett consider installing a stop light or stop signs at the entrance?
7. As a novice to use permits, is it normal to allow non-residential use for residential zoned property? If this tract was zoned for residential, there must have been a reason to do so.

8. What are the benefits to homeowners in that area to allow this allowance of a special use permit?

Shelia & David Braden, PO Box 115, Ellendale, TN 38029:

We are AGAINST allowing a special use permit for a church use to be located on Broadway Road (Parcel B014900261).

The public hearing opened at 7:30 p.m.

Chairman Conroy called for anyone wishing to speak in favor to step forward.

Brittany Whitehead, 2731 Bragg Lane, stepped forward.

Ms. Whitehead stated that she is a veteran who spent 10½ years in the Army. Her service included a deployment to the Middle East, which included time in Iraq, Jordan, Kuwait, and Syria. At no point did she have to travel as far as the Bartlett Muslim Society has to travel to practice her own Christian faith. She would find it deeply disappointing to come home to the United States of America and see a municipality stop her fellow American citizens from being able to act in the free exercise of their religious faith. One year ago, she would not have been able to attend tonight's meeting because she was deployed. It would be heartbreaking to hear an unfavorable recommendation.

Ms. Whitehead noted that her home mortgage rate is below 3%, and her property taxes are one quarter (25%) of her mortgage. She advised the PC to look across the state line at the town of Horn Lake, Mississippi, and consider the amount of money they had to spend defending a case they were always going to lose [in which they denied permission to build a mosque]. The traffic generated by St. Ann's Catholic Church & School every morning is significant, and traffic will always be an issue. The exercise of free religious belief is integral to the United States of America and the oath that Ms. Whitehead swore to uphold and defend.

Mohammad Ullah, 4115 Course View Cove, stepped forward:

Mr. Ullah noted the concerns expressed by the PC regarding the potential size of the parking lot. Right now, they are meeting at 4210 Altruria Road, inside a

shopping center space. There are at most 6 or 7 cars coming during the evening prayer right now, and approximately 3 cars coming in the morning. The early-morning and late-night (or evening) prayers comprise the two main congregations. They did not expect parking to be an issue, but the engineers working on the project advised that it is better to have a lot of parking in case of future need. There may be as many as 10 to 15 cars coming to evening prayers [at a larger facility].

Mr. Ullah reminded the PC that what has been submitted is only a conceptual plan. There are not actually that many cars that will be parking at the facility. He asked the PC to consider the feelings of the members of the Bartlett Muslim Society. They need a place to pray, worship, and work in the community together that will bring peace of mind. They want to be good neighbors and ask for a favorable recommendation to the Board of Mayor and Aldermen.

Chairman Conroy called for anyone wishing to speak in against approval of a favorable recommendation to the Board of Mayor and Aldermen to step forward.

Charles Goforth, 4238 Broadway Road, stepped forward.

Mr. Goforth repeated the letter he submitted prior to tonight's meeting (can be viewed above under 'Charles & Ann Goforth, 4238 Broadway Road'). He stated that he has lived at his address since 1987. He is against any change to the 5-way stop that will intensify the amount of traffic. The increase in cars will cause an increase in traffic. The road is a two-lane roadway. The garbage truck stops on the street. On school mornings, traffic from the Bartlett Ninth Grade Academy backs up to his house.

Carrie Bristow, 4117 Broadway Road, stepped forward.

Ms. Bristow stated that traffic is the heaviest before the sun comes up. She is prevented from leaving her driveway at this time of day. When pulling out of her driveway, she cannot see people coming from the direction of the Bartlett Ninth Grade Academy. She has been hit while pulling into her driveway due to the traffic congestion at the 5-way stop. There are many dead animals in front of her home due to the trees being torn down. The subject property experiences significant flooding, which then flows into her own yard. She believes it is impossible to convert the subject property into anything that is not under water at least half of the year.

Ronnie Awtrey, 4375 Broadway Road, stepped forward.

Mr. Awtrey agreed with Alderman Young's opinion that the 5-way stop area is the worst possible place in the City to put anything. The train comes through the 5-way stop multiple times per day. No matter what the applicant says, churches always grow. 5 years from now the congregation size of the church could double.

Jeff Jenson, 4707 Buckhead Circle, stepped forward.

Mr. Jenson stated that he lives at the back of the Shadowlawn neighborhood near the 5-way stop. He drives through the 5-way stop every single day to get his daughters to school and then again to work. The intersection is already chaos. Traffic is already backing up when it is still dark outside, before the sun rises. The sun rose this morning at 6:55 a.m. There will be a huge impact on morning traffic and probably in the afternoon as well.

Mr. Jenson stated that anyone attempting to make this a religious issue is being patently dishonest. Residents who live near the subject property and deal with the traffic patterns know this [opposition] is specifically about the traffic. Anything other than one single family home on the subject property brings too much traffic. He asserted that clearly the goal of the church is to grow to fill the parking lot, or else they would not plan so many parking spaces. There is a better location than the subject property for this facility.

Alan Campbell, 7230 Periwinkle Cove, stepped forward.

Mr. Campbell stated that he completely respects the things that those speaking in favor of the SUP and religious freedom. St. Ann's has traffic congestion, but there are 6 lanes of traffic, versus the 7-way stop near this subject property. You could not find a worse location than this one. The property should have never been bought in the first place knowing that it is in residential zoning.

Mr. Campbell expressed concern that people on golf carts, people walking dogs, and children riding bicycles in the street will be impacted further by an increase in traffic near the 5-way. People already cut through his street to avoid the 5-way stop. The church use will not be beneficial or enhance the community in any way.

Leslie Lord, 7387 Memphis Arlington Road, stepped forward:

I live just a few houses down from the proposed build... I just wanted to share with you guys that my grandparents built my house in 1964. My mother was raised there. I was raised there. My husband and I have since purchased it. We didn't inherit it, we chose to live there. We love our house, we love being outside; and a commercial build will just completely change the feel of the area...the traffic in the morning and all of that stuff. So I just urge you to decline the permit. Thank you.

Jonathan Lord, 7387 Memphis-Arlington Road stepped forward:

Mr. Hossain, I hope you get a mosque somewhere. I hope you are a great member of our community. This isn't about this. This is about, "What does it mean when you start to change zoning?" What does it mean that for 200 years Bartlett has been a residential community with rules, with rules we don't bend at just a whim? The first reason you can't change this...you can't issue this permit... is because of the intersection. Mr. Hossain said it's not a traffic issue. We know it is. It's out my front porch. It affects my everyday life. Mr. Hossain, if he stood out there for 10 minutes, would see near misses again and again. He'd see car wrecks again and again. It reminds me of a Hot Wheels track that my nephew has where the cars are supposed to crash into each other; but even those have 2 tracks, not 5...and they don't have a railroad on top of it! You're asking for disaster. We all know that today. He hasn't seen the thousands of people every morning.

If he would have said, "Hey, the middle of the day is when we'll be there", we might have been like, "Okay, yeah"; but the morning and night? That is the worst times of day. Since they have cleared out the land, I have been flooded with pests. I know that sounds crazy, but because we're gonna move the swamp, the naturally occurring area, we are gonna see a spike in that. The deer... just this morning... I had a herd of deer in my front yard. I love that. If we build a parking lot there, that's not gonna happen. The second reason we can't issue this is, when you buy a home in Bartlett, you expect to have neighbors, not a parking lot next door. My family were directly impacted by a permit being issued, a residence being changed for a parking lot. Can I tell you that now we can't use half of our house? If you go home tonight and a car pulls in to your driveway at 2:00 a.m., it's gonna wake you up. You're gonna wonder what in the world is happening. I have parking lot that aims at my house, and dozens of cars every day now shine their headlights into my home. I've had to build new fencing. I've had to move bedrooms. I've had to lose all my privacy. I can't sit in my backyard anymore, because a permit was changed.

These are the things Mr. Bray's not gonna tell you, and the truth is, Mr. Bray and his company have made their careers and probably built their house off getting councils like this to change the rules, to bend a little bit more. We all know the story, if you give a mouse a cookie, he'll want a

glass of milk. If you give their associates this moment, let me tell you, there are a lot of mice waiting for a cookie nearby. Who wouldn't want to build something right there, where so many cars are?! Who wouldn't want to put another convenience store, another smoke shop in?! I don't need that. I need neighbors. I need people that are gonna want to build me up, that are gonna want to do life with me! Please, please don't open the gateway... This is such an artery to Bartlett. That's why there is traffic there, because this is literally where the blood of our town pumps through, where the busses unload every morning. I beg you, consider not just the impact it would have on traffic, but the impact on each and every neighbor. Thank you.

Dell Livingston, 4210 Broadway Road, stepped forward.

Mr. Livingston read the same letter he submitted prior to the meeting date (can be viewed above under, "Dell & Carol Livingston, 4210 Broadway Road"). He pointed out the issues the subject property has with flooding currently. He expressed concerns about property maintenance and protecting wildlife.

Harry Wilson, 7285 Louella Avenue, stepped forward.

Mr. Wilson stated that when traffic backs up at the 5-way stop, Louella Avenue and Fonta Road become like freeway. Those roads are not striped to separate traffic directions, so it forces drivers into people's yards, including his own. In winter time, this is especially problematic because it damages lawns. He is strictly opposed to this SUP if it will add to the already problematic traffic in the area.

Randall Cole, 5998 Hickory Grove Lane, stepped forward:

I don't know Mr. Hossain, any members of his church. I don't know the lady that wants to express her religious freedom. But I do know one thing: I like these words up here, "In God We Trust", and Mr. Young, you pray to that God right there. Mr. Young, Muslims do not believe in God. They believe in Allah as their God. They do not believe in Jesus who you pray... I want to say one thing. Read the Ten Commandments. Read the first two commandments, that's all I ask.

At this time, Mandy Young and Chairman Conroy interjected and told Mr. Cole to sit down.

Mr. Cole stated that his time is not up, and to read the first two of the Ten Commandments.

Robbie Jordan, 4669 Narcissus Drive, stepped forward:

First of all, ladies and gentlemen, thank you for your community service to our great city. I take this intersection alot. I'm no traffic engineer, I'm no drainage engineer, I'm no electrical engineer, but I trust you guys with buildings in this city. But I could not...I'm a member, I'm a deacon at Bartlett Hills Baptist Church, and I could not go home tonight and go to sleep...and I can't hear good so I don't know who has mentioned what so far, but I could not go to bed tonight and not step up here and mention that I stand for almighty God, and for what he stood for us. And I don't think we need no more churches in our city. We need to fill the pews of the ones we have. And I go to Bartlett Hills. I welcome these

people here, anybody here, to my church. Let's fill our churches and don't build anymore. Thank you for your service.

The public hearing closed at 7:58 p.m.

Chairman Conroy asked if the applicant would like to address any comments or concerns expressed during the public hearing.

Mr. Hossain stated that they hear the legitimate concerns from neighbors, but perhaps the parking lot is just too large [in the conceptual drawing]. Residents seem to have a completely incorrect idea about the congregation size. The Bartlett Muslim Society needs a place to worship and congregate. They are willing to go back and see if they can settle with a smaller facility (approximately 5,000 square feet) rather than the potential 15,000 square foot facility mentioned in the conceptual plan. The parking lot could be smaller and all engineering conditions would be implemented. The facility could be kept strictly as a worship place and no other gathering activities would be held there.

Mr. Hossain reminded the PC that there is already an Islamic school and a huge facility for large events, such as weddings, on Humphrey Road in Cordova. He does not think morning prayers will impact traffic due to the small number of attendees, but they will do everything in their power to follow the recommendations and conditions of the PC and staff.

Mr. Bray asked that the PC allow time for a detailed traffic study to be done before sending this application on to the Board of Mayor and Aldermen. This would allow them to see what kind of traffic impact they are actually looking at, rather than go into the vote not knowing. The 5-way intersection has always been bad and has not improved at all. This project would, at a minimum, bring another lane of traffic to allow some relief at the 5-way stop area. There would be another lane of pavement, curb, gutter, sidewalk, all things that are not out there right now. Development is how we improve the roads. Very rarely does the City of Bartlett itself go in and improve roads.

Jack Young made a motion to continue this agenda item for the church use Special Use Permit application at 0 Broadway Road until a detailed traffic study can be brought before the Planning Commission. Jay Caughman seconded the motion. Roll call vote: All members present voted Yes. Motion carries.

Municipal Planning Commission

Minutes

Monday, December 2, 2024 – 6:30 p.m.

The Bartlett Planning Commission (PC) met in the City Hall Assembly Chamber on Monday, December 2, 2024 at 6:30 p.m. for a regularly scheduled meeting.

The following members were present:

Curtis Sigler, Vice Chairman
David Hunt
John Conroy, Chairman
Jack Young, Alderman
Paul Kaiser
Jim Lamb
Ken Demetriou
Greg Easton

The following members were absent:

Josh McNeil

The following staff/advisors were present: Kim Taylor, Director of Planning; Sam Harris, Senior Planner; Leslie Brock, Planner; Melissa McAfee, Administrative Secretary; Trey Arthur, Director of Code Enforcement; Erin Campbell, Assistant Director of Engineering; Howard McNatt, Fire Marshall; Craig Jones, Deputy Fire Marshall; Ed McKenney, City Attorney

Alderman Jack Young opened the meeting with prayer.

The Pledge of Allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the November 4, 2024 meeting

A motion was made by Paul Kaiser to approve the minutes of the Monday, November 4, 2024 meeting as submitted. Jack Young seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries. Minutes were approved.

Continued

1. Church Use, 0 Broadway Road (David Bray, The Bray Firm) – Traffic Study

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. David Bray with The Bray Firm, on behalf of Badrul Hassain with the Bartlett Muslim Society, who is requesting Planning Commission approval of a favorable recommendation of a Special Use Permit (SUP) to allow for a church use to be located on the east side of Broadway Road on Parcel B0149 00261 which is located just north of the Ellendale five-way intersection. The subject property is located within the "R-E" Residential Estate Zoning District.

BACKGROUND: On October 2, 2023, the Planning Commission continued the Special Use Permit application review until a traffic study could be obtained. The traffic analysis was completed utilizing the revised conceptual outline plan that reduced the proposed parking lot from 165 parking spaces to 52 parking spaces. Staff has copied over the public hearing input received at the October 2, 2023 Planning Commission meeting. The public hearing correspondence is attached to this staff report packet.

Bartlett Muslim Society is a 20-family congregation. Currently, worship services are held in the Bartlett Square Office Building located at 4210 Altruria Road. Article V, Chart 1 of the Bartlett Zoning Ordinance permits the church use in the "R-E" Residential Estate Zoning District with the granting of a Special Use Permit by the Board of Mayor and Aldermen. Surrounding uses include: residential single family homes with "R-E" zoning to the north, post office facility with "C-G" General Business zoning to the south, youth behavioral treatment facility with "R-E" zoning to the east, and residential single family homes with "RS-12" zoning to the west.

DISCUSSION: The applicant's request for the SUP includes a conceptual outline plan for the future development of the property. The property is an 8.244-acre site that will potentially contain the following: a 5,000 square foot building that may be expanded to 15,000 square feet, a parking lot with 52 parking spaces, and driveway access off Broadway Road. Should the Planning Commission provide a positive recommendation to the Board of Mayor and Aldermen (BMA), and the SUP is granted, the applicant would be required to return to the Planning Commission for site plan approval.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Commercial Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and ecampbell@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A water line extension may be required to bore under railroad to meet commercial fire flow
4. A SWPPP and a TDEC permit may be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.
5. All new utilities shall be underground.
6. Detentions will be required.

Conceptual Site Plan:

7. The Fletcher Creek pump station will need to be removed and sewer extended under railroad.
8. A traffic study will be required to assess the impact of traffic on the surrounding areas
9. Road widening may be required on Broadway Rd.
10. A sprinkler system will be required if the building is over 5,000 sqft.
11. The following plans will be required: landscaping, drainage, sewer, and water.
12. The driveway to Broadway may need to be shifted north to allow for adequate sight distance and vehicle stacking.
13. Additional 50' Railroad charter right of way easement shall be added along the 100' CSX railroad ROW.
14. Additional ROW dedication should be shown clearly and called out as "Dedicated to the City." The dedication required is 34' from the centerline of the roadway.

Traffic Study Analysis:

The Traffic Study was conducted by Martin Lipinski over a one-week period in March 2024. The study included the Level of Service (LOS) of the Five-way intersection for 1) the existing conditions, 2) the initial stage of construction (2025) of a 5,000 SF building with approximately 15-25 vehicular trip generations, and 3) the complete buildout (2028) of a 15,000 SF building with approximately 30-52 vehicular trip generations. The proposed site will have a single driveway onto Broadway and will consist of meeting rooms and worship space. The following observations were made:

- When traffic is heavy at the five-way intersection, it is usually only heavy on one or two approaches at a time, so the intersection flow is pretty stable and longer queues dissipate quickly.
- Crash history analysis revealed no major concerns.
- Traffic volumes do not warrant signalization nor grade separation.
- No additional mitigation measures are warranted.
- Background traffic assumed to grow at 2% per year
- LOS for several approaches to the five-way declined during the study period because of 2% growth rate of background traffic. However, none of the vehicular approaches declined further as a direct result of the Mosque Site Development.

Planning Conditions:

1. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
2. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.
3. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission.
4. The applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission for all future building additions and parking lot expansions with a revised traffic study for each site plan request.
5. The applicant would need to revise the Special Use Permit and traffic study to add any other SUP permitted nonresidential uses such as a school use or other future ancillary uses.

Chairman John Conroy called for questions from the PC for Director Taylor.

Paul Kaiser asked when in March the traffic study was conducted. Whether or not school was in session would have made a difference. It could have been during Spring Break.

Assistant Engineering Director Erin Campbell stated that the actual traffic study specifies which week of March the traffic study occurred.

Jim Lamb asked if the study was conducted during Spring Break, where traffic would have been reduced.

Assistant Director Campbell stated that it was not conducted during Spring Break. The point of a traffic study is to get an accurate picture of what daily traffic is like in an area, so school breaks were specifically avoided.

Director Taylor stated that perhaps the applicant's representative can answer that question.

Vice Chairman Curtis Sigler asked if the applicant would have to come back before the PC if they ever want to increase the parking spaces beyond the proposed 52.

Director Taylor stated that if that were the case, Engineering would require another traffic study with the new proposed parking space amount. Also, if any of the ancillary uses for the church change, that may require an amended SUP to come before the PC and BMA.

Vice Chairman Sigler asked if that need to be added as a condition.

Director Taylor stated that it is already a condition in the staff report provided to the PC and applicant, so it is not necessary to add it a second time.

David Hunt asked if citizen complaints about traffic at the October 2023 public hearing were taken into account during the traffic study. People complained about cars circumventing the five-way stop and cutting through their neighborhood.

Assistant Director Campbell explained that the traffic Mr. Hunt is referring to is *already* happening. People currently cutting through neighborhoods is completely unrelated to hypothetical future use of the intersection by the mosque. Traffic studies study how people travel down the main streets. The change in traffic that is already happening, with people cutting through the neighborhoods, is not studied because it is not relevant to the proposed site development's traffic impact.

Alderman Jack Young stated that if you increase that traffic with the construction of the mosque, there will be more traffic from the neighborhood.

Assistant Director Campbell stated that this study is taking into account people that are going through the main intersection now with a 2% increase in growth, and all the traffic the mosque generates also going through that intersection.

Any other traffic would be traffic that is already cutting through the neighborhood or the 2% increase in general traffic growth, which is already accounted for.

Mr. Hunt stated that there was a traffic study done “years ago” which graded that intersection “disaster”. Now, all of a sudden, it's great.

Assistant Director Campbell explained that the traffic study does not say the intersection is great. It says that the mosque will not make it worse.

Greg Easton asked if there would be an acceleration or deceleration lane coming into the entrance.

Director Taylor stated that Engineering is requiring some road improvements along the front.

Assistant Director Campbell stated that Engineering is requiring widening of the portion of the road that fronts the property so that visitors aren't stopping in the single lane waiting to turn in.

Mr. Hunt asked if the road widening would need to be done regardless of the development.

Assistant Director Campbell stated that as a standard practice, the City asks developers to widen the road when they want to build a subdivision or apply for a SUP.

Mr. Easton asked if staff conditions are for this specific property.

Director Taylor answered in the affirmative. There will be more detailed plans later on, if the SUP is approved, which will also come before the PC. After a SUP is approved by the BMA, the PC may approve a Master Plan, Construction Plan, Final Plan, and Site Plan. The Design Review Commission will also need to approve a Site Plan.

Mr. Easton asked if sprinkler requirements will be affected with the building potentially expanding in three phases of 5,000 square feet each.

David Bray, The Bray Firm, 2950 Stage Plaza North, stepped forward.

Mr. Bray stated that he is in agreement with comments and conditions listed in the staff report. He is happy to answer any questions. The author of the traffic study, Dr. Lipinski, is also here. Mr. Bray will defer to Dr. Lipinski for any traffic questions.

Alderman Young stated that when this application came before the PC last year, the same size building required 150 parking spaces. Now, all of a sudden, you're going to build the same size building, and you only need a third of the parking? Is the population that much smaller all of a sudden?

Mr. Bray explained that the initial conceptual plan showing 165 parking spaces was a mistake on his part. He misunderstood what the applicant's vision for the mosque was during initial conversations. They are well within the parking requirements for the City with 52 parking spaces.

Alderman Young stated that this is not his concern. His concern is the traffic that is going to be generated for what was originally said to be 150 spaces. "When we turned it down because we said we couldn't handle that, all of a sudden, we had less spaces."

Mr. Bray reiterated that the 165 spaces on the original conceptual plan was a mistake on his part. The applicant said that amount was not what they needed on the site.

Alderman Young stated that he is absolutely opposed to any kind of facility, whether it be a mosque, a church, a community center, or anything on that part of Broadway Road where there is nothing but homes and there is a traffic problem already. "You can do all the studies you want, but I drive through there a lot, and it doesn't matter to me about a study. I actually live through it."

Mr. Hunt asked if you could have made the assumption that having 165 parking spaces made sense with the maximum building size being 15,000 square feet.

Mr. Bray stated that no, you could not. The parking requirement for a church use in Bartlett is one space per four seats in the auditorium. He reiterated again that the original proposal's 165 parking spaces was due to a misunderstanding between himself and the applicant.

David Hunt asked why that did not come out in the original meeting. Why wasn't it corrected then?

Mr. Bray stated it was in fact corrected at the original meeting.

Administrative Secretary Melissa McAfee stated that the October 2023 Planning Commission meeting minutes detail concerns about the number of spaces which were addressed by the applicant and their representative, Mr. Bray. They expressed willingness to decrease the number of parking spaces and continually reminded the PC that the plans presented were only conceptual, not set in stone. This is the case with all SUP applications.

David Hunt remarked that, "this situation, for me, is very confusing. I'm not sure where these folks are going and what they're trying to do. I'm reading some of this stuff, and that particular thing was on my list of questions, and you've answered that question, so thanks."

Mr. Bray stated that the applicant he's representing is present and can answer any questions the PC has.

Badrul Hossain, Board President of the Bartlett Muslim Society, stepped forward.

Mr. Hunt stated that at the original meeting, Mr. Hossain said the congregation was supposedly 20 people. The initial request last time was for 15,000 square feet. He does not understand what exactly is being requested or asked for. What is the plan, if there is a specific plan?

Mr. Hossain stated that the plan is for there to be a phased approach to building. They will start with one 5,000 square foot building. The building will be slightly bigger than the congregation size because they need some extra space for congregants to commune together other than the prayer hall. At this time, the congregation meets in a rented retail space at 4210 Altruria Road. Their maximum size is 20 congregants. Tonight, for example, there were less than 10 congregants that met for prayer. The traffic study takes into account that the only time they would expect some extra people is during the month of Ramadan in the evenings only. Other than that, the congregation is typically 10 to 20 people. In the beginning, they do not even expect to have a Friday prayer congregation because people prefer to go to the already established mosques with renowned scholars giving sermons. This mosque will be open to all Muslims, but the congregation right now is currently 95% or more Bangladeshi Muslims who settled in Bartlett. Everyone works as an interpreter and calls Bartlett their home. They do business in both Memphis and Bartlett. They need a nearby place of worship to congregate. In the three years they have been meeting at

the storefront at 4210 Altruria Road, the congregation size has not increased. This doesn't mean that the Bartlett Muslim Society doesn't have families in the area. They have about 100 families who practice Islam, but for regular prayers, only a handful of people show up. That is the norm almost everywhere except for the mosque at Stratford Road, which is slightly more populated. Their expectation is that this location will not have more than 20 people for the evening prayer.

Mr. Hunt asked how many people Mr. Hossain anticipated having to show up to occupy a 15,000 square foot building.

Mr. Hossain stated that 15,000 square feet is just their vision for if the Muslim population in the area grows. Perhaps the building could be multiple stories and families could gather there during Ramadan and other special occasions. If that is to happen, they will need more space than the beginning 5,000 square feet. Otherwise, they will not need those 15,000 square feet. This is based off the assumption that people will move here and stay in Bartlett instead of moving around to other cities or other parts of Memphis.

Mr. Hunt asked how many people Mr. Hossain anticipates filling up a 5,000 square foot building in a one year period.

Mr. Hossain stated that during Ramadan, that 20-person figure may double to 40. The number of cars may not increase, but they will be filled with congregants' spouses and children. During Ramadan, everyone gathers together at their mosque. During regular prayers throughout the rest of the year, only the adult males come for prayer. You don't see the children or ladies during any other prayers besides during Ramadan.

Mr. Hunt asked if Mr. Hossain is then suggesting 40 people, not 20.

Mr. Hossain stated that during Ramadan, it would likely be 40 congregants plus their spouses and families. There would likely be 25 to 30 cars maximum during Ramadan and only in the evenings. Some people have four-member families, so if they all come, then it would be more crowded on certain nights. For religious reasons, the women and men are separated during this time. This is one reason they sometimes need more space during Ramadan.

Mr. Hunt asked if Mr. Hossain plans on there ever being a school here.

Mr. Hossain stated that no, there will never be a school at this facility. There is an Islamic school nearby called Pleasant View School. It has a student population of around 800. Other than that, congregants send their children to local public schools or other private schools.

Alderman Young pointed out that Mr. Hossain said there were 100 Bangladeshi Muslim families in the area, but they claim to only need room for 30 or 40 people.

Mr. Hossain stated that for Friday prayers, many people go to a different mosque that is more established. They have had four Ramadans in the current facility at 4210 Altruria Road. Even during Ramadan, they don't get more than 30 vehicles coming in. Not everybody comes to a congregation and not everybody comes to this congregation.

Alderman Young asked if that is because their current space won't hold more people than that, or because some members just aren't involved.

Mr. Hossain stated that it is most likely that some just aren't as involved, or they prefer to go to the bigger mosque. Many like to listen to the more renowned scholars at the larger mosques. Memphis Islamic Center on Humphreys Road is a family center, not a mosque. It is a huge facility where people can go play basketball and soccer. They have a full-blown auditorium, gym, and everything. People host family gatherings and weddings there. People in this group go to Singleton Community Center in Bartlett or the Memphis Islamic Center to do family activities together.

Mr. Hunt asked Mr. Bray if research was done on the site before applications were submitted to see what infrastructure would be required to make the lot usable for this purpose.

Mr. Bray stated that they had some preliminary conversations with the City about that, and those are all details they will work through during the Construction Plan phase. This is far from being a done deal at this point. There is not a Site Plan yet. We've got to put pencil to paper, particularly with the sewer situation under the railroad and the widening of Broadway Road.

Mr. Hunt asked if the railroad or MLGW could prevent this from happening.

Mr. Bray stated that sewer extension is generally not an issue. It is just a matter of dotting all the Is and crossing all the Ts with MLGW as far as the utility extension across the railroad's property. The sewer and road issue will all come down to economics. MLGW is always a question. In some other municipalities, MLGW is saying they don't have service. This has not happened in Bartlett, however.

Mr. Bray stated that he has no reason to believe MLGW has an issue with service in that area. The site is not in one of the areas that has typically been a problem.

Chairman Conroy called for further discussion. Hearing none.

Jim Lamb made a motion to forward a favorable recommendation to the Board of Mayor and Aldermen for the Church Use Special Use Permit at 0 Broadway Road with comments and conditions of staff. Curtis Sigler seconded the motion. Roll call vote: Greg Easton, Paul Kaiser, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, and Curtis Sigler voted No. John Conroy abstained. Motion fails.

Jack Young made a motion to forward an unfavorable recommendation to the Board of Mayor and Aldermen for the Church Use Special Use Permit at 0 Broadway Road. David Hunt seconded the motion. Roll call vote: Greg Easton, Paul Kaiser, David Hunt, Jim Lamb, Ken Demetriou, Jack Young, and Curtis Sigler voted Yes. John Conroy abstained. Motion carries.

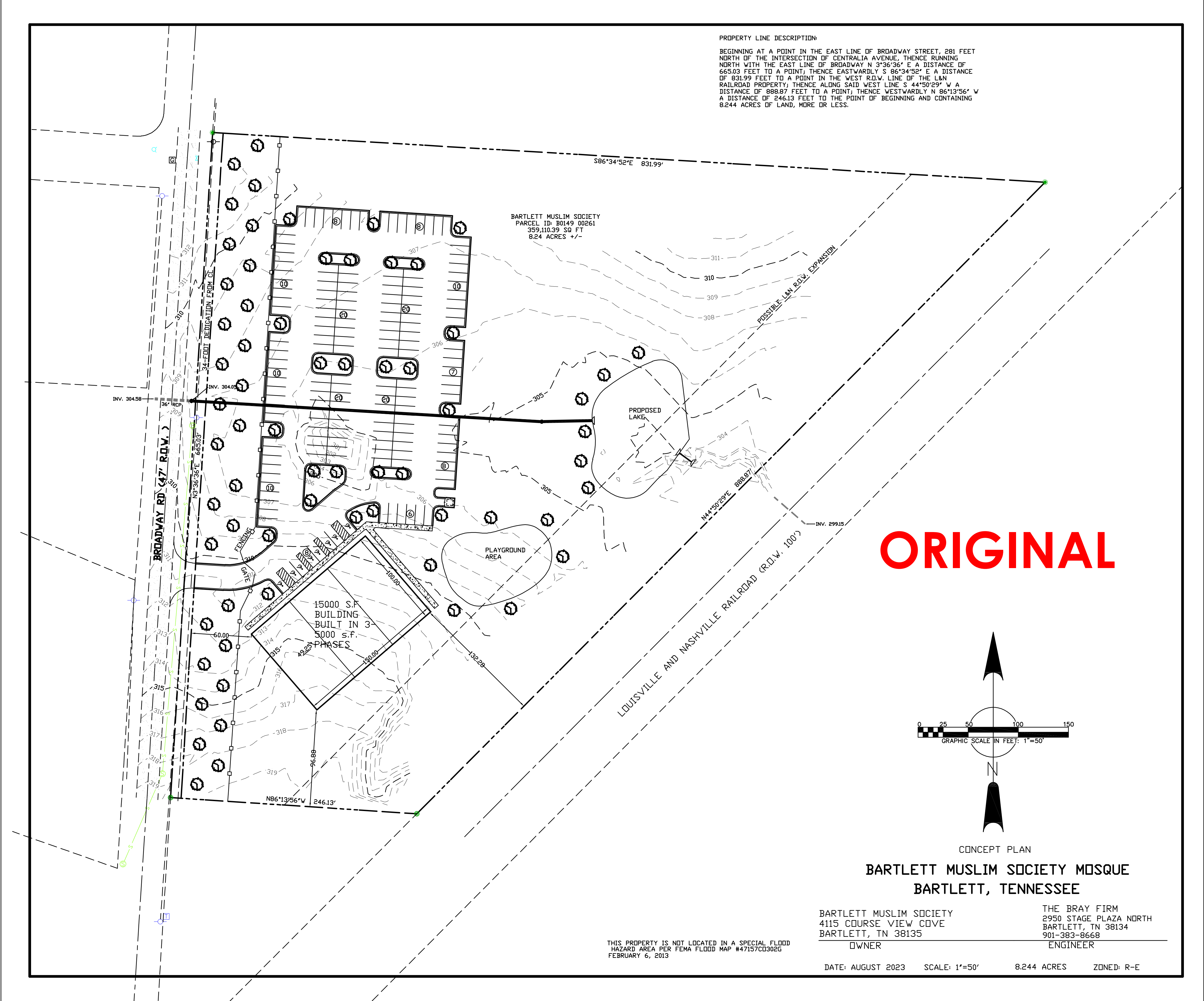
NEW BUSINESS

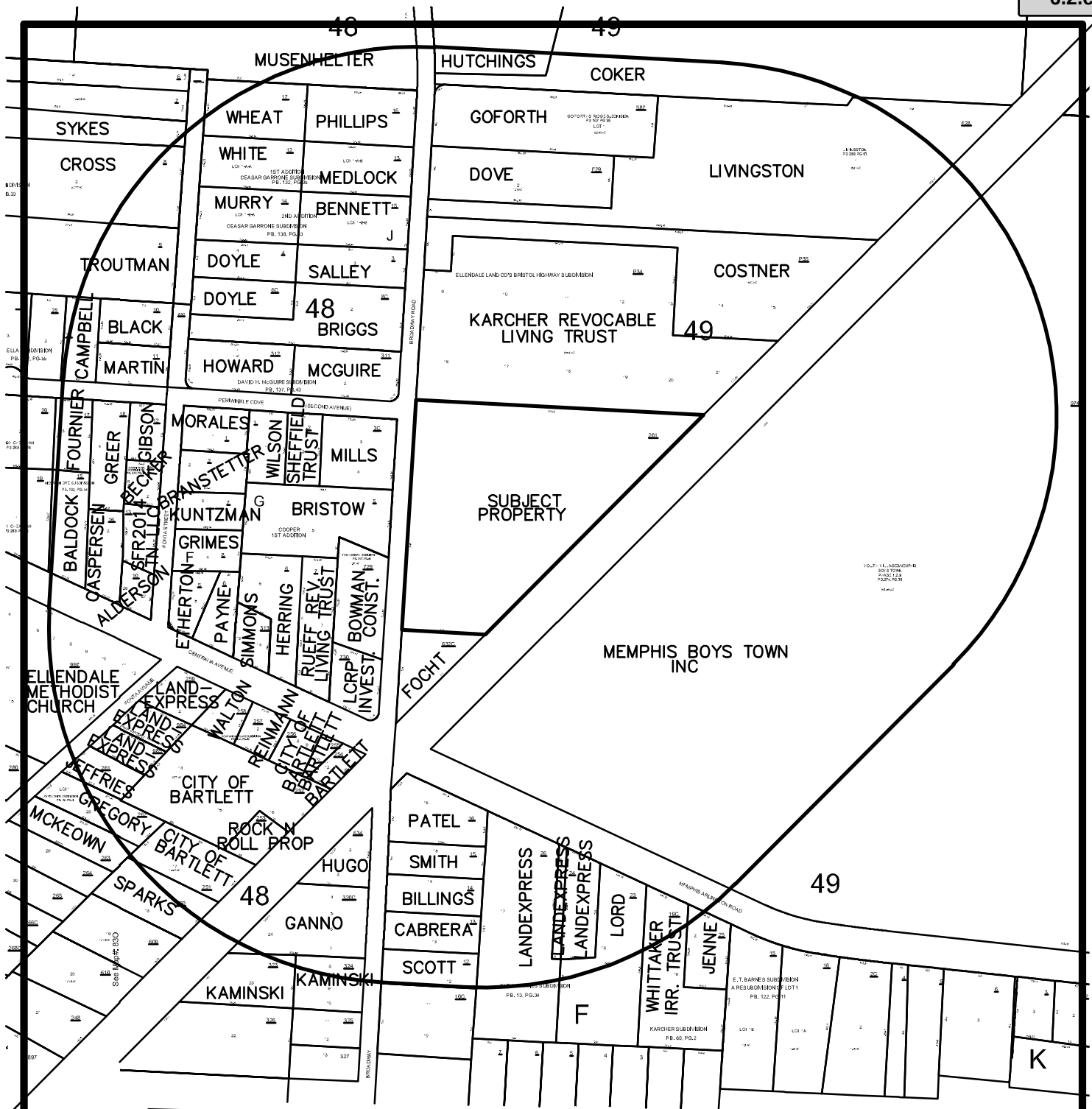
Construction Plan

2. Walker Farms Planned Development Phase 3, Parcel B0138 00176 (Robert Reaves, Land Development Solutions)

INTRODUCTION: Director Taylor introduced the application for Mr. Robert Reaves, with Land Development Solutions, who is requesting Planning Commission approval of the Construction Plan for Walker Farms Planned Development (PD), Phase 3. The subject property is located north of Old Brownsville Road, and west of Farmland Way within the "RS-12" Single Family Residential Zoning District.

BACKGROUND: In 2004, the Memphis and Shelby County's Land Use Control Board and the Shelby County Commission granted approval of the Walker Farms PD, a 295-single family residential lot Outline Plan. The Outline Plan consisted of 158.07-acres of land to be developed in phases with minimum lot sizes starting from 10,000 square feet.





SUP APPLICATION FOR 0 BROADWAY

(EAST SIDE OF BROADWAY, 330 NORTH OF INTERSECTION OF
BROADWAY AND CENTRALIA)

**APPLICANT: BARTLETT MUSLIM SOCIETY
BARTLETT, TENNESSEE**

PREPARED BY THE BRAY FIRM

LAND DEVELOPMENT SERVICES
2950 STAGE PLAZA NORTH
BARTLETT, TENNESSEE
AUGUST 31, 2023

TELEPHONE 901-383-8668
E-MAIL dgbray@comcast.net
SCALE 1"=400'

Bartlett Muslim Society
Page 1 of 3

Bartlett Muslim Society
4115 Course View Cv.
Bartlett, TN 38135-5185

The Bray Firm
2950 Stage Plaza North
Bartlett, TN 38134

Owner

Engineer

Karcher Revocable Living Trust
3522 Glen Trace Cv.
Bartlett, TN 38135-3043

Brian Costner
4200 Broadway Rd
Arlington, TN 38002

Carol Livingston
4214 Broadway Rd.
Bartlett, TN 38135-7504

Justin & Victoria Dove
4220 Broadway Rd.
Arlington, TN 38002-7504

Charles & Ann Goforth
P.O. Box 134
Ellendale, TN 38029

Barry & Linda Coker
270 Fawn Ridge Rd.
Parsons, TN 38363

Thomas & Anita Murry
P.O. Box 544
Ellendale, TN 38029-0544

Claude Hutchings
3566 Perennial Gap Dr.
Bartlett, TN 38133-2788

Joyce & Thomas White
4218 Fonta Rd.
Bartlett, TN 38002-9813

Keith Musenhalter
4285 Broadway Rd.
Arlington, TN 38002-9740

Jacqueline Phillips
4241 Broadway Rd.
Arlington, TN 38002-9740

Jon & Denise Medlock
P.O. Box 482
Ellendale, TN 38029-0482

Tillman & Sandra Wheat
P.O. Box 752
Ellendale, TN 38029-0752

James & Linda Bennett
P.O. Box 296
Ellendale, TN 38029

George Sykes
2847 Shelby St.
Ste. 211
Bartlett, TN 38134

Susan Salley
P.O. Box 176
Ellendale, TN 38029

Landon & Lynn & William Cross
4215 Fonta
Arlington, TN 38002-7814

Cecily Briggs
604 Shotwell St.
Memphis, TN 38111-7521

Kenneth Troutman
4185 Fonta Rd.
Arlington, TN 38002-7813

David & Sandra McGuire
4161 Broadway Rd.
Arlington, TN 38002-5152

Lyndora Howard
P.O. Box 136
Ellendale, TN 38029-0136

Attachment: Church Use SUP ORIGINAL submittal (3703 : Set a public hearing for Res. 01-25 5-Way Church Use SUP)

Bartlett Muslim Society
Page 2 of 3

Paul Jr & Sheila Black
P.O. Box 115
Ellendale, TN 38029

Charles & Sue Doyle
4184 Fonta
Arlington, TN 38002

Charles & Jeri Doyle
P.O. Box 548
Ellendale, TN 38029

Betty Martin
4163 Fonta Rd.
Arlington, TN 38002-7813

Alan, Austin, & Aaron Campbell
P.O. Box 577
Ellendale, TN 38029-0577

Jade Fournier
7231 Periwinkle Cv.
Bartlett, TN 38002-2574

Kenneth & Robbie Greer
P.O. Box 133
Ellendale, TN 38029

George Gibson
P.O. Box 14
Ellendale, TN 38029-0014

Sophia & Jacob Becker
4131 Fonta Rd.
Arlington, TN 38002-7813

SFR 2014 – TN LLC
23975 Park Sorrento
Ste. 300
Calabasas, CA 91302-4012

Sharon Alderson
P.O. Box 356
Ellendale, TN 38029

Danny & Karen Caspersen
7228 Centralia Ave.
Ellendale, TN 38029

Randall & Tammy Baldock
7218 Centralia Rd.
Bartlett, TN 38135

Ellendale Methodist Church
P.O. Box 85
Ellendale, TN 38029

Landexpress
3973 Brunswick Rd.
Memphis, TN 38133

Billy Jr. & Jeriann Jeffries
3907 Oak Rd.
Bartlett, TN 38135-1938

Daniel Gregory
4044 Fonta Rd.
Arlington, TN 38002-9772

Esther McKeown
10388 Latting Rd.
Cordova, TN 38016-5501

Nellie Sparks
330 Norse Rd.
Eads, TN 38028

City of Bartlett
6400 Stage Rd.
Bartlett, TN 38134-3739

Rock N Roll Properties LLC
7475 Memphis-Arlington Rd.
Bartlett, TN 38135

Scarlet Walton
7281 Centralia Rd.
Bartlett, TN 38135-1881

Scott & Wendi Reinmann
7291 Centralia Rd.
Bartlett, TN 38135-1881

John Focht
1579 Lacewing Trace
Cordova, TN 38016

LCRP Investors
74 Dana Rd.
Buffalo, NY 14216-3513

Bowman Construction Inc.
3000 Catfish Dr.
Lake City, AR 72437-9017

Barbara & George Rueff Revocable
Living Trust
205 Elm St.
Quitman, AR 72131-9338

Attachment: Church Use SUP ORIGINAL submittal (3703 : Set a public hearing for Res. 01-25 5-Way Church Use SUP)

Bartlett Muslim Society
Page 3 of 3

Braxton Jr. & Sannie Herring
P.O. Box 141
Ellendale, TN 38029-0141

Joe & Marjorie Simmons
P.O. Box 263
Ellendale, TN 38029-0263

Tracy & Shaun Payne
7266 Centralia Rd.
Bartlett, TN 38135-1880

Donna & Michael Etherton
P.O. Box 355
Ellendale, TN 38029

Frederick & Charlotte Grimes
4106 Fonta Rd.
Bartlett, TN 38002-7816

Sinead & Clifford Kuntzman
4118 Fonta St.
Arlington, TN 38002-7816

Judy & Theodore Branstetter
4132 Fonta Rd.
Arlington, TN 38002

Kacy & Thomas Jr. Morales
4140 Fonta Rd.
Arlington, TN 38002-7816

Harry & Emma Wilson
P.O. Box 345
Ellendale, TN 38029

Oneal & Vicki Sheffield Living Trust
P.O. Box 206
Ellendale, TN 38029-0206

Connie Mills
P.O. Box 340
Ellendale, TN 38029

Christopher & Carrie Bristow
4117 Broadway Rd.
Arlington, TN 38002

Memphis Boys Town Inc.
7410 Memphis Arlington Rd.
Memphis, TN 38135-1908

Manish & Rina Patel
5089 Sawyer Lake Dr.
Arlington, TN 38002

Joyce & Charles Smith
4020 Broadway Rd.
Memphis, TN 38135-1943

Larry Billings
9401 Greywood Cv.
Cordova, TN 38018-7008

Deanna Cabrera
4004 Broadway Rd.
Bartlett, TN 38135-1943

Billy & Margaret Scott
P.O. Box 354
Ellendale, TN 38029

Jonathan & Lslie Lord
7387 Memphis-Arlington Rd.
Bartlett, TN 38135-1907

Derek & Joseph Whittaker Irrevocable
Trust
7399 Memphis-Arlington Rd.
Bartlett, TN 38135-1907

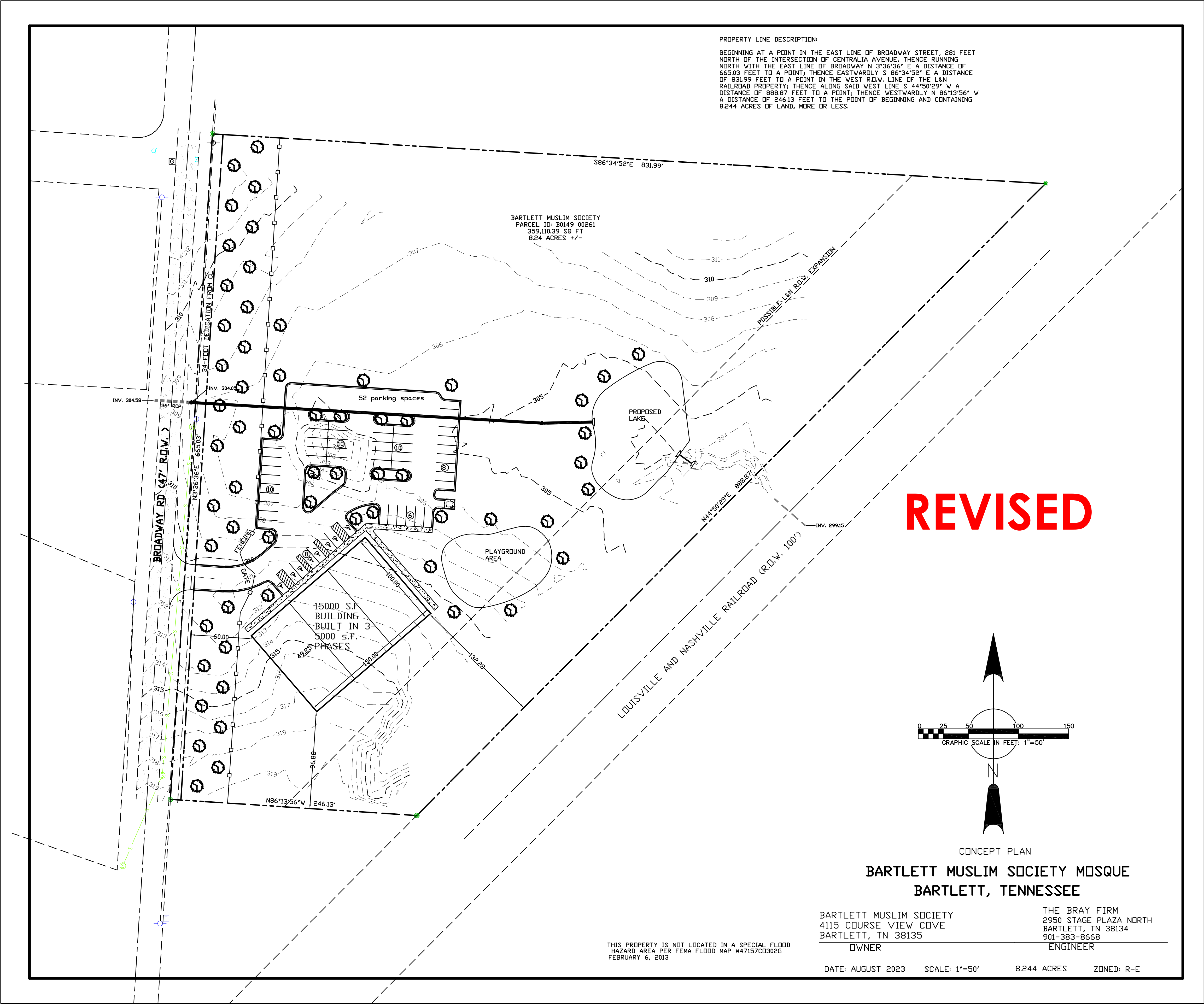
Jeremy Jenne & Rachel Smith
7411 Memphis-Arlington Rd.
Bartlett, TN 38135-1905

Hugo Plumbing Company Inc.
7311 Memphis-Arlington Rd.
Bartlett, TN 38135-1919

James Ganno
P.O. Box 656
Ellendale, TN 38029

Catherine Kaminski
3989 Broadway
Bartlett, TN 38135-1944

Attachment: Church Use SUP ORIGINAL submittal (3703 : Set a public hearing for Res. 01-25 5-Way Church Use SUP)





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3704)

Meeting: 01/14/25 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3704

Set a public hearing for February 11, 2025 for Resolution 02-25, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, within the “RS-10” Single Family Residential Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard within the “RS-10” Single Family Residential Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “RS-10” Single Family Residential Zoning District to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard on Monday, November 4, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Zoning Appeals reviewed a proposed variance from the minimum lot size requirement for a Planned Development on Thursday, December 19, 2024, in accordance with their regulations and granted the variance; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 11th day of February, 2025, and approved the Special Use Permit to allow a Planned Unit Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, subject to the following conditions:

Engineering Conditions:

General:

1. A Residential Subdivision Contract will be required to cover all associated fees and bond.
2. Applicant/ Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to ecampbell@cityofbartlett.org <<mailto:ecampbell@cityofbartlett.org>> and dhubbard@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP, a TDEC permit, and an ARAP will be required and shall be submitted to TDEC and also to the City of Bartlett Engineering office.

4. The private road is offset to the east of Countryhill Drive, which provides the potential for head on collisions in the center of Yale for left turning vehicles. This access, if it remains in this location, needs to be right-in-right-out. If a full movement intersection is desired, it shall be shifted to the west to line up or offset west of the street on the north side.
5. The developer shall add a right-in-right-out connection to Bartlett Blvd.
6. All new utilities shall be underground.
7. All mark-ups and corrections shall be addressed on the revised plans.

Plat:

8. All sewer, water, drainage, and other utility easements shall be shown. Additional 20' sewer easement will also be required on the property to the south for sewer connection.
9. Area for storm water detention is to be shown and labeled non-buildable.
10. Common Open Space shall be shown to be maintained by the HOA. Including private drive and detention area.
11. Show where the permanent SD survey monuments are to be installed. See Article IV, section 4 of the City's subdivision ordinance.
12. No direct driveway access shall be permitted to Yale or Bartlett Blvd from any lot within this development.

Site Plan:

13. Detention shall be shown.
14. Road width and radius of development access road needs to be enlarged.
15. Plan and profile sheet for road should be included.

Sanitary Sewer Plan:

16. Sewer profile will be required.
17. Structure and pipe data shall be shown with space provided for as-builts.
18. If any sewer cleanout is located in a paved area, then it shall comply with the detail approved by Bartlett Codes, which involves a brass connection and a concrete collar.
19. Tracer wire is required on all public sewer. Add detail to plan set.

Erosion Control Plan:

20. The Engineer may need to submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department. Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of Bartlett Engineering Department.
21. EPSCs shall be shown in areas of off-site sewer installation.
22. An additional sheet is required for final stabilization of the site.
23. Metal posts with wired backed fence are required on the proposed silt fences.

Grading & Drainage Plan:

24. Detention will be required, provide detention analysis.

Planning Comments:

1. Staff recommends the front yard setback for Bartlett Boulevard be adjusted to 30 feet in order to make room for the realignment of the private drive with Countryhill Drive.

Planning Conditions:

1. The applicant shall add street names for the future Construction Plan and Final Plan submittals.
2. The applicant shall include a tree survey with a tree table with the Construction Plan.
3. The applicant shall include a landscape plan for the common open spaces.
4. A note shall be added to the plat stating that the proposed Planned Development requires a homeowner's association to be formed to maintain all common amenities. (All landscaping, subdivision fence, subdivision sign, private street, and other features.)
5. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
6. The applicant shall obtain Design and Review Commission approval for the common open space amenities and subdivision signage.
7. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
8. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
9. Should the Planned Development be approved by the Board of Mayor and Aldermen, the applicant shall submit construction and final subdivision plans, along with a site plan application to the Design Review Commission for the common open space areas and the amenities to be installed in the common open space areas.
10. The applicant shall submit an application to the Board of Zoning Appeals for a variance from the minimum lot size requirement of the Bartlett Zoning Ordinance.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Planned Residential Development to be located at the southeast corner of Yale Road at Bartlett Boulevard, incorporating the above listed conditions, is approved.

ADOPTED THIS 11th DAY OF FEBRUARY, 2025.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

Bartlett Planning and
Economic Development
Department
6400 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Variance Checklist

Bartlett Board of Zoning Appeals

Property Address for which Variance Is Requested _____

Property Owner _____ Phone _____

The applicant shall provide the following information twenty (21) days prior to the scheduled hearing date.

- ____ 1. This checklist plus **fees of \$300.00** with this application.
- ____ 2. A Plot Plan showing subject property and public street rights-of-way. If the property is encumbered by easements, show the type and location on the Plot Plan.
- ____ 3. The names and addresses of all property owners within three hundred (300) feet of the applicant's property or a minimum of ten (10) property owners, whichever is greater.
- ____ 4. One copy of the names and addresses required in #3 above on self-adhesive mailing labels.
- ____ 5. A Vicinity Map showing the subject property and all parcels within the distances described in #3 above. Every parcel shall indicate the owner's name and the street that each parcel fronts upon.
- ____ 6. A written explanation demonstrating how the following requirements are met.
 - a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.
 - b. Literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance.
 - c. The special conditions and circumstances do not result from the actions of the applicant.
 - d. Granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same district.

(Note: "No non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.")
- ____ 7. Any other information deemed necessary and requested by the Board.

The applicant should attend the meeting of the Board of Zoning Appeals, to present and answer questions on this application. The meeting is normally at 6:30 p.m. on the third Thursday of each month, at City Hall, 6400 Stage Road.

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

(print name)

(signature)

(date)

Questions also may be sent by email to the Department's planners:

- Kim Taylor, ktaylor@cityofbartlett.org
- Sam Harris, samharris@cityofbartlett.org
- Leslie Brock, leslie.brock@cityofbartlett.org

Attachment: Bartlett Blvd Yale Rd PD Revised BZA Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)



Telephone 901-383-8668

2950 Stage Plaza North
Bartlett, Tennessee 38134

November 21, 2024

Sam Harris
Senior Planner
City of Bartlett
Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

**RE: Bartlett Blvd. - Yale Road P.D.
BZA request to permit planned development on parcel less than 5.0 acres
Bartlett, Tennessee**

Mr. Harris:

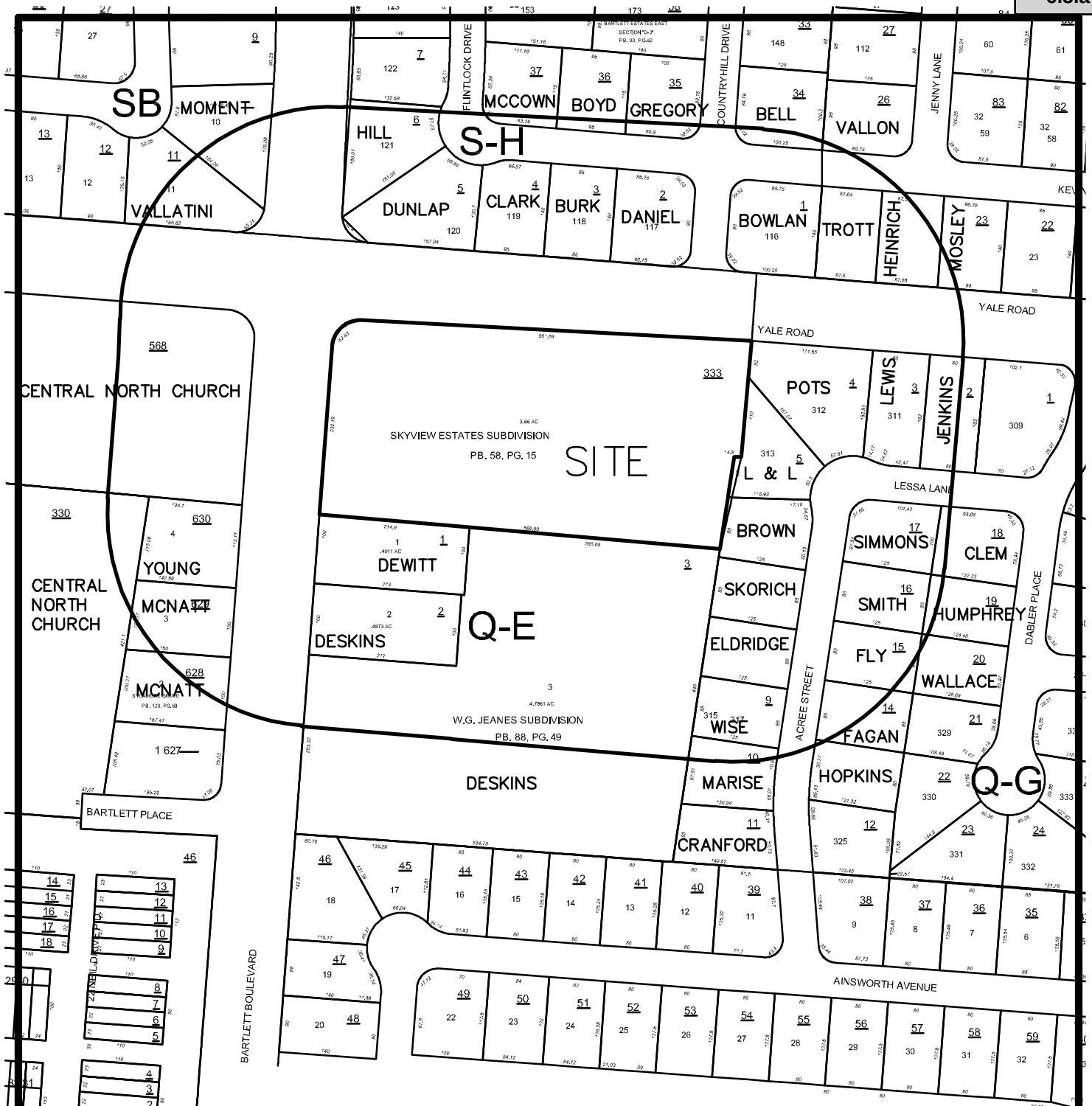
Per this letter, we are requesting that a planned development be permitted on the subject property which is less than the 5.0 acres required for planned development application. The planned development has been filed and heard by Planning Commission with a favorable recommendation and is awaiting hearing before the Board of Mayor and Aldermen. As discussed in the pre-application process, this is a uniquely configured property at the southeast corner of Yale Road and Bartlett Boulevard. We have configured the plan to face houses on Yale Road but have added a common drive along the rear of the lots to avoid having eight (8) drive aprons across the frontage of this property. This design has one right-in, right-out only access from Bartlett Boulevard and a full movement driveway onto Yale (approximately 600 feet from the intersection). We believe this design will create a better product on the subject property and avoid the issues of having reverse frontage lots. However, for this design to work, we need the latitude of a planned development application rather than a straight-forward subdivision application.

Thank you for considering this request. If you have any questions or need any additional information, please contact me.

Sincerely,

David Gean Bray, P.E.

Attachment: Bartlett Blvd Yale Rd PD Revised BZA Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)



**BZA APPLICATION
0 BARTLETT BOULEVARD
PRIOLA PROPERTY
BARTLETT, TENNESSEE**

PREPARED BY THE BRAY FIRM

LAND DEVELOPMENT SERVICES
2950 STAGE PLAZA NORTH
BARTLETT, TENNESSEE
NOVEMBER 18, 2024

TELEPHONE 901-383-8668
E-MAIL dgbray@comcast.net
SCALE 1"=200'

Attachment: Bartlett Blvd Yale Rd PD Revised BZA Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

0 Bartlett Blvd.
Page 1

Dolphin Construction, Inc.
5190 Woods Landing Drive
Memphis, TN 38125

The Bray Firm
2950 Stage Plaza North
Bartlett, TN 38134

Applicant

Engineer

Owner

Donna Dewitt & Jeremy Evens
3338 Bartlett Blvd
Memphis, TN 38134

Zane & Sherry Deskins
3332 Bartlett Blvd
Memphis, TN 38134

Jesse & Donna McNatt
3343 Bartlett Blvd
Memphis, TN 38135

S J & Brendella Jenkins
6096 Lessa Ln
Memphis, TN 38134

Amber Lewis
6088 Lessa Ln
Memphis, TN 38134

Norman & Roma Potts
6082 Lessa Ln
Memphis, TN 38134

L & L Home Solutions
3369 Acree St
Bartlett, TN 38134

Chad Brown
3361 Acree St
Bartlett, TN 38134

Michael Skorich
3351 Acree St
Memphis, TN 38134

William & Shelby Eldridge
3343 Acree St
Memphis, TN 38134

Robert & Lindsay Wise
3335 Acree St
Bartlett, TN 38134

Aaron & Lacey Marise
3325 Acree St
Bartlett, TN 38134

Kevin & Louise Cranford
3317 Acree St
Memphis, TN 38134

Anthony & Tenika Moment
3418 Pamela Ann Dr
Bartlett, TN 38135

Millie & Lillie Hopkins & Jessie Swift
3326 Acree St
Bartlett, TN 38134

Sherry & Zane Deskins, Donna Dewitt &
Jeremy Evens
3320 Bartlett Blvd
Memphis, TN 38134

Kelbert & Rebecca Fagan
3336 Acree St
Bartlett, TN 38134

Carol Fly
3344 Acree St
Bartlett, TN 38134

Antonia Smith
3352 Acree St
Bartlett, TN 38134

Larry & Eunice Simmons
6091 Lessa Ln
Memphis, TN 38134

Natalie Clem & Jonathan Bickers
3359 Dabler Pl
Memphis, TN 38134

0 Bartlett Blvd.
Page 2

Christopher & Nicole Humphery
3349 Dabler Pl
Bartlett, TN 38134

Linda, Lisa, & Lynette Wallace
3341 Dabler Pl
Memphi, TN 38134

Larry & Teresa Young
3353 Bartlett Blvd
Bartlett, TN 38135

Joseph & Belinda Hill
3417 Flintlock Dr
Bartlett, TN 38134

Timothy & Lisa Dunlap
6023 Kevin Dr
Memphis, TN 38135

Phillip & Donna Clark
6033 Kevin Dr
Memphis, TN 38134

Steven & Gloria Burk
6041 Kevin Dr
Memphis, TN 38134

Allen & Myrna Daniel
6051 Kevin Dr
Memphis, TN 38135

Jonathan & Connie Bowlmad
6069 Kevin Dr
Memphis, TN 38135

Joann Trott
6081 Kevin Dr
Memphis, TN 38135

Carl & Mary Heinrick
6091 Kevin Dr
Memphis, TN 38135

Brendan Mosely
6099 Kevin Dr
Memphis, TN 38135

Central North Church
5955 Yale Rd
Memphis, TN 38135

Collin & Rebecca Vallantina
5981 Pamela Ann Dr
Memphis, TN 38135

Cameron & Robin Mccown
6034 Kevin Dr
Memphis, TN 38135

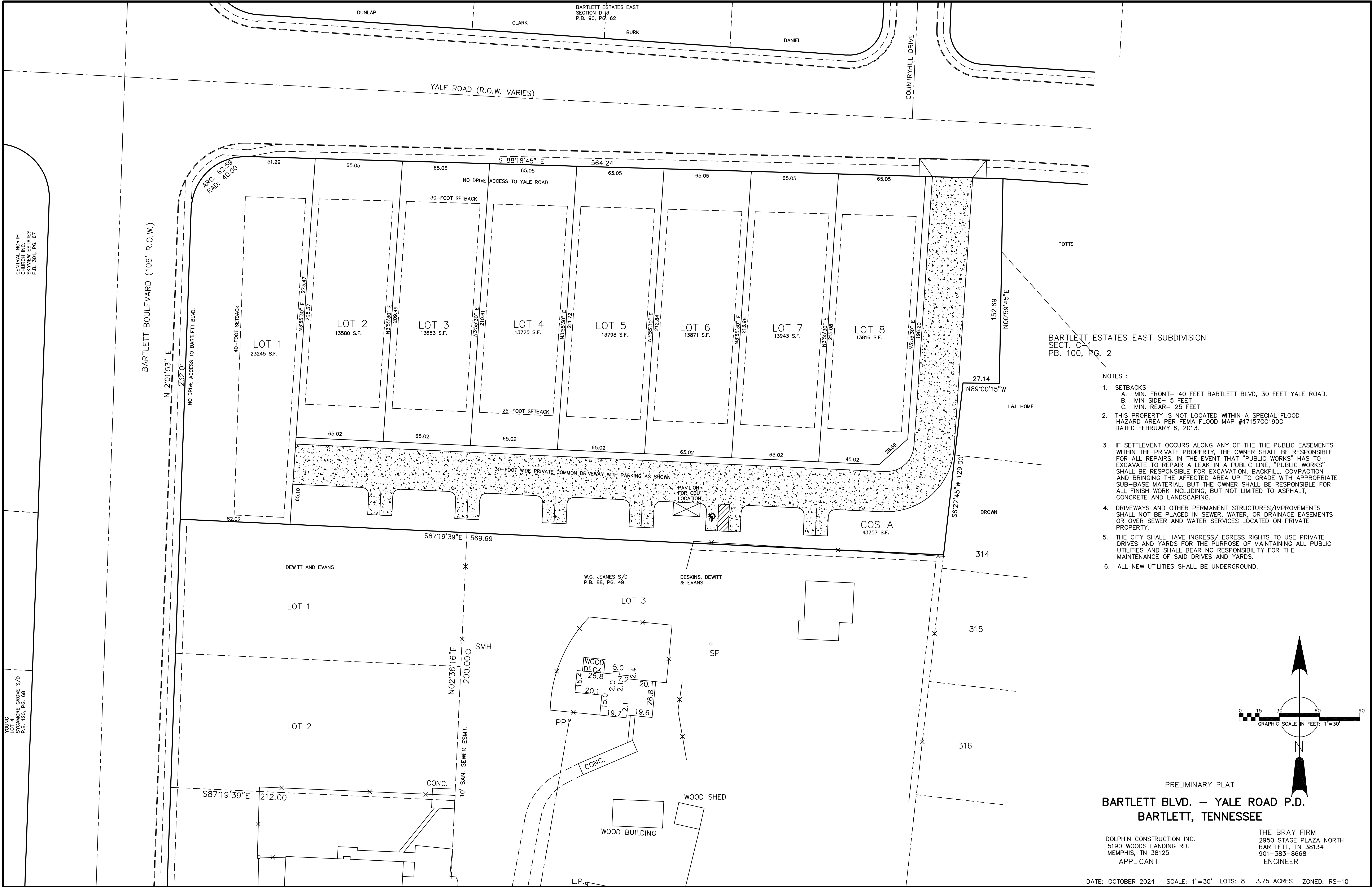
Mario Boyd
6042 Kevin Dr
Memphis, TN 38135

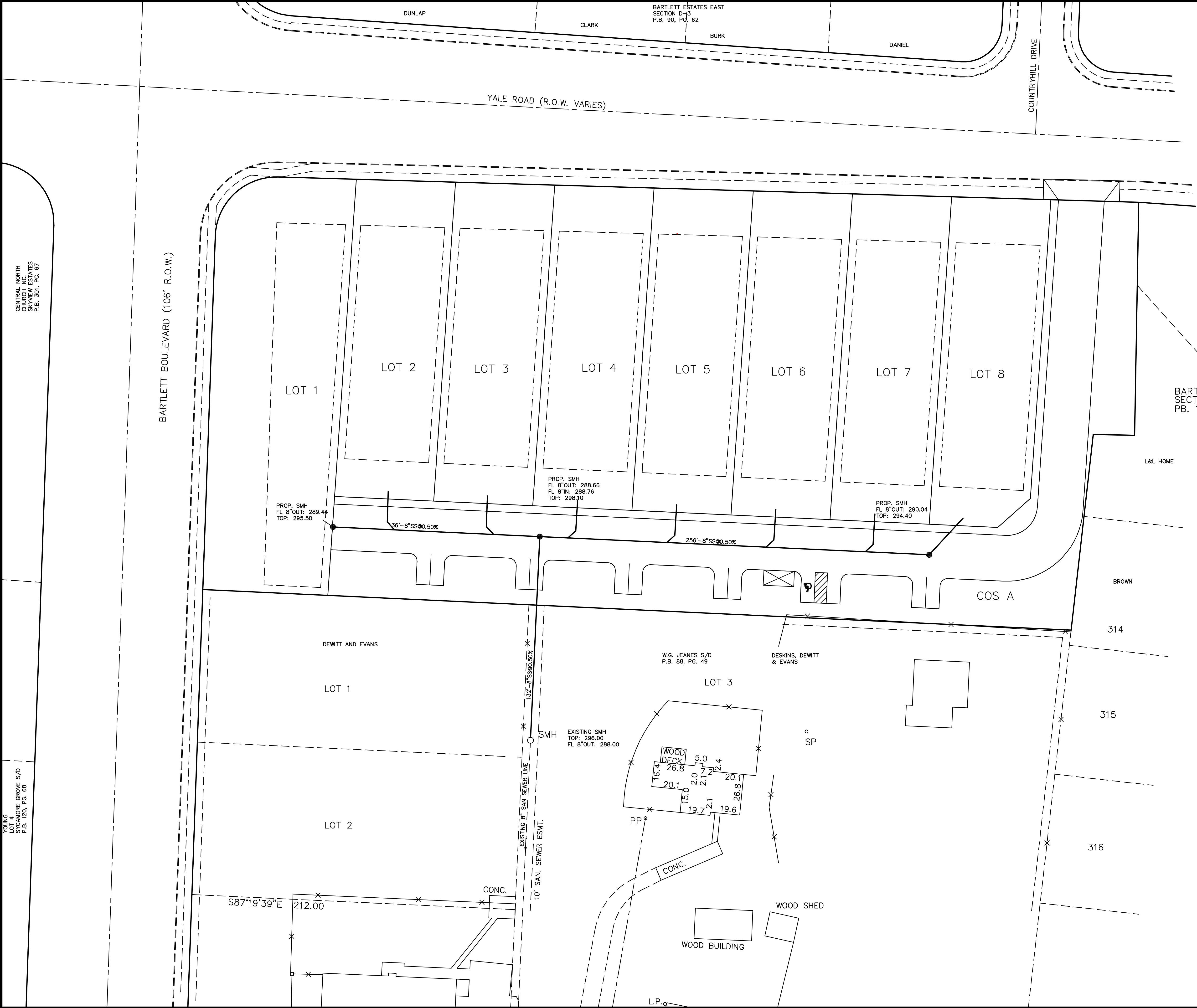
Donald & Carol Gregory
3423 Countryhill Dr
Memphis, TN 38135

Marcus Bell
3422 Countryhill Dr
Bartlett, TN 38135

Sandra & Richard Vallon
3421 Jenny Ln
Memphis, TN 38135

Attachment: Bartlett Blvd Yale Rd PD Revised BZA Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)





CONSTRUCTION NOTES:

LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE NOT NECESSARILY ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATED UTILITY COMPANY TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND/OR UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY CONSTRUCTION. CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN THE CONSTRUCTION PERIMETERS. FOR SITE LOCATION OF EXISTING UTILITIES INVOLVING M&GW, SOUTH CENTRAL BELL, AND/OR TEXAS GAS COMPANY, PLEASE CALL 1-800-351-1111. FOR SEWER SERVICE LOCATIONS, CALL 636-8025.

CONTRACTOR SHALL ENSURE UNINTERRUPTED SEWER SERVICE ON EXISTING SEWER AND SERVICE CONNECTIONS BY PROVIDING AMPLE TEMPORARY WASTEWATER PUMPING AND/OR BYPASSING.

CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES.

CONTRACTOR SHALL NOTIFY THE CITY OF MEMPHIS CONSTRUCTION INSPECTION OFFICE AT 636-2462 A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION

ALL AREAS IN CUT OR FILL WHERE VEGETATION HAS BEEN REMOVED SHALL BE SEEDED, MULCHED, FERTILIZED, AND/OR SODDED AS REQUIRED TO PREVENT EROSION.

THE CONTRACTOR SHALL VERIFY EXISTING DATA AND REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.

ALL SANITARY SEWER TO BE CONSTRUCTED AS PER CITY OF MEMPHIS STANDARD CONSTRUCTION SPECIFICATIONS. SANITARY SEWER SERVICE CONNECTIONS TO BE INSTALLED AS PER CITY OF MEMPHIS STANDARD SST-16.

ALL SEWER MANHOLE LIDS IN OPEN AREAS ARE TO BE CONSTRUCTED 1.5' ABOVE PROPOSED GRADE. IN BACKYARDS, MANHOLE LIDS ARE TO BE 1.5' ABOVE INITIAL GRADE, 0.5' ABOVE FINAL GRADE.
ALL SANITARY SEWER, INCLUDING SERVICE CONNECTIONS, WHICH HAS LESS THAN 1.5' CLEARANCE (OUTSIDE OF PIPES) WITH DRAINAGE OR IN FILLED AREAS SHALL BE CLASS 50 D.I.P. OR CONCRETE ENCASED, 10' BOTH SIDES OF CROSSING. ALL DUCTILE IRON PIPE SHALL BE POLYETHYLENE LINED OR SHALL BE TREATED WITH PROTECTO 401 OR APPROVED EQUIVALENT.

THE CITY OF MEMPHIS SHALL HAVE INGRESS/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC SEWER LINES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.

NO TREES, SHRUBS, PERMANENT STRUCTURES OR OTHER UTILITIES (EXCEPT FOR CROSSINGS) WILL BE ALLOWED WITHIN SANITARY SEWER EASEMENT.

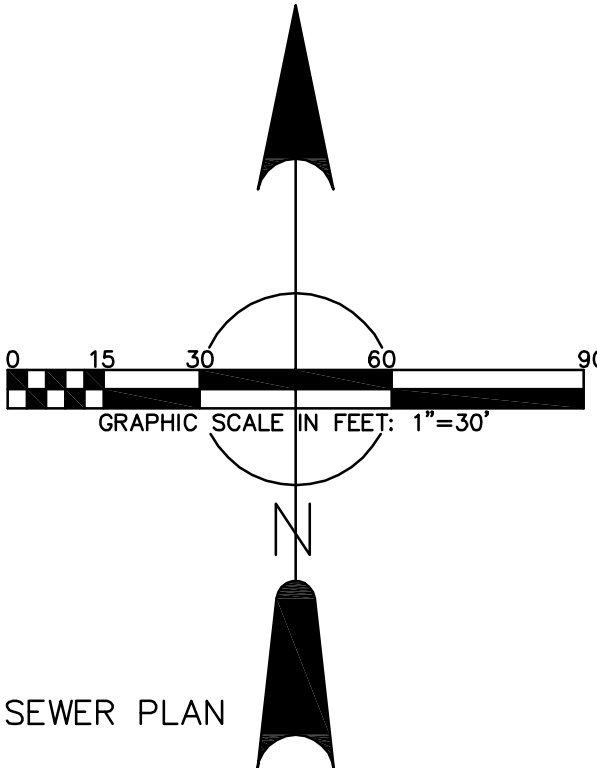
NO OTHER UTILITIES OR SERVICES MAY OCCUPY SANITARY SEWER EASEMENTS IN PRIVATE DRIVES AND YARDS EXCEPT FOR CROSSINGS.

ALL SANITARY SEWER MANHOLES IN REVERSE CROWN STREETS ALLEYS OR DRIVES (PUBLIC OR PRIVATE) SHALL BE PROVIDED WITH GASKETS AND PLUGS FOR "PICK HOLES" TO PREVENT DRAINAGE INFLOW INTO SEWER SYSTEM.

THE CONTRACTOR SHALL PROVIDE ADEQUATE AND EFFECTIVE EROSION CONTROL AS NECESSARY TO PREVENT ANY SILTATION INTO EXISTING DRAINAGE SYSTEM AND/OR ADJACENT PROPERTIES.

NOTES :

1. SETBACKS
A. MIN. FRONT- 40 FEET BARTLETT BLVD, 30 FEET YALE ROAD.
B. MIN SIDE- 5 FEET
C. MIN. REAR- 25 FEET
2. THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP #47157C0190G DATED FEBRUARY 6, 2013.
3. IF SETTLEMENT OCCURS ALONG ANY OF THE THE PUBLIC EASEMENTS WITHIN THE PRIVATE PROPERTY, THE OWNER SHALL BE RESPONSIBLE FOR ALL REPAIRS. IN THE EVENT THAT "PUBLIC WORKS" HAS TO EXCAVATE TO REPAIR A LEAK IN A PUBLIC LINE, "PUBLIC WORKS" SHALL BE RESPONSIBLE FOR EXCAVATION, BACKFILL, COMPACTION AND BRINGING THE AFFECTED AREA UP TO GRADE WITH APPROPRIATE SUB-BASE MATERIAL, BUT THE OWNER SHALL BE RESPONSIBLE FOR ALL FINISH WORK INCLUDING, BUT NOT LIMITED TO ASPHALT, CONCRETE AND LANDSCAPING.
4. DRIVEWAYS AND OTHER PERMANENT STRUCTURES/IMPROVEMENTS SHALL NOT BE PLACED IN SEWER, WATER, OR DRAINAGE EASEMENTS OR OVER SEWER AND WATER SERVICES LOCATED ON PRIVATE PROPERTY.
5. THE CITY SHALL HAVE INGRESS/ EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.
6. ALL NEW UTILITIES SHALL BE UNDERGROUND.



PRELIMINARY SANITARY SEWER PLAN
BARTLETT BLVD. - YALE ROAD P.D.
BARTLETT, TENNESSEE

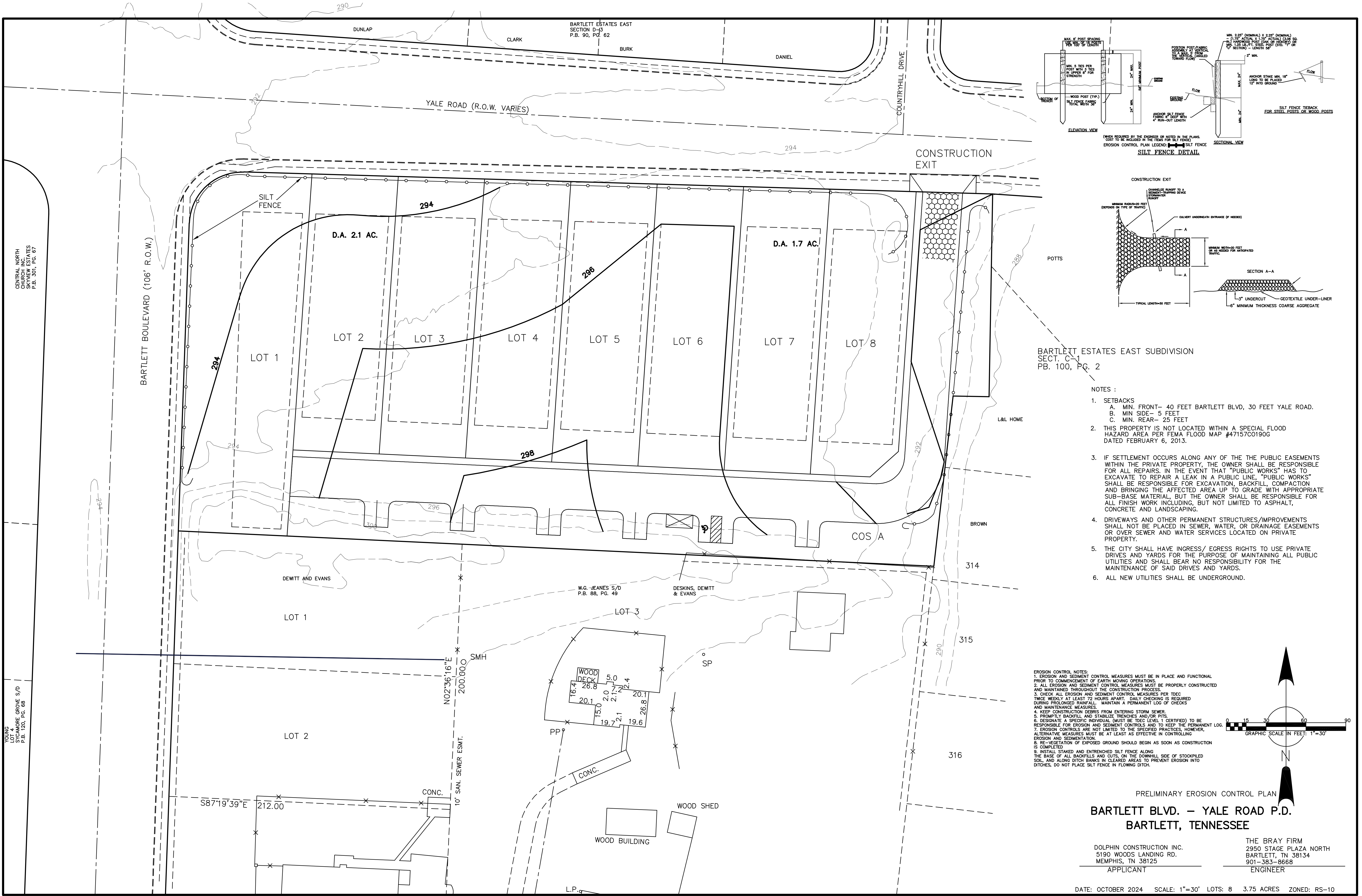
DOLPHIN CONSTRUCTION INC.
5190 WOODS LANDING RD.
MEMPHIS, TN 38125

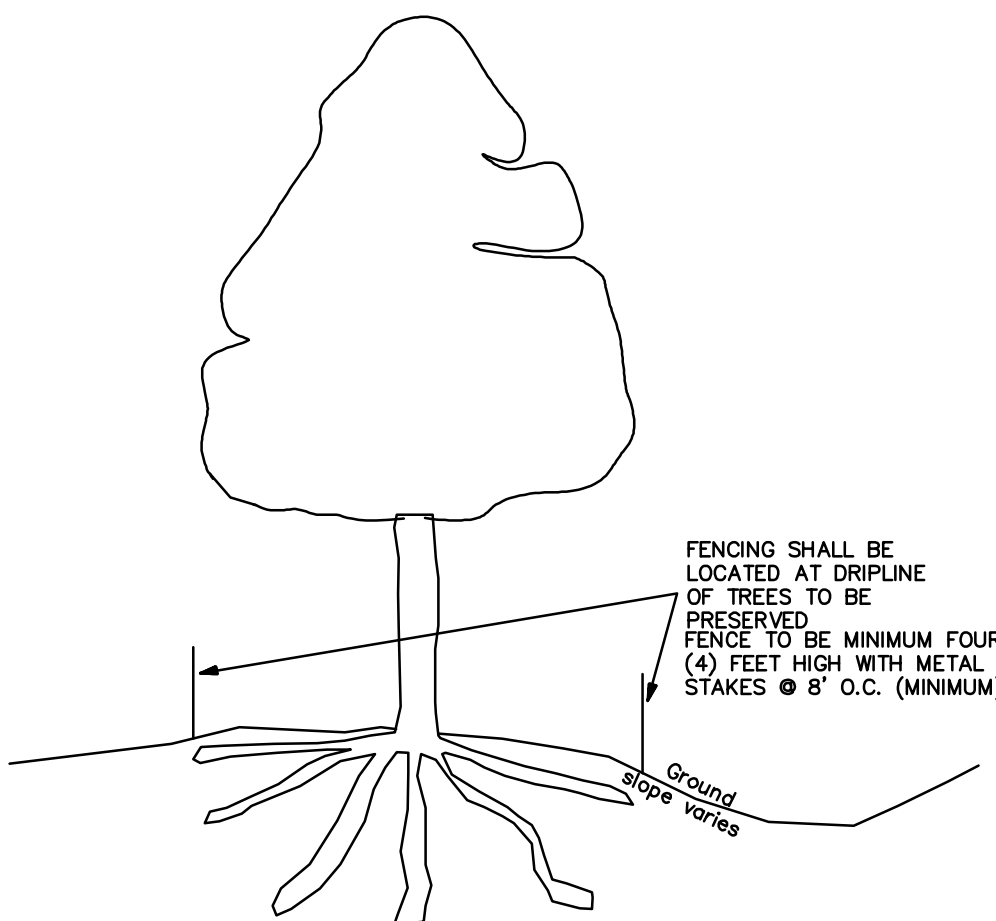
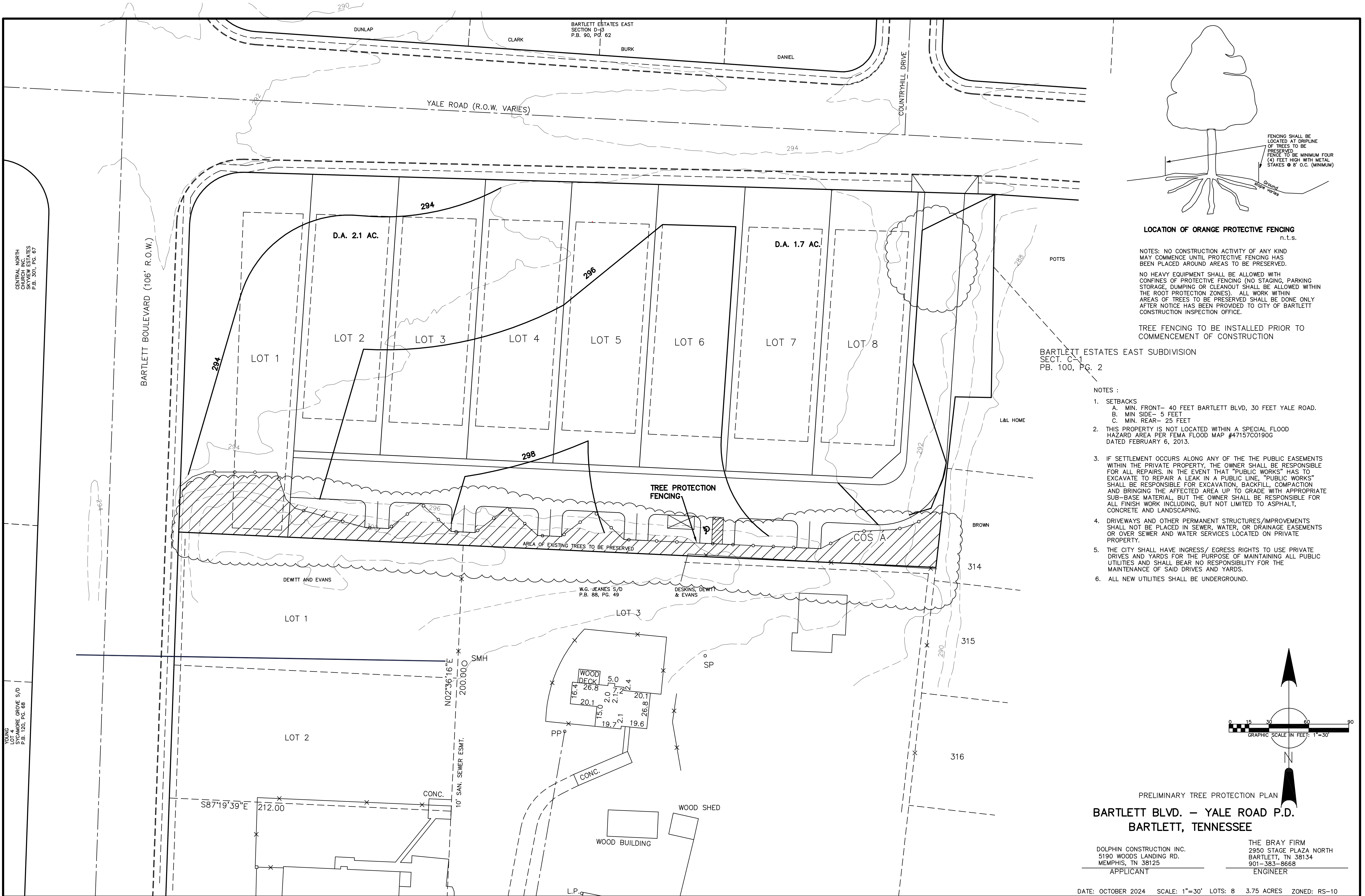
APPLICANT

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668

ENGINEER

DATE: OCTOBER 2024 SCALE: 1"=30' LOTS: 8 3.75 ACRES ZONED: RS-10





LOCATION OF ORANGE PROTECTIVE FENCING
n.t.s.

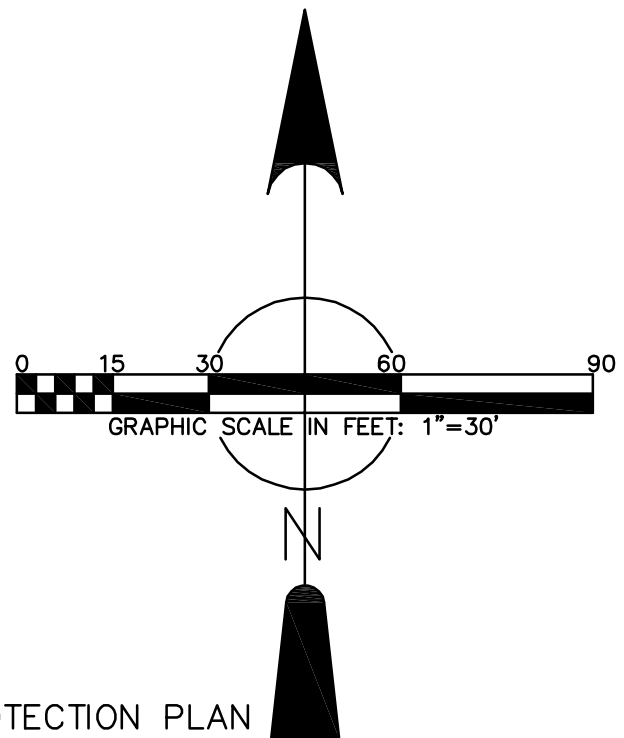
NOTES: NO CONSTRUCTION ACTIVITY OF ANY KIND MAY COMMENCE UNTIL PROTECTIVE FENCING HAS BEEN PLACED AROUND AREAS TO BE PRESERVED.

NO HEAVY EQUIPMENT SHALL BE ALLOWED WITHIN CONFINES OF PROTECTIVE FENCING (NO STAGING, PARKING STORAGE, DUMPING OR CLEANOUT SHALL BE ALLOWED WITHIN THE ROOT PROTECTION ZONES). ALL WORK WITHIN AREAS OF TREES TO BE PRESERVED SHALL BE DONE ONLY AFTER NOTICE HAS BEEN PROVIDED TO CITY OF BARTLETT CONSTRUCTION INSPECTION OFFICE.

TREE FENCING TO BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION

BARTLETT ESTATES EAST SUBDIVISION
SECT. C-1
PB. 100, PG. 2

- NOTES :
1. SETBACKS
A. MIN. FRONT- 40 FEET BARTLETT BLVD, 30 FEET YALE ROAD.
B. MIN SIDE- 5 FEET
C. MIN. REAR- 25 FEET
 2. THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD MAP #47157C0190G DATED FEBRUARY 6, 2013.
 3. IF SETTLEMENT OCCURS ALONG ANY OF THE THE PUBLIC EASEMENTS WITHIN THE PRIVATE PROPERTY, THE OWNER SHALL BE RESPONSIBLE FOR ALL REPAIRS. IN THE EVENT THAT "PUBLIC WORKS" HAS TO EXCAVATE TO REPAIR A LEAK IN A PUBLIC LINE, "PUBLIC WORKS" SHALL BE RESPONSIBLE FOR EXCAVATION, BACKFILL, COMPACTION AND BRINGING THE AFFECTED AREA UP TO GRADE WITH APPROPRIATE SUB-BASE MATERIAL, BUT THE OWNER SHALL BE RESPONSIBLE FOR ALL FINISH WORK INCLUDING, BUT NOT LIMITED TO ASPHALT, CONCRETE AND LANDSCAPING.
 4. DRIVEWAYS AND OTHER PERMANENT STRUCTURES/IMPROVEMENTS SHALL NOT BE PLACED IN SEWER, WATER, OR DRAINAGE EASEMENTS OR OVER SEWER AND WATER SERVICES LOCATED ON PRIVATE PROPERTY.
 5. THE CITY SHALL HAVE INGRESS/ EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.
 6. ALL NEW UTILITIES SHALL BE UNDERGROUND.



PRELIMINARY TREE PROTECTION PLAN
BARTLETT BLVD. – YALE ROAD P.D.
BARTLETT, TENNESSEE

DOLPHIN CONSTRUCTION INC. 5190 WOODS LANDING RD. MEMPHIS, TN 38125 APPLICANT	THE BRAY FIRM 2950 STAGE PLAZA NORTH BARTLETT, TN 38134 901-383-8668 ENGINEER
---	---

- | | | | |
|-----|-----------------------|-----|----------------------------|
| 1. | ELLENBECKER | 50. | JOHNSON |
| 2. | HOPKINS | 51. | TISCIA |
| 3. | FAGAN | 52. | BARRETT |
| 4. | FLY | 53. | PUGH |
| 5. | SMITH | 54. | COMBS |
| 6. | SIMMONS | 55. | MULLINS |
| 7. | CLEM | 56. | BELLUOMINI |
| 8. | HUMPHREY | 57. | KELLUM |
| 9. | WALLACE | 58. | YAMASA |
| 10. | LAINE | 59. | WINEK |
| 11. | DARLING | 60. | GILDART |
| 12. | CASEY | 61. | WONG |
| 13. | NAIK | 62. | MARISE |
| 14. | CHOWBAY | 63. | MARTIN |
| 15. | DUFFY | 64. | US SFE ASSET COMPANY 1 LLC |
| 16. | WARD | 65. | PAFFORD |
| 17. | MARTIN | 66. | AMF LIVING TRUST |
| 18. | LATHAM | 67. | MEADOR |
| 19. | BURTON | 68. | BATES |
| 20. | JIMENEZ | 69. | CURTIS |
| 21. | HESTER | 70. | ENG REVOCABLE TRUST |
| 22. | WALKER | 71. | IMPERIAL |
| 23. | WOODLEY | 72. | BENNETT |
| 24. | BYRD | 73. | MACKECHINE |
| 25. | COURTNEY | 74. | MEWBORN |
| 26. | ROUSSEAU | 75. | JAYNE |
| 27. | BRITTON | 76. | HOWARD |
| 28. | ANDERSON | 77. | GRAY |
| 29. | BUCHHEIT | 78. | WALKER |
| 30. | HOMW SFR BORROWER LLC | 79. | CLARK |
| 31. | WALDRUP | 80. | ORR |
| 32. | MCCLANAHAN | 81. | NORRIS |
| 33. | BRYANT | 82. | BOWLING |
| 34. | JONAKIN | 83. | BROWER |
| 35. | FASMAN | 84. | YOUNG |
| 36. | BOWMAN | 85. | CROWDER |
| 37. | PARKS | 86. | WOOD |
| 38. | HARDIN | 87. | GRANDBERRY |
| 39. | PARKER | 88. | HART |
| 40. | FKH SFR PROPCO D L P | 89. | HIGDON |
| 41. | JONAKIN | 90. | COCHRAN |
| 42. | PRUITT | 91. | COBLENTZ |
| 43. | WHITAKER | 92. | WILLIAMS |
| 44. | VU | 93. | TEAMER |
| 45. | HUNT | 94. | TURNER |
| 46. | BURNS | 95. | BELOTE |
| 47. | BOLDEN | 96. | BUSSEY |
| 48. | JONES | 97. | PINKSTON |
| 49. | YANCEY | 98. | KING |

**PLANNED DEVELOPMENT APPLICATION
0 BARTLETT BOULEVARD
PRIOLA PROPERTY
BARTLETT, TENNESSEE**

PREPARED BY THE BRAY FIRM

LAND DEVELOPMENT SERVICES
2950 STAGE PLAZA NORTH
BARTLETT, TENNESSEE
OCTOBER 3, 2024

TELEPHONE 901-383-8668
E-MAIL dgbray@comcast.net
SCALE 1"=400'

99.	POORE	148.	EMISON
100.	GESWEIN	149.	HILL
101.	HILL	150.	COUNTRY
102.	DUNLAP	151.	BRIDGES
103.	CLARK	152.	LAWSON INVESTMENT LLC
104.	BURK	153.	OVERLY
105.	DANIEL	154.	NORRIS
106.	BOWLAN	155.	ROSE
107.	TROTT	156.	HERTTER
108.	HEINRICH	157.	PARR
109.	MOSLEY	158.	FISHER
110.	RHODES	159.	SCOTT
111.	GILLIAM	160.	WILMOTH
112.	SHEFFEILD	161.	RAIFORD
113.	CAMPOS	162.	WU
114.	ROTZOLL	163.	HICKS
115.	HARRISON	164.	MESSINGER
116.	SMITH	165.	HOME SFR BORROWER LLC
117.	FKH SFR LLP	166.	JONES
118.	GEORGE & JUDY HANNAH TRUST	167.	JOBIN 22 LLC
119.	JOYNER	168.	YAMASA CO LDT
120.	KLOAP	169.	WRIGHT
121.	KRUG	170.	WEST
122.	WYATT	171.	RIGGS
123.	STEWART	172.	STEINBRECHER
124.	SMITH	173.	TARTERA
125.	GUESS	174.	SUTTON
126.	WRIGHT	175.	BREWER
127.	MCCOWN	176.	JONES
128.	BOYD	177.	CARPENTER
129.	GREGORY	178.	KARRER
130.	BELL	179.	SUTTON
131.	VALLON	180.	RUSS
132.	WILLIAMS	181.	CITY OF BARTLETT
133.	SNYDER	182.	CITY OF BARTLETT
134.	GRASSETTE	183.	GRISHAM
135.	BELSHAN	184.	SCOTT
136.	HEARN	185.	LEWIS
137.	MILAM	186.	QUISENBERRY
138.	BRASHER	187.	SNYDER
139.	BIGGS	188.	MARKHAM
140.	HURST	189.	SHIDLER
141.	VANVOORHIS	190.	ANDERSON
142.	COLLINS	191.	LINDLEY
143.	STANDRIDGE	192.	MOMENT
144.	LLYOD	193.	VALLATINI
145.	TUCKER	194.	GOWER
146.	TUCKER	195.	ROOK
147.	MOORE	196.	PEARSON

**PLANNED DEVELOPMENT APPLICATION
0 BARTLETT BOULEVARD
PRIOLA PROPERTY
BARTLETT, TENNESSEE**

PREPARED BY THE BRAY FIRM

LAND DEVELOPMENT SERVICES
2950 STAGE PLAZA NORTH
BARTLETT, TENNESSEE
OCTOBER 3, 2024

TELEPHONE 901-383-8668
E-MAIL dgbray@comcast.net

- 197. CAMPBELL
- 198. WALLACE
- 199. SWENSEN
- 200. ROWELL
- 201. MARTIN
- 202. JONES
- 203. SAYLOR
- 204. COLLINS
- 205. DAVIS
- 206. JACKSON
- 207. LESTER
- 208. BOGUE
- 209. EVANS
- 210. RATZLAFF
- 211. MYERS
- 212. ALEXANDER
- 213. CENTRAL NORTH CHURCH
- 214. CENTRAL NORTH CHURCH
- 215. YOUNG
- 216. McNATT
- 217. McNATT
- 218. MAHR
- 219. BARTLETT PLACE TOWNHOMES HOME-OWNERS ASSOCIATION
- 220. VALENTI DEVELOPMENT GROUP

**PLANNED DEVELOPMENT APPLICATION
0 BARTLETT BOULEVARD
PRIOLA PROPERTY
BARTLETT, TENNESSEE**

PREPARED BY THE BRAY FIRM

LAND DEVELOPMENT SERVICES
2950 STAGE PLAZA NORTH
BARTLETT, TENNESSEE
OCTOBER 3, 2024

TELEPHONE 901-383-8668
E-MAIL dgbray@comcast.net

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

Planning Commission Planned Development Checklist

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

- _____ Plot plan, drawn at a scale no smaller than 1" = 100', showing the following information for each parcel (several parcels may be included on one sheet):
 - _____ Name and location of planned development, name of owner and designer, date, north point, and scale.
 - _____ Location of existing and platted property lines, streets, buildings, water courses, railroads, sewers, bridges, culverts, drain pipes, water mains, easements, and the present zoning classification of the site and adjoining land.
 - _____ Proposed street names and the location and dimensions of proposed streets, drives, alleys, easements, parking areas, parks and other open space, reservations, lot lines, and building setback lines.
 - _____ A drainage plan showing the existing and proposed drainage with contour intervals at not less than two feet. Also, provide flood hazard details when applicable.
 - _____ All dimensions and acreage to the nearest tenth, building locations, number of dwelling units, landscape plans, and other information as may be required by the Planning Commission.
 - _____ Requested uses, including purpose (attach statement, one page maximum).

_____ Buffer planting areas.

- _____ A tree survey by a certified arborist is required if there are trees larger than 6" in diameter on the site.
- _____ A tree protection plan that is signed by a surveyor and arborist showing trees to be removed and saved is required.
- _____ Erosion control plan.
- _____ Location of sewer and water services and water meter sizes.
- _____ Legal description (may be attached to plot plan).
- _____ One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

Vicinity Map

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

Property Owners

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

Include a fee with this application (payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$30 per additional acre to a maximum of \$2,000. The fee is not refundable. Amendment fee is \$300 plus \$30 per additional acre over five to a maximum of \$2,000.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

0 Bartlett Blvd.
Page 1

Dolphin Construction, Inc.
5190 Woods Landing Drive
Memphis, TN 38125

The Bray Firm
2950 Stage Plaza North
Bartlett, TN 38134

Applicant

Engineer

Owner

Donna Dewitt & Jeremy Evens
3338 Bartlett Blvd
Memphis, TN 38134

Zane & Sherry Deskins
3332 Bartlett Blvd
Memphis, TN 38134

Matthew & Jessica Usher
6104 Lessa Ln
Bartlett, TN 38134

S J & Brendella Jenkins
6096 Lessa Ln
Memphis, TN 38134

Amber Lewis
6088 Lessa Ln
Memphis, TN 38134

Norman & Roma Potts
6082 Lessa Ln
Memphis, TN 38134

L & L Home Solutions
3369 Acree St
Bartlett, TN 38134

Chad Brown
3361 Acree St
Bartlett, TN 38134

Michael Skorich
3351 Acree St
Memphis, TN 38134

William & Shelby Eldridge
3343 Acree St
Memphis, TN 38134

Robert & Lindsay Wise
3335 Acree St
Bartlett, TN 38134

Aaron & Lacey Wise
3325 Acree St
Bartlett, TN 38134

Kevin & Louise Cranford
3317 Acree St
Memphis, TN 38134

Dalton Ellenbecker
3316 Acree St
Bartlett, TN 38134co

Millie & Lillie Hopkins & Jessie Swift
3326 Acree St
Bartlett, TN 38134

Sherry & Zane Deskins, Donna Dewitt &
Jeremy Evens
3320 Bartlett Blvd
Memphis, TN 38134

Kelbert & Rebecca Fagan
3336 Acree St
Bartlett, TN 38134

Carol Fly
3344 Acree St
Bartlett, TN 38134

Antonia Smith
3352 Acree St
Bartlett, TN 38134

Larry & Eunice Simmons
6091 Lessa Ln
Memphis, TN 38134

Natalie Clem & Jonathan Bickers
3359 Dabler Pl
Memphis, TN 38134

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

0 Bartlett Blvd.
Page 2

Christopher & Nicole Humphery
3349 Dabler Pl
Bartlett, TN 38134

Linda, Lisa, & Lynette Wallace
3341 Dabler Pl
Memphi, TN 38134

Bryce Laine
3335 Dabler Pl
Bartlett, Tn 38134

Charles & Nancy Darling
3327 Dabler Pl
Memphis, TN 38134

John & Sara Casey
3321 Dabler Pl
Memphis, Tn 38134

Savy Chowbay, Walter Gosein & Puri
Pachi
3328 Dabler Pl
Bartlett, TN 38134

Sandhya Naik Revocable Living Trust &
Savy Chowbey Revocable Living Trust
3322 Dabler Pl
Bartlett, TN 38134

William Duffy
6117 Shelly Lyn Dr
Memphis, TN 38134

Keith & Qwanesha Ward
6129 Shelly Lyn Dr
Bartlett, TN 38134

Charles & Wanda Martin
3335 Venson Dr
Memphis, TN 38134

Jason Latham
3315 Venson Dr
Memphis, TN 38134

Jessica Burton
3321 Venson Dr
Bartlett, TN 38134

Feliciano Jimenez & Eloisa Medina
3317 Venson Dr
Bartlett, TN 38134

Jason & Jennifer Hester
3297 Venson Dr
Bartlett, TN 38134

Sylvester & Salome Walker
6138 Ainsworth St
Bartlett, TN 38134

Christopher & Rachell Woodley
6132 Ainsworth St
Bartlett, Tn 38134

Kathryn Byrd
6126 Ainsworth
St
Bartlett, Tn 38134

COURTNEY FAMIGLIETTI TRU
1890 Linbrook Dr
San Diego, CA 92111

Neal Rousseau
6110 Ainsworth St
Bartlett, TN 38134

Angela & David Britton
6102 Ainsworth St
Bartlett, TN 38134

Stephen Anderson
6094 Ainsworth St
Memphis, TN 38134

Roberta & Brian Buchheit
3306 Acree St
Memphis, TN 38134

Home SFR Borrower LLC
3505 Kroger Blvd
Ste 400
Duluth, GA 30096

Etherl Waldrup
6131 Ainsworth St
Memphis, TN 38134

Ashley Bryant
6111 Ainsworth St
Bartlett, TN 38134

Justin Jonakin
6103 Ainsworth St
Bartlett, TN 38135

David Fasman
445 5th Ave
Apt 21H
New York, NY 10016

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

0 Bartlett Blvd.
Page 3

Mark & Linda Bowman
6087 Ainsworth St
Memphis, TN 38134

Nancy Parks
6079 Ainsworth St
Memphis, TN 38134

Michael & Cindy Harding
6071 Ainsworth St
Memphis, TN 38134

Peggy Parker, Michael & Pamela Yates,
& Jordan Kutz
6063 Ainsworth St
Memphis, TN 38134

FKH SFR Propco D L P
1850 Parkway Pl
Ste 900
Marietta, GA 30067

Patricia Jonakin
6047 Ainsworth St
Bartlett, TN 38134

Toryanica Pruitt
6039 Ainsworth St
Bartlett, TN 38135

Jack Whitaker
5099 Old Summer Rd
Ste C
Memphis, TN 38134

Kevinhieu Vu & Sarah Blanc
3280 Decker St
Bartlett, TN 38134

Jason Hunt & Anna Tang
1622 Begen Ave
Mountain View, CA 94040

Matthew Burns
3534 Waterford Cv
Collierville, TN 38017

Dorothy Bolden
6064 Barkley Cv
Memphis, TN 38135

Robert & Wayne Jones
6068 Barkley Cv
Memphis, TN 38135

Debra & Justin Yancey
6076 Barkley Cv
Memphis, TN 38134

Anthony & Suzi Johnson
6084 Barjley Cv
Memphis, TN 38134

Cheryl Tiscia
6092 Barkley Cv
Memphis, TN 38134

Eleanor Barrett & James & Debra
Hutting
6100 Barkley Cv
Memphis, TN 38134

Richard & Lisa Pugh
6108 Barkley Cv
Memphis, TN 38134

Jennifer & Scott Combs
6114 Barkley Cv
Bartlett, TN 38134

Dawn & James Mullins
6120 Barkley Cv
Bartlett, TN 38135

Charles Hasty
3277 Venson Dr
Bartlett, TN 38134

Bradley & Meghan Belluomini
3258 Decker St
Memphis, TN 38134

James Kellum
6037 Williams Cv
Memphis, TN 38134

Co LDT Yamasa
PO Box 4090
Scottsdale, AZ 85216

David & Cynthia Winek
6065 Barkley Cv
Memphis, TN 38135

Joel & Mildred Gildart
6069 Barkley Cv
Memphis, TN 38134

Danny Wong
6077 Barkley Cv
Memphis, TN 38134

0 Bartlett Blvd.
Page 4

Spencer Marise
2680 Bending Elm Dr
Memphis, TN 38134

Taylor Martin & Patricia Mashburn
6093 Barkley Cv
Bartlett, Tn 38134

US SFE Company 1 LLC
8300 N Mopac Expy
Ste 200
Austin, TX 78759

Christine Pafford
3259 Decker St
Bartlett, TN 38134

AMF Living Trust
3281 Decker St
Bartlett, TN 38134

Gary & Joann Meador
3289 Decker St
Memphis, TN 38134

Bates Family Trust
3297 Decker St
Bartlett, TN 38135

Kendall & Leticia Curtis
3303 Decker St
Bartlett, TN 38134

ENG Revocable Trust
6022 Ainsworth St
Memphis, TN 38134

Imperial Security Service INC
2555 Poplar Ave
Memphis, TN 38112

Jerry & Theresa Bennett
6038 Ainsworth St
Bartlett, TN 38134

Joan Mackechnie
6046 Ainsworth St
Memphis, TN 38134

Brenda Mewborn Trust
6054 Ainsworth St
Memphis, TN 38134

Paul & Cindy Jayne
6062 Ainsworth St
Memphis, TN 38134

Joseph & Devon Howard
6070 Ainsworth St
Bartlett, TN 38134

Michael Gray
6118 Shelly Lyn Dr
Memphis, TN 38134

James Walker
3360 Dabler Pl
Bartlett, TN 38134

Zachary Clark & Katelyn Christian
3370 Dabler Pl
Bartlett, TN 38134

Sarah Orr
3378 Dabler Pl
Bartlett, TN 38134

Shirley Norris
3375 Venson Dr
Memphis, TN 38134

Dale & Lisa Bowling
3363 Venson Dr
Bartlett, TN 38134

John & Denna Brower
3355 Venson Dr
Memphis, TN 38134

Julie & Michael Young
6130 Shelly Lyn Dr
Memphis, TN 38134

James & Carol Crowder
3345 Venson Dr
Memphis, TN 38134

Howard & Cynthia Wood
3374 Venson Dr
Memphis, TN 38135

Clarence & Brenda Grandberry
3364 Venson Dr
Memphis, TN 38134

Eugene & Karen Hart
3356 Venson Dr
Memphis, TN 38135

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

0 Bartlett Blvd.
Page 5

Bobbie Higdon
3348 Venson Dr
Bartlett, TN 38134

Ciara Williams
3316 Venson Dr
Memphis, TN 38134

Stephen & Johnnie Belote
3471 Flintlock Dr
Memphis, TN 38134

David & Victoria King
3443 Flintlock Dr
Memphis, TN 38134

Joseph & Belinda Hill
3417 Flintlock Dr
Bartlett, TN 38134

Steven & Gloria Burk
6041 Kevin Dr
Memphis, TN 38134

Joann Trott
6081 Kevin Dr
Memphis, TN 38135

Michale & Karen Rhodes
6109 Kevin Dr
Memphis, TN 38135

Javier Campos
6139 Kevin Dr
Memphis, TN 38135

Charles & Dixie Cochran
3332 Venson Dr
Memphis, TN 38134

Gene & Anita Teamer
3487 Flintlock Dr
Bartlett, TN 38134

Nicholas Bussey
3463 Flintlock Dr
Bartlett, TN 38135

Robert Poore & Jessica Luna-Vega
3433 Flintlock Dr
Memphis, TN 38134

Timothy & Lisa Dunlap
6023 Kevin Dr
Memphis, TN 38135

Allen & Myrna Daniel
6051 Kevin Dr
Memphis, TN 38135

Carl & Mary Heinrick
6091 Kevin Dr
Memphis, TN 38135

Zachary & Abigale Gilliam
6119 Kevin Dr
Memphis, TN 38135

Anthony & Maureen Rotzoll
6147 Kevin Dr
Memphis, TN 38135

Terry & Patricia Coblenz
405 Elm St
Barnesville, GA 30204

Justin & Kathryn Turner
3479 Flintlock Dr
Bartlett, TN 38134

James Pinkston
3453 Flintlock Dr
Bartlett, TN 38134

Philip Diane Geswein
3423 Flintlock Dr
Memphis, TN 38134

Phillip & Donna Clark
6033 Kevin Dr
Memphis, TN 38134

Jonathan & Connie Bowlad
6069 Kevin Dr
Memphis, TN 38135

Brendan Mosely
6099 Kevin Dr
Memphis, TN 38135

Vivkie Sheffield
6129 Kevin Dr
Bartlett, TN 38135

John & Justis Harrison
6157 Kevin Dr
Memphis, TN 38135

0 Bartlett Blvd.
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Desha & Michael Smith 3410 Josee Ln Memphis, TN 38135	FKH SFR LLC 1850 Parkway Pl Ste 900 Marietta, GA 30067	George & Judy Hannah Revocable L Trust 3428 Josee Ln Bartlett, TN 38135
Douglas & Lisa Joyner 3476 Josee Ln Bartlett, TN 38135	Jaron & Kathryn Kloap 6019 Bartley Rdg Bartlett, TN 38135	Laurence Krug 3474 Flintlock Dr Memphis, TN 38135
Michael & Dorothy Wyatt 3470 Flintlock Dr Memphis, TN 38135	William & Nancy Stewart 3462 Flintlock Dr Memphis, TN 38135	Gary & Terri Smith 3452 Flintlock Dr Memphis, TN 38135
Ricky & Cynthia Guess Revocable Trust 3442 Flintlock Dr Memphis, TN 38135	Jason Wright 1059 Sterling Point Pl Gulf Breeze, FL 32563	Cameron & Robin Mccown 6034 Kevin Dr Memphis, TN 38135
Mario Boyd 6042 Kevin Dr Memphis, TN 38135	Donald & Carol Gregory 3423 Countryhill Dr Memphis, TN 38135	Marcus Bell 3422 Countryhill Dr Bartlett, TN 38135
Sandra & Richard Vallon 3421 Jenny Ln Memphis, TN 38135	Linda Williams 3422 Jenny Ln Memphis, TN 38135	Jeffrey & Cynthia Snyder 6110 Kevin Dr Bartlett, TN 38135
Bradley & Abbie Grassette 6120 Kevin Dr Memphis, TN 38135	Billie & John Belshan 6130 Kevin Dr Memphis, TN 38135	Farmer & Robbie Hearn 4600 Hauaala Rd Kapaa, HI 96746
Heather & Justin Milam 3419 Josee Ln Bartlett, TN 38135	JC Brasher 3429 Josee Ln Bartlett, TN 38135	Matthew & Stefanie Biggs 3437 Josee Ln Bartlett, TN 38135
TOMMY & JESSICA HURST 3447 Josee Ln Memphis, TN 38135	Randall & Kelley Vanvoorhis 3457 Josee Ln Memphis, TN 38135	Patricia Collins 6027 Barkley Rdg Memphis, TN 38135

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

0 Bartlett Blvd.
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HAROLD & PATTY STANDRIDGE
6048 Countryhill Cv
Memphis, TN 38135

Ronald & Carolyn Lloyd
6044 Countryhill Ln
Memphis, TN 38135

Daniel & Anna Tucker
6047 Countryhill Cv
Bartlett, TN 38135

Courtney & Jeremy Tucker
3461 Countryhill Dr
Bartlett, TN 38135

Brian Moore
3449 Countryhill Dr
Bartlett, TN 38135

Sheri, Noah, & Victoria Eminson
3441 Countryhill Dr
Memphis, TN 38134

Andrew & Ainsley Hill
3431 Countryhill Dr
Bartlett, TN 38135

COUNTRY HILL LLC
9670 Memphis Arlington R
Arlington, TN 38002

Jeremy & Cierra Bridges
3431 Jenny Ln
Bartlett, TN 38135

Lawson Investment LLC
275 S Walnut Bend Rd
Ste 100
Cordova, TN 38018

Jonathan & Samantha Overly
3444 Christy Ln
Bartlett, TN 38135

Stephanie Norris & Ian Walsh
3448 Christy Ln
Bartlett, TN 38135

Darryl & Constance Rose
3452 Christy Ln
Memphis, TN 38135

Ryan & Amy Hertter
4700 Wild Fern Dr
Bartlett, TN 38135

Rose Parr
3460 Christy Ln
Memphis, TN 38135

Justin Fisher & Margery Strickland
3464 Christy Ln
Bartlett, Tn 38135

Boswell Scott
3487 Countryhill Dr
Bartlett, TN 38135

Arnold Wilmoth
6054 Countryhill Cv
Memphis, TN 38135

Kenneth & Kristi Raiford
3490 Countryhill Dr
Memphis, TN 38135

Ming-Lun & Xiao Wu
3482 countryhill Dr
Memphis, TN 38135

Jacqueline Hicks & Henry Johnson
3474 Countryhill Dr
Memphis, TN 38135

Michael & Belinda Messinger
3466 Countryhill Dr
Bartlett, TN 38135

Eli & April Jones
3448 Country Hill Dr
Bartlett, Tn 38135

Jobin 22 LLC
3500 S Dupont Hwy
Dover, De 19901

Yamasa CO LTD
Po Box 4090
Scottsdale, AZ 85261

Arron & Annette Wright
3477 Jenny Ln
Bartlett, TN 38135

Daniel & Jennifer West
3469 Jenny Ln
Bartlett, TN 38135

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

0 Bartlett Blvd.
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Donald & Christina Riggs
3459 Jenny Ln
Bartlett, TN 38135

James & Kathryn Steinbrecher
3449 Jenny Ln
Memphis, TN 38134

Alex & Beverly Tartera
3439 Jenny Ln
Memphis, Tn 38135

Nancy Sutton & Debra Forrester
3478 Jenny Ln
Bartlett, TN 38135

Billy Brewer
3470 Jenny Ln
Bartlett, TN 38135

Gene Jones
3460 Jenny Ln
Memphis, Tn 38135

Vernon & Barbara Carpenter
4090 Mimosa Hill Ln
Bartlett, TN 38134

Lori & Matthew Karrer
3457 Christy Ln
Memphis, TN 38135

Travis Sutton
3463 Christy Ln
Memphis, TN 38135

Brenda Russ
3471 Christy Ln
Memphis, TN 38135

William Fowler
3481 Christy Ln
Bartlett, TN 38135

City of Bartlett
6400 Stage Rd
Memphis, TN 38135

Donna Grisham
5932 Pamela Ann Dr
Memphis, TN 38135

Darrell & Imelda Scott
5950 Pamela Ann Dr
Memphis, TN 38135

Jennifer & Jerome Lewis
5960 Pamela Ann Dr
Bartlett, TN 38135

Stokes & Susan Quisenberry Living Trust
5970 Pamela Ann Dr
Memphis, TN 38135

Ruth & Benton Snyder
5980 Pamela Ann Dr
Memphis, TN 38135

Preace & Linda Markham
3452 Pamela Ann Dr
Memphis, TN 38135

Laura & Daniel Shidler
3444 Pamela Ann Dr
Memphis, TN 38135

Pamela Anderson
3434 Pamela Ann Dr
Memphis, TN 38135

Christina Lindley
3426 Pamela Ann
Bartlett, TN 38135

Anthony & Tenika Moment
3418 Pamela Ann Dr
Bartlett, TN 38135

Collin & Rebecca Vallantina
5981 Pamela Ann Dr
Memphis, TN 38135

Gavin Gower
5975 Pamela Ann Dr
Memphis, TN 38135

Wendy Rook
5965 Pamela Ann Dr
Bartlett, TN 38135

Jerry Pearson
5959 Pamela Ann Dr
Bartlett, TN 38135

Marsh & Gwendolyn Campbell
5949 Pamela Ann Dr
Memphis, TN 38135

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)

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Harris & Ann Wallace
5939 Pamela Ann Dr
Memphis, TN 38135

Andrew & Sarah Swensen
5929 Pamela Ann Dr
Bartlett, TN 38135

Thomas & Cynthia Rowell
5919 Pamela Ann Dr
Memphis, TN 38135

Deborah Martin
5937 Pamela Ann Dr
Memphis, TN 38135

Korey & Rita Jones
5943 Pamela Ann
Bartlett, TN 38135

Charles Saylor Trust
5953 Pamela Ann Dr
Bartlett, TN 38135

Willie Collins
5963 Pamela Ann Dr
Memphis, TN 38135

Larry & Rita Davis Revocable Living
Trust
3441 Pamela Ann Dr
Memphis, TN 38135

Martin Lester
5924 Pamela Ann Dr
Memphis, TN 38135

James Bouge
5934 Pamela Ann Dr
Memphis, TN 38135

Celestine Evans
5944 Pamela Ann Dr
Bartlett, TN 38135

Jed & Kenya Ratzlaff
5954 S Pamela Ann Dr
Bartlett, TN 38135

Patrick & Shirley Myers
5964 Pamela Ann Dr
Bartlett, TN 38135

Pamela Alexander
3429 Pamela Ann Dr
Memphis, TN 38135

Stephen Jackson & Frances Coffey
5914 Pamela Ann Dr
Memphis, TN 38135

Central North Church
5955 Yale Rd
Memphis, TN 38135

Larry & Teresa Young
3353 Bartlett Blvd
Bartlett, TN 38135

Jesse & Donna McNatt
3343 Bartlett Blvd
Memphis, TN 38135

Frederick & Jacquelyn Mahr
3323 Bartlett Blvd
Memphis, TN 38135

Bartlett Place Townhomes Home-
Owners Association
3301 Neil Dr
Memphis, TN 38135

Valenti Development Group
2015 Stonegate
TRL 101
Vestavia Hill, AL 35242

Attachment: Bartlett Blvd & Yale Rd PD ORIGINAL Plans (3704 : Set a public hearing for Res. 02-25 Yale Rd/Bartlett Blvd PD)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3705)

Meeting: 01/14/25 06:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock

Initiator: Steve Sones

Sponsors:

DOC ID: 3705

Resolution 03-25, a resolution accepting a donation by Cynthia Price of tract of real property approximately 50 feet wide located at 0 Cedar Road, labeled as Parcel ID B0157 00148Z.

WHEREAS, Cynthia Price has offered to donate to the City of Bartlett a strip of land approximately 50 feet wide containing a footbridge located on Cedar Road, labeled as Parcel ID B0157 00148Z; and

WHEREAS, no goods or services were provided in exchange for said donation; and

WHEREAS, The City of Bartlett is generally authorized to accept donations of real and personal property pursuant to Article II, Section 2(8) of the Bartlett City Charter; and

WHEREAS, The Board of Mayor and Aldermen finds that it is appropriate to accept this generous offer by Cynthia Price

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, in accordance with Article II, Section 2(8) of the Bartlett City Charter, hereby accepts the generous donation by Cynthia Price of a strip of land approximately 50 feet wide of real property located on Cedar Road, labeled as Parcel ID B0157 00148Z.

BE IT FURTHER RESOLVED that the City Clerk is directed to issue a letter to Cynthia Price acknowledging the City's receipt of said donation.

ADOPTED this 14th day of January, 2025.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Prepared by and return to:
 William P. Moss III, Esq.
 Harris Shelton Hanover Walsh, PLLC
 6060 Primacy Pkwy, Suite 100
 Memphis, Tennessee 38119

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **CYNTHIA PRICE** ("Grantor") for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, does hereby bargain, sell, remise, release, quitclaim, and convey unto the **CITY OF BARTLETT, TENNESSEE** ("Grantee") all of her right, title and interest in and to the following described real estate situated and being in Bartlett, Shelby County, State of Tennessee to, wit:

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND INCORPORATED
 HEREIN VERBATIM

Being the same property conveyed to the Grantor herein by Quitclaim Deed of record at Instrument No. 12047198 in the Register's Office of Shelby County, Tennessee.

WITNESS the signature of the said Grantor on this the _____ day of January 2025.

CYNTHIA PRICE

STATE OF _____
COUNTY OF _____

On this _____ day of _____ 2025, before me personally appeared Cynthia Price, known to me to be the person (or proved to me on the basis of satisfactory evidence), who acknowledged that she executed the foregoing instrument as her free act and deed.

WITNESS my hand and Notarial Seal at office this _____ day of _____ 2025.

 Notary Public
 My Commission expires:

RECEIPT ACKNOWLEDGED:

 MAYOR, CITY OF BARTLETT, TENNESSEE

Attachment: quitclaim 0 Cedar Rd (3705 : Res. 03-25, 0 Cedar Road Property Donation)

(FOR RECORDING DATA ONLY)**Property Address:**

0 Cedar Rd
Bartlett, TN 38135

Grantee is exempt from transfer tax pursuant to T.C.A.
§67-4-409(f)(1) and no affidavit of value is necessary
pursuant to T.C.A. § 67-4-409(a)(1)(E).

Property Owner and mail tax bills to:

City of Bartlett, Tennessee
6400 Stage Road
Bartlett, Tennessee 38134

Ward, Block & Parcel Number:

B0157 00148Z

Attachment: quitclaim 0 Cedar Rd (3705 : Res. 03-25, 0 Cedar Road Property Donation)

EXHIBIT A
LEGAL DESCRIPTION

Lying and being in Shelby County, Tennessee to wit:

Being a strip of land fifty (50) feet wide, the center line of which is described as follows:

Beginning at a point in the North line of Betty Jean Subdivision First Addition, said point of beginning being in the centerline of Greenleaf Road, said point also being 963.4 feet eastwardly from the center line of Oak Road as measured along the North line of the said Betty Jean Subdivision; thence Northwardly along the proposed center line of Hill Road as shown on W.C. Wilborn's Ellendale Land Company's Bristol Highway Subdivision to the south line of Cedar Road, said point being 83.5 feet westwardly from a southward projection of the center line of Earlynn Road, measured along the South line of Fourth Road.

Attachment: quitclaim 0 Cedar Rd (3705 : Res. 03-25, 0 Cedar Road Property Donation)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 01/14/25 06:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for replacement of four Sewer Pump Stations (Project: WW -PDC- I/Pump Stations), Contract A.

This project will replace four Sewer Pump Stations. These Sewer Pump Stations are over 25 years old and have reached their "end of life". The stations are: Billy Maher Sewer Pump Station, Rainer Creek Sewer Pump Station, Shadowlawn Sewer Pump Station, and the Valley Sewer Pump Station (Shown on attached ARP Project Map). In 2022, the Engineering Department applied for Federal American Rescue Plan Act (ARPA) Funding distributed through The TN Department of Environment and Conservation (TDEC) and was successful in acquiring the following funding:

Federal ARPA Funding distributed through TDEC: \$3,412,917.00

Required City of Bartlett 35% Match: \$1,194,520.95

Total Federal and Local Match available for this Project: \$4,607,437.95

Attached (WPN23 0743 ARP Memo 20231220) is TDEC's confirmation for the City of Bartlett to utilize these funds for this project. Resolution 33-22 (attached) shows the City's confirmation to utilize these funds for design and construction of this project.

On 11/14/24 the City received bids for this construction Project. The received bids were as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID PRICE</u>
Wagner General Construction	\$3,224,450.00*
Chris Hill Construction	\$3,752,085.00
ABES Contracting	\$4,331,000.00
Grinder Taber Grinder, Inc.	\$10,181,024.20

*Disqualified

This Contract, as well as Bartlett Municipal Code Section 5-107 requires bidders to provide information in their bids to demonstrate their qualifications to undertake this project. Section 5-107 sets forth the process for awarding bids and provides that, "[w]hen determining which vendor shall be awarded a bid . . . , the department head shall not only factor in the lowest bid price, but also the most responsive and responsible vendor prior to awarding the . . . bid." We have conducted our review of Wagner General Construction's bid; the information Wagner provided in support of its bid; and the information provided about the reference projects that Wagner identified in accordance with Section 5-107, focusing not only on the amount of Wagner's bid but also on whether Wagner constitutes the most responsive and responsible

bidder. The information provided by Wagner does not demonstrate that it has sufficient experience performing or supervising work of a similar type, size, or scope as that required for Project WW-PDC-1/Pump Stations (4), Contract A. Moreover, the information provided by Wagner and references identified by Wagner has indicated that Wagner's proposed subcontractor on work areas critical to Project WW-PDC-1/Pump Stations (4), Contract A-has deficiently performed and failed to complete a municipal project for which it was engaged. For these reasons, we have determined that Wagner does not satisfy the requisites of Section 5-107 and advised Wagner by letter that it will not be presented to the Bartlett Board of Mayor and Aldermen as the lowest, responsive and responsible bidder for Project WW-PDC-1/Pump Stations (4), Contract A. A copy of the letter is included in your packets. As Wagner has been disqualified, Chris Hill Construction is the next lowest bidder.

We have conducted our review of Chris Hill Construction's bid; the information Chris Hill Construction provided in support of its bid; and the information provided about the reference projects that it identified in accordance with Section 5-107, focusing not only on the amount of Chris Hill Construction's bid but also on whether Chris Hill Construction constitutes the most responsive and responsible bidder. The information provided by Chris Hill Construction demonstrates that it has sufficient experience performing or supervising work of a similar type, size, or scope as that required for Project WW-PDC-1/Pump Stations. We have determined that Chris Hill Construction is the lowest, most responsive, and responsible vendor and we recommended that its bid in the amount of \$3,752,085.00 be accepted. This is contingent upon approval of the award by the State of Tennessee Department of Environment and Conservation / SWIG; and, upon submission by the Contractor of all the required documents, Certificates of Insurance, Bonds, and upon execution of all necessary certifications. Furthermore, that Mayor David Parsons, be hereby authorized to execute the Contract Documents for the Contract on behalf of the Board of Mayor and Aldermen. Funds are available in Account 312.48312.780.808.

On October 18, 2024 an ad was placed in *The Daily News*. On November 14, 2024, the City received bids which were opened at City Hall.

Recommend awarding WW-PDC-1/Pump Stations (4), Contract A to Chris Hill Construction in the amount of \$3,752,085.00 Funds are available in Account 312.48312.780.808.

NAME OF PROJECT: "WW-PDC-1/PUMP STATIONS (4), CONTRACT A"

BID OPENING: NOVEMBER 14, 2024 at 2:00 P.M.

CONTRACTOR'S NAME: CHRIS-HILL CONSTRUCTION CO., LLC
4749 PLEASANT RUN ROAD
MEMPHIS, TN 38118
(901)767-6312

TENNESSEE LICENSE NO: 08974 UNLIMITED
CLASSIFICATIONS: BC-B; BC-C; HC; HRA; MU
LICENSE EXPIRATION DATE: 04/30/2026

ACKNOWLEDGEMENT OF ADDENDA: **NO. 1, DATED 10/22/24**
 NO. 2, DATED 10/24/24
 NO. 3, DATED 10/25/24
 NO. 4, DATED 10/30/24
 NO. 5, DATED 11/07/24

PLUMBING CONTRACTOR: N/A
HVAC CONTRACTOR: N/A
MASONRY CONTRACTOR: N/A

ELECTRICAL CONTRACTOR:

CONSOLIDATED ELECTRICAL SERVICES, INC.
CONTRACTOR LICENSE NO: 64535
5300 MENDENHALL PARK PL MEMPHIS, TN 38115
EXPIRATION DATE : MAR 31, 2025
CLASSIFICATION : CE \$3,000,000

RECEIVED

NOV 14 2024

City of Bartlett, TN
Mayor's Office

CHRIS-HILL 
CONSTRUCTION COMPANY
CHRIS-HILL CONSTRUCTION COMPANY, LLC
General Contractors
 4749 PLEASANT RUN ROAD
 MEMPHIS, TN 38118

HONORABLE DAVID PARSONS, MAYOR
BARTLETT CITY HALL
6400 STAGE ROAD
BARTLETT, TN 38134-1148

BID ENCLOSED: WW-PDC-1/PUMP STATIONS (4), CONTRACT A

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

DOCUMENT 00300

BID FORM

Project Identification:

This Bid is Submitted to (Name and Address of Owner): CITY OF BARTLETT – 6400 STAGE ROAD,
BARTLETT, TENNESSEE 38134

This Bid is Submitted from (Contractor): Chris-Hill Construction Company, LLC

Bidders License No. 08974

Classification: MU-B; BC-B

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents.
 - (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in paragraph 5.03 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

071924

BID FORM

00300-1

72379

- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (i) Bid shall include all applicable taxes, permits, and fees.

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BID FORM
WW-PDC-1/PUMP STATIONS (4) CONTRACT A
CITY OF BARTLETT

Bidder hereby agrees to furnish all parts, labor and materials necessary for the construction of all items set forth by the attached plans and specifications at the LUMP SUM prices shown for each bid item below.

Item No.	Description of Item	Qty	Unit	Unit Price	Total
1.	Construction and renovation of Billy Maher Pump Station, 5965 Old Brownsville Road, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; bollards; wood fence; and all other related work, complete in every detail and ready for the City's beneficial use as indicated and as specified.	1	LS	<u>\$966,700.00</u>	<u>\$966,700.00</u>
2.	Construction and renovation of Raner Creek Pump Station, 5258 Shelter Run Lane, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pump connection on existing force main; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; and all other related work, complete in every detail and ready for the City's beneficial use as indicated and as specified.	1	LS	<u>\$964,200.00</u>	<u>\$964,200.00</u>
3.	Construction and renovation of Shadowlawn Pump Station, 7805 Old Brownsville Road, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pump connection on existing force main; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; and all other related work,	1	LS	<u>\$937,130.00</u>	<u>\$937,130.00</u>

071924

BID FORM

00300-3

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

	complete in every detail and ready for the City's beneficial use as indicated and as specified.				
Item No.	Description of Item	Qty	Unit	Unit Price	Total
4.	Construction and renovation of Brunswick Valley Pump Station, 8860 Old Brownsville Road, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pump connection on existing force main; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; and all other related work, complete in every detail and ready for the City's beneficial use as indicated and as specified.	1	LS	\$ 868,270.00	\$ 868,270.00
5.	Sod	100	SY	\$ 20.00	\$ 2,000.00
6.	Undercutting Unsuitable Soil	50	CY	\$ 41.00	\$ 2,050.00
7.	Granular in-place backfill material to replace unsuitable soil only	80	TON	\$ 69.00	\$ 5,520.00
8.	Erosion Control	1	LS	\$ 6215.00	\$ 6,215.00

TOTAL BID PRICE, ITEM NOS. 1 through 8 IN WORDS:

THREE MILLION SEVEN HUNDRED FIFTY TWO THOUSAND EIGHTY FIVEDOLLARS AND NO CENTS (\$ 3,752,085.00).BIDDER QUALIFICATIONS included YES NO (CIRCLE ONE)- SEE ARTICLE 3, SECTION C-200, INSTRUCTIONS TO BIDDERS

Each Bidder shall list the appropriate blank spaces below the name of manufacturer of equipment items upon which this bid is based. The Bidder agrees that if awarded this contract; Bidder will:

- (1) Furnish equipment of the manufacturer listed below, unless otherwise approved by the Engineer.
- (2) In each case where equipment is specified by performance and/or description without any manufacturer's name, Bidder will list the name of the manufacturer of the proposed equipment; and agree the Engineer may reject the equipment of the Bidder's listed manufacturer if the Engineer considers that the equipment involved does not comply with the specification requirements or is unsuitable for performing the required functions.

72379

SPECIFICATION SECTION	EQUIPMENT DESCRIPTION	BONA FIDE MANUFACTURER (LIST ONE ONLY FOR EACH ITEM)
Section 02664	Ductile Iron Pipe	<u>CONSOLIDATED PIPE & SUPPLY</u>
Section 02664	Ductile Iron Pipe Fittings	<u>CONSOLIDATED PIPE & SUPPLY</u>
Section 02732	Precast Concrete Structures Supplier	<u>RINKER</u>
Section 02736	Sewage Pump Supplier	<u>GULF STATES ENGINEERING</u>
Section 13000	Check Valve Supplier	<u>GULF STATES ENGINEERING</u>
Section 13000	Gate Valve Supplier	<u>GULF STATES ENGINEERING</u>
Section 11201	Sewage Flow Meter Mfg.	<u>MSK</u>
Section 16230	Package Generator Supplier	<u>CONSOLIDATED ELECTRICAL SERV.</u>
Section 16010	Electrical Subcontractor	<u>CONSOLIDATED ELECTRICAL SERV.</u>
Section 09891	Interior Coatings Subcontractor For Wet Wells	<u>CTA COATINGS</u>
Section 09960	Painting Subcontractor	<u>M&D PAINTING</u>

5. Receipt of the following Addenda is hereby acknowledged: 1, 2, 3, 4, 5
(Insert number of all addenda received; if no addenda received, insert "None").

6. Bidder agrees that the Work: the WW-PDC-1/Pump Stations (4), Contract A, City of Bartlett will be substantially complete within 365 calendar days after the date when the Contract Time commences to run as provided in the Contract Documents, and completed and ready for final payment within 420 calendar days after the date when the Contract Time commences to run.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- (c) Required Bidder's Qualification Statement with supporting data.

72379

8. Communications concerning this Bid shall be addressed to:
- Bidder Danny R. Stoppenhagen
- Mailing Address 4749 Pleasant Run Road Memphis, TN 38118
- Physical Address Same as Mailing
- Telephone 901-767-6312
- Fax 901-767-1323
- Email danny@chrishillconstruction.com
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

If Bidder is:

An Individual_____
(Individual's Name)_____
(SEAL)_____
(Individual's Signature)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership_____
Chris-Hill Construction Company, LLC (SEAL)
(Firm Name)By: Danny R. Stoppenhagen (Signature of General Partner)
Danny R. Stoppenhagen, Chief ManagerBusiness address: 4749 Pleasant Run Road Memphis, TN 38118Phone No.: 901-767-6312A Corporation_____
(Corporation Name)

By: _____

Title: _____
(Signature of person authorized to sign)

(Corporate Seal)

Attest: _____ (Secretary)

(State of incorporation)

Business address: _____

Phone No.: _____



Office: 901.767.6312 ▲ Fax: 901.767.1323 ▲ 4749 Pleasant Run Road ▲ Memphis, TN 38118

Date: 11/14/2024

RE: Binding Authority of Partners

To Whom It May Concern:

As Partners and Chief Managers of Chris-Hill Construction Company, LLC, each of the three individuals listed below is authorized to sign individually or jointly to bind Chris-Hill Construction Co., LLC to an agreement.

Craig A. Christenbury
Jon J. Hill
Danny R. Stoppenhagen

Signed,

Randy S. Lax
Secretary/Treasurer
Chris-Hill Construction Co., LLC

State of Tennessee }
County of Shelby }

Subscribed and sworn before me this 14th day of November, 2024 by

Randy S. Lax



Notary Public Cecelia Hale

My commission expires: 06/03/2026

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

A Joint Venture

_____(SEAL)
(Joint Venture)

By: _____(Signature of Joint Venturer)

(Address)

By: _____(Signature of Joint Venturer)

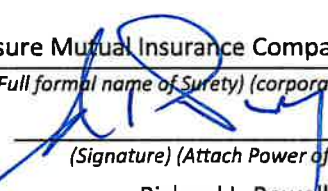
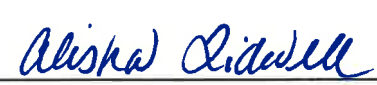
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

BID BOND (DAMAGES FORM)

Bidder Name: Chris-Hill Construction Co., LLC Address (principal place of business): 4749 Pleasant Run Road, Memphis, TN 38118	Surety Name: Amerisure Mutual Insurance Company Address (principal place of business): P.O. Box 9098, Farmington Hills, MI 48333
Owner Name: City of Bartlett Address (principal place of business): 6400 Stage Road Bartlett, Tennessee 38134	Bid Project (name and location): WW-PDC-1/Pump Stations (4), Contract A Bid Due Date: November 14, 2024
Bond Bond Amount: Five Percent of Amount Bid (5%) Date of Bond: November 14, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Chris-Hill Construction Co., LLC By:  (Signature) Name: DANNY R. STOPPENHAGEN (Printed or typed) Title: CHIEF MANAGER	Surety Amerisure Mutual Insurance Company By:  (Signature) (Attach Power of Attorney) Name: Richard L. Powell (Printed or typed) Title: Attorney-in-Fact
Attest:  (Signature) Name: CECELIA HALE (Printed or typed) Title: OFFICE MANAGER	Attest:  (Signature) Name: Alisha Tidwell (Printed or typed) Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

:EJCDC® C-435, Bid Bond (Damages Form).

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and American Society of Civil Engineers. All rights reserved.

- 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
- 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

:EJCDC® C-435, Bid Bond (Damages Form).

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"Revised 10-22-24"
Addendum No.1

Page 2 of 2

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)



AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOSEPH MADDEN III, MARK E. HARRIS, RICHARD L. POWELL, RIC STALLINGS,

KEITH W. BROWN, DANIEL B. DICKENS, COOPER W. PERMENTER,

RICHARD L. POWELL JR. and FORBES HARRIS

of HUB International Mid-South, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

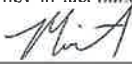
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

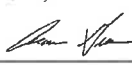
FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:


 Michael A. Ito, Senior Vice President Surety

By:


 Aaron Green, Vice President Surety

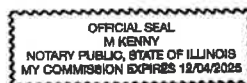


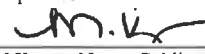
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




 M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of November, 2024.


 Christopher M. Spaude, Chief Financial Officer & Treasurer

License Search and Verification

We are upgrading verify.tn.gov to Public Search. Please visit us here: <https://search.cloud.commerce.tn.gov/>

For best results, please limit the number of search fields. Only exact matches will be displayed. You may need to try different variations of search terms. e.g., "Smith and Smith Construction" and "Smith & Smith Construction." If any name has an apostrophe in it, please replace the apostrophe with a percent sign, entering "Smith's Auto Shop" as "Smith%s Auto Shop."

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

For self-insured workers' compensation, or other reports, please submit to the [Public Record Request form](#).

<< [Click Here To Go Back To The Search Page](#)

License Details

License Status	Active - Fully Licensed
License #	64535
License ID	64535
Expiration Date	Mar 31 2025
Original Date	Mar 29 2011
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	CONSOLIDATED ELECTRICAL SERVICES, INC
City	MEMPHIS
State	TN
Zip Code	38115
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	CE
MONETARY LIMIT	\$3,000,000

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words ▼ e.g. 1606N020Q02



Select Domain

Entity Information

[All Entity Information](#)[Entities](#)[Disaster Response Registry](#)[Responsibility / Qualification](#)[Exclusions](#)

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words
- ☒ All Words
- ☐ Exact Phrase

e.g. 123456789, Smith Corp

"consolidated electrical services" ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates



Reset

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We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

Chris-Hill Construction Co., LLC.

11/14/2024

City of Bartlett - WW-PDC-1 Pump Stations (4) Contract A

Contractor Qualifications - Previous Work

Previous Work:

Project: MLGW Mallory Wash Water Recovery Basin
Owner: Memphis Light, Gas, and Water
Contact Info.: Darren Beal, Lead Engineer - Water Engineering, Memphis, Light, Gas, and Water.
 (901) 636-7124
Year Completed: 2023
Work Description: Construct a new 25' deep 1.1 million gallon concrete water reservoir. Install (2) 27' deep Recycle Water pump stations with submersible pumps and ductile iron pipe. Complete with pump automation and a SCADA system connection.

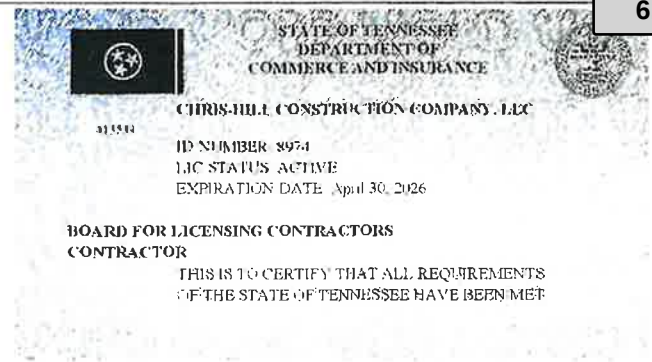
Project: MSCAA -Glycol Management Program - Bridges and Site Construction
Owner: Memphis-Shelby County Airport Authority
Contact Info.: Prudy Edwards, Project Control Specialist MSCAA (901) 344-1650
Year Completed: 2020
Work Description: Installed new 30' deep concrete pumping station structure, (3) 300 Hp Vertical Turbine Pumps, and 1,200 lf of 30" Ø Ductile Iron Piping.

Project: Storm Water Pump Station 54" Pipe Repair
Owner: West Memphis Utility Authority
Contact Info.: Ward Wimbish, WMUA Assistant General Manager (901) 277-9407
Year Completed: 2021
Work Description: Realigned & modified tie-in joints and installed helical anchor & concrete saddle foundations, for four 54"Ø steel forcemain pipes. Bury depth 15' deep.

Project: Cordova Lift Station Repair
Owner: City of Germantown, Public Works Dept.
Contact Info.: Andy Sanders, Assist. Dir. City of Germantown Public Works, (901) 757-7329
Year Completed: 2020
Work Description: Installed refurbished an existing pump station structure (24' deep), installed (2) new 20 Hp sewage pumps & piping, and 70' of 10"Ø Restrained Joint DIP Forcemain. Bury depth 10'.

Project: Water Treatment Plant Improvements
Owner: Town of Rossville TN.
Contact Info.: Tim Verner, Senior Vice President Fisher Arnold Engineering (901)748-1811
Year Completed: 2019
Work Description: Installed a new Aeration System, (3) 30Hp High Service Pumps, and 30' of 8"Ø DIP Flanged Header Piping above grade and 120' of 6" Ø DIP Raw Water piping. Bury depth 5' deep.

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)



CHRIS-HILL CONSTRUCTION COMPANY, LLC
4749 PLEASANT RUN ROAD
MEMPHIS, TN 38118





CHRIS HILL CONSTRUCTION CO

**4749 PLEASANT RUN ROAD
MEMPHIS, TN 38118**

**MEMPHIS AND SHELBY COUNTY
BUSINESS TAX LICENSE**

RECEIPT NUMBER	241009917
LICENSE NUMBER	79503146
THIS LICENSE EXPIRES	05/15/2025
CLASSIFICATION	4

OWNER(S)
CHRIS HILL CONSTRUCTION CO
BUSINESS LOCATION ADDRESS
4749 PLEASANT RUN RD MEMPHIS, TN 38118

**MUST DISPLAY IN A CONSPICUOUS
PLACE**

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

AFFIDAVITS TO BE SUBMITTED WITH BID

DRUG-FREE WORKPLACE AFFIDAVITSTATE OF TENNESSEECOUNTY OF SHELBY

The undersigned, principal officer of Chris-Hill Construction Co., LLC, an employer of five (5) or more employees contracting with City of Bartlett, Shelby County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Chris-Hill Construction Co., LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.


Principal Officer Danny R. Stoppenhagen, Chief Manager

STATE OF TENNESSEECOUNTY OF SHELBY

Before me personally appeared Danny R. Stoppenhagen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 14TH day of November, 20 24.


Notary Public Cecelia Hale

My commission expires: 06/03/2026



**AMERICAN IRON AND
STEEL AFFIDAVIT**

The goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Bidder hereby represents and warrants to and for the benefit of the Purchaser (City of Bartlett) and the State that:

- (a) the Bidder has reviewed and understands the American Iron and Steel Requirement;
- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved; and
- (c) the Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City of Bartlett (Purchaser) or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

STATE OF TENNESSEE

COUNTY OF SHELBY

Name of Bidder Chris-Hill Construction Company, LLC

Name of Principal Officer Danny R. Stoppenhagen, Chief Manager

Signature of Principal Officer *Danny R. Stoppenhagen*
Danny R. Stoppenhagen

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me personally appeared Danny R. Stoppenhagen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 14TH day of November, 2024

Cecelia Hale
 Notary Public Cecelia Hale

My commission expires: 06/03/2026



AFFIDAVIT REGARDING NON-BOYCOTT OF ISRAEL

In compliance with the Contractor Affidavit Regarding Non-Boycott of Israel (State of Tennessee 2022, Public Chapter No. 775, the Act), which became effective on July 1, 2022, certification is required of all bidders on contracts of \$250,000 or greater or when the Contractor has 10 or more employees.

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 hereto certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel as that term is defined in Tenn. Code Ann §12-4-127.

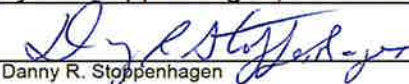
I affirm, under the penalties of perjury, this statement to be true and correct.

STATE OF: TENNESSEE

COUNTY OF: SHELBY

Name of Bidder Chris-Hill Construction Company, LLC

Name of Principal Officer Danny R. Stoppenhagen, Chief Manager

Signature of Principal Officer 
 Danny R. Stoppenhagen

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me personally appeared Danny R. Stoppenhagen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 14TH day of November, 2024


 Notary Public

Cecelia Hale

My commission expires: 06/03/2026



END OF SECTION

SECTION 00801



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

☒ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

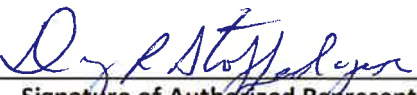
☒ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☒ The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

72379

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	11/14/2024
Signature of Authorized Representative	Date
Danny R. Stoppenhagen, Chief Manager	901-767-6312 / danny@chrishillconstruction.com
Printed Name and Title	Phone Number / Email Address

72379

SECTION 00802

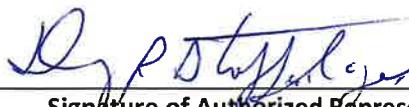


STATE OF TENNESSEE
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- ☒ Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ☒ Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- ☒ Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- ☒ Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	11/14/2024
Signature of Authorized Representative	Date
Danny R. Stoppenhagen, Chief Manager	901-767-6312 / danny@chrishillconstruction.com
Printed Name	Phone Number / Email Address

☐ I am unable to certify to the above statements. Explanation is attached.

071924

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

00802-1

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

Search

All Words ▼ e.g. 1606N020Q02



Select Domain

Entity Information

[All Entity Information](#)[Entities](#)[Disaster Response Registry](#)[Responsibility / Qualification](#)[Exclusions](#)

Filter By

Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

- ☐ Any Words
- ☒ All Words
- ☐ Exact Phrase

e.g. 123456789, Smith Corp

"Chris-Hill Construction Company" x

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates



Reset

**No matches found**

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

[Go Back](#)

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

SECTION 00803



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	
CONTRACTOR LEGAL ENTITY NAME:	Chris-Hill Construction Company, LLC
EDISON SUPPLIER IDENTIFICATION NUMBER:	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo/library/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

Danny R. Stoppenhagen
 Danny R. Stoppenhagen

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Danny R. Stoppenhagen, Chief Manager

PRINTED NAME AND TITLE OF SIGNATORY

11/14/2024

DATE

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)



NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offerers pursuant to the New York State Iran Divestment Act of 2012.”

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

List Date: December 4, 2023

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

- | | |
|--|---|
| 1. Ak Makina, Ltd. | 25. Sinohydro Co., Ltd. |
| 2. Amona | 26. Sinopec Corp. (China
Petroleum & Chemical
Corporation) |
| 3. Bank Markazi Iran (Central Bank
of Iran) | 27. SKS Ventures |
| 4. Bank Mellat | 28. SK Energy Co., Ltd. |
| 5. Bank Melli Iran | 29. Som Petrol AS |
| 6. Bank Saderat Iran | 30. Unipet (China International
United Petroleum & Chemicals
Co., Ltd.) |
| 7. Bank Sepah | 31. Zhuhai Zhenrong Co. |
| 8. Bank Tejarat | |
| 9. China Precision Machinery
Import- Export Corporation
(CPMIEC) | |
| 10. ChinaOil (China National United
Oil Corporation) | |
| 11. China National Offshore Oil
Corporation (CNOOC) | |
| 12. China National Petroleum
Corporation (CNPC) | |
| 13. Indian Oil Corporation | |
| 14. Kingdream PLC | |
| 15. Naftiran Intertrade Co. (NICO) | |
| 16. National Iranian Tanker Co.
(NITC) | |
| 17. Oil and Natural Gas Corporation
(ONGC) | |
| 18. Oil India, Ltd. | |
| 19. Persia International Bank | |
| 20. Petroleos de Venezuela
(PDVSA Petróleo, SA) | |
| 21. PetroChina Co., Ltd. | |
| 22. Petronet LNG, Ltd. | |
| 23. Sameh Afzar Tajak Co. (SATCO) | |
| 24. Shandong FIN CNC Machine
Co., Ltd. | |

72379

SECTION 00804



STATE OF TENNESSEE
CERTIFICATION OF BIDDER
REGARDING
USE OF WOMEN/MINORITY SUBCONTRACTORS
****Construction Projects Only****

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize women/minority owned firms.

Documentation must be on file to show who has been contacted.



I certify that every attempt was made to utilize female/minority contractors on this project.



I am unable to certify to the above statements. Explanation is attached.

	11/14/2024
Signature of Authorized Representative	Date
Danny R. Stoppenhagen, Chief Manager	901-767-6312
Printed Name	Phone Number
danny@chrishillconstruction.com	4749 Pleasant Run Road Memphis, TN 38118
Email Address	Address

Attachment: CHRIS HILL CONSTRUCTION BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

SECTION 00805



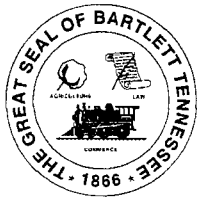
STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

 Signature of Authorized Representative	11/14/2024 Date
Danny R. Stoppenhagen, Chief Manager Printed Name	901-767-6312 / danny@chrishillconstruction.com Phone Number / Email Address



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 33-22

6.5.b

Meeting: 09/13/22 06:00 PM

Department: Engineering

Category: Presentation

Prepared By: John Horne

Initiator: John Horne

Sponsors:

DOC ID: 3211

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

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

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

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

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

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

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

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

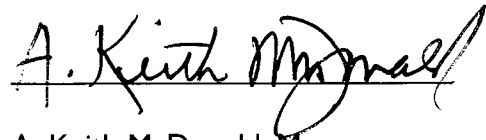
THAT, the City of Bartlett will be responsible for at least the required local match of 35 percent provided in full by the sewer fund; and,

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

Adopted this day of September 13, 2022



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



A. Keith McDonald, Mayor

Attest: 
Penny Medlock, City Clerk

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



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
 William R. Snodgrass - Tennessee Tower
 312 Rosa L. Parks Avenue, 11th Floor
 Nashville, Tennessee 37243-1102

MEMORANDUM

To: Mr. Christopher Marlow, Environmental Manager, TN DWR State Water Infrastructure Grants
 e-copy: christopher.s.marlow@tn.gov

From: Angela Jones, P.E., Manager, Engineering Services Unit, Division of Water Resources

e-sig:

Date December 21, 2023

Re: Transmittal of Preliminary Engineering Report
 City of Bartlett, Shelby County
 Wastewater Project Number 23.0743
 Project: Sewer System Rehabilitation

Receipt is acknowledged on November 28, 2023, of the above-referenced preliminary engineering report. The project is associated with permit TN0065\6800 and consists of renovations to four pumping stations and gravity sewer rehabilitation on the North Bartlett Outfall Sewer.

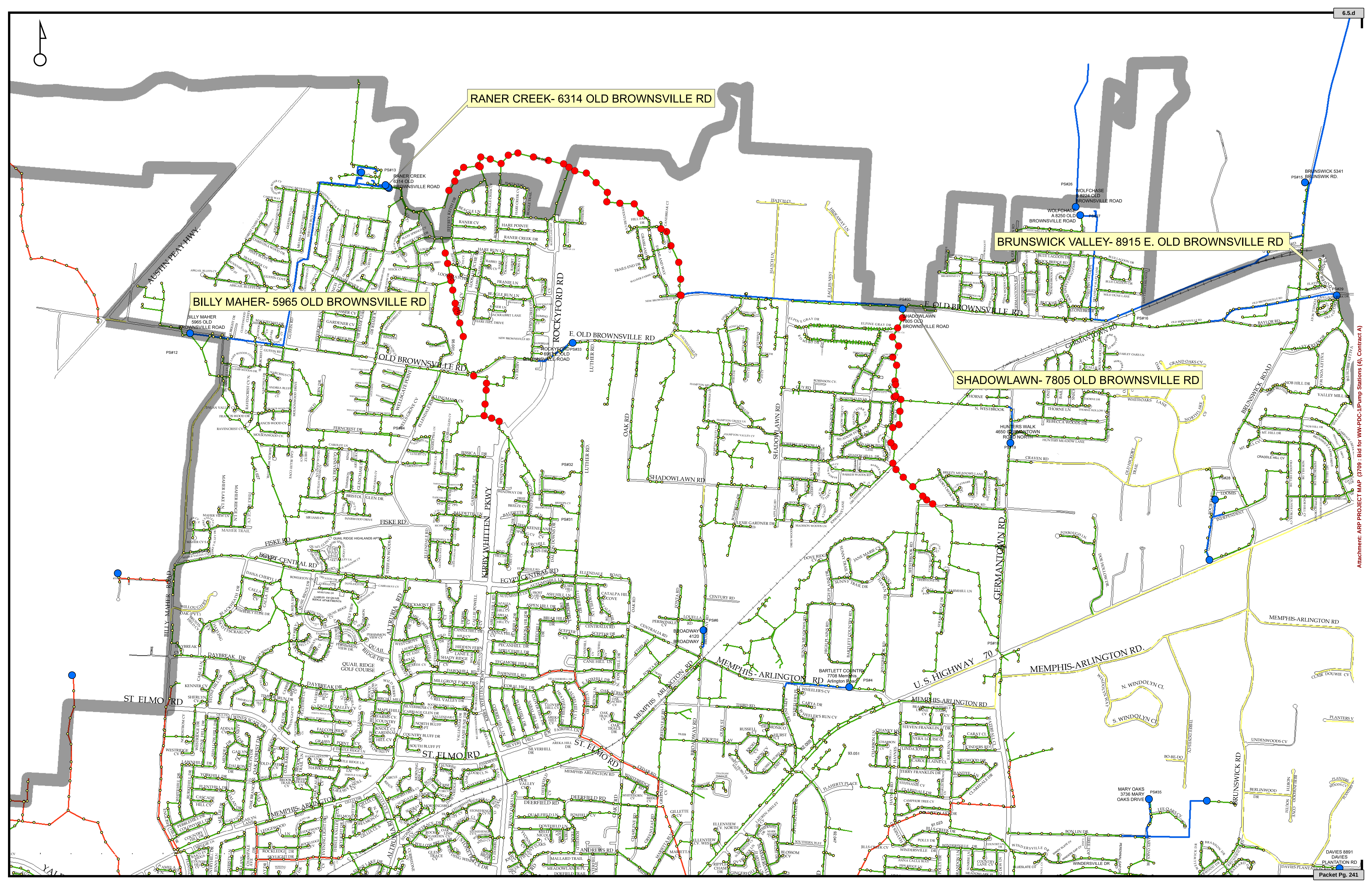
The chosen alternative is to replace the four lift stations with submersible style pumps and to rehabilitation the gravity main with CIPP.

The Engineering Services Unit has no objection to the chosen alternative. The facility should upload this memo and approved files to their ARP grant file.

To expedite matters, please reference the assigned wastewater project number 23.0743 on any future correspondence. If we may be of any assistance, please feel free to contact Mr. Tim Hill, P.E. at (865) 364-9535 or by E-mail at Timothy.Hill@tn.gov.

cc: Water-Based Systems File
 Mr. Ben Pearson, PE, Allen and Hoshall, bpearson@allenhoshall.com
 Ms. Angie Thweatt, Allen and Hoshall, athweatt@allenhoshall.com
 Mr. Kyle Mabry, Program Manager, TDEC Division of Water Resources, kyle.mabry@tn.gov
 Mr. John Horne, City of Bartlett, jhorne@cityofbartlett.org

Attachment: WPN23.0743 ARP Memo 20231220 (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)



RANER CREEK- 6314 OLD BROWNSVILLE RD

BILLY MAHER- 5965 OLD BROWNSVILLE RD

BRUNSWICK VALLEY- 8915 E. OLD BROWNSVILLE RD

SHADOWLAWN- 7805 OLD BROWNSVILLE RD



City of Bartlett

DAVID PARSONS, Mayor

ENGINEERING & UTILITIES

JOHN HORNE - Director and City Engineer

ERIN CAMPBELL - Assistant City Engineer

6.5.e

Mr. Shelton Allen Wagner, Jr.
Wagner General Contractors, Inc.
7540 Bartlett Corporate Drive
Bartlett, Tennessee 38133
Email: allen@wagnergeneral.com

Re: City of Bartlett Project WW-PDC-1/Pump Stations (4), Contract A

Dear Mr. Wagner:

We have completed the review of Wagner General Contractors, Inc.'s bid for Project WW-PDC-1/Pump Stations (4), Contract A. Section C-200, Article 3.01 of the Bid Specifications required bidders to provide the following information in their bids to demonstrate their qualifications to undertake the project:

A. The names, addresses and contact information of at least three (3) references where work and construction techniques similar to this project have been successfully completed by the Bidder.

B. The previous work references shall include at least the following items of work: deep excavations on sites with very limited work space and access; installation of wet wells in deep excavations with limited access; work around active sanitary sewers which must remain in service during construction; ductile iron pipework; connections to existing sanitary sewage facilities; structural concrete forming and placement work; equipment installation; electrical work; control work; site work; EPSC work; traffic control; and similar related items of work.

Wagner's bid included three reference projects: (1) the Audubon and Pine Hill Golf Course Pump Station project for the City of Memphis; (2) the Bayou Gayoso Pump Station Repair; and (3) the Rhodes Concrete Pump. Due to the limited information Wagner provided, the project engineer, Ben Pearson with Allen & Hoshall, requested that Wagner provide the following additional information for the three referenced projects: the owner's name, contact information, and physical address; the contract amount; the designer's name and contact information; the start and completion dates for the project; and the subcontractors involved and their role in the work. Mr. Pearson also asked Wagner to provide the same information for municipal wastewater projects Wagner had completed that showed Wagner's experience with the work items listed in Section C-200, Article 3.01, paragraph B, especially deep excavations and work around active sanitary sewers.

Wagner provided the requested information regarding the Audubon and Pine Hill Golf Course Pump Station project for the City of Memphis, which had a project cost of \$232,200 and was completed in November 2010, and provided partial information on the Rhodes Concrete Pump project, which had a project cost of \$30,700 and was completed after three weeks of work in July 2018. Wagner withdrew the Bayou Gayoso Pump Station Repair project because it was too small to qualify. Wagner provided information regarding a Pump Station project for Judsonia, Arkansas, which is ongoing and not expected to be completed until February 2025, and a Tennessee Valley Authority project at the Allen Fossil Plant in Memphis, which involved the construction of a water treatment plant building and a warehouse but did not involve deep excavations in a limited workspace nor work around an active sanitary sewer system that remained in service during the work.

In response to Mr. Pearson's request for information regarding project experience showing successful completion of municipal wastewater projects requiring work in the particular areas specified in Section C-200, Article 3.01, paragraph B, Wagner did not provide information about projects it had completed that demonstrated experience in the critical areas of work described in the specifications. Rather, Wagner provided information concerning four projects that its proposed subcontractor, Mid-South Construction Services, LLC, had completed. One of those projects was a wastewater treatment plant improvement project for the Jacksonville Wastewater Utility in Jacksonville, Arkansas. Hawkins-Weir Engineers was identified as the project engineer. David Boullie with Hawkins-Weir Engineers was contacted to inquire about the Jacksonville project. Mr. Boullie reported that he was on site during that project and that Mid-South Construction Services failed to complete its contracted work on the project. According to Mr. Boullie, Mid-South Construction Services was to convert four filters but walked off the job after only completing two filters. Fortis Construction completed the work on the two remaining filters. Mr. Boullie further reported that there were major problems with epoxy anchor bolts installed by Mid-South Construction Services—approximately 60% failed hold-down testing and many had to be replaced—and that the Mid-South Construction Services employee in charge of the project was routinely absent from the project for long, random periods.

Section 5-107 of the Bartlett Municipal Code sets forth the process for awarding bids and provides that, “[w]hen determining which vendor shall be awarded a bid . . . , the department head shall not only factor in the lowest bid price, but also the most responsive and responsible vendor prior to awarding the . . . bid.” We have conducted our review of Wagner's bid; the information Wagner provided in support of its bid; and the information provided about the reference projects that Wagner identified in accordance with § 5-107, focusing not only on the amount of Wagner's bid but also on whether Wagner constitutes the most responsive and responsible bidder. The information provided does not demonstrate that Wagner has sufficient experience performing or supervising work of a similar type, size, or scope as that required for Project WW-PDC-1/Pump Stations (4), Contract A. Moreover, the information provided has indicated that Mid-South Construction Services—Wagner's proposed subcontractor on work areas critical to Project WW-PDC-1/Pump Stations (4), Contract A—has deficiently performed and failed to complete a municipal project for which it was engaged. For these reasons, we have determined that Wagner does not satisfy the requisites of § 5-107 and will not be presented to the Bartlett Board of Mayor and Aldermen as the lowest, responsive and responsible bidder for Project WW-PDC-1/Pump Stations (4), Contract A.

Sincerely,



John Horne
City Engineer



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243-1204

September 13, 2024

Mr. Ben Pearson, PE
e-copy: bpearson@allenhoshall.com
Allen & Hoshall
1661 International Drive
Suite 100
Memphis, TN 38120

Subject: **Bartlett**
County: Shelby
Wastewater Project Number: 24.0657
Project: WW-PDC-1 Pump Stations (4) Contract A

Dear Mr. Pearson:

The Tennessee Department of Environment and Conservation, Division of Water Resources, acknowledges the receipt of your construction documents on August 21, 2024.

The project consists of renovation and upgrades of four wastewater pumping stations. The work will include: demolition of existing pumping equipment, wet well modifications, wet well wall coating, new valve vault; new submersible pumps and installation, pipework, standby generators, site work, and electrical and control work. The four lift stations and approximate design flow rates are:

Raner Creek- 1500 gpm
Billy Maher- 1200 gpm
Brunswick Valley- 300 gpm
Shadowlawn- 100 gpm

Approval is granted in accordance with certain requirements of the Water Quality Control (WQC) Act of 1977 and Regulations of the Water Quality Control Board. **On the coversheet(s) of the site's set of plans and specifications, an approval date and its expiration date will be stamped by the Division. Any indication of tampering with the bound set of documents will be subject to investigation and prosecution.** One complete set of construction documents, bearing the official stamp, must be kept at the construction site.

Attachment: WPN24.0657 Approval Letter 20240913 (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

Approval expires one year from the stamped approval date (September 13, 2024) unless construction is either underway or complete. Any request for extension must be made prior to this expiration date. Significant deviations from the approved plan documents must be submitted and approved in writing before such changes are made. Minor changes made during construction need not have prior written approval. Modifications, however, may be required by this Department should the changes be deemed inappropriate. It is therefore advisable to obtain prior approval in cases where the significance of the change is uncertain.

The Division of Water Resources is authorized to inspect the construction work to verify compliance with the approved plans and specifications, which are on the site. Therefore, the engineer shall notify our staff at the Memphis Environmental Field Office by calling (901) 371-3000 before the start of construction.

Approval of these construction documents should not be construed as a permit for any activities related to this project. Activities which may require a permit under the WQC Act and Regulations include, but are not limited to, the following: streambank vegetation removal; creek crossing(s) for equipment or utility lines; construction within twenty (20) feet of a stream bank; construction in or near a marshy area or wetland, and/or land disturbance equal to or greater than one acre. Additionally, this approval does not authorize connection and use of sewer that will cause or contribute to collection system overflow or overload of receiving wastewater treatment facility.

The Memphis Environmental Field Office should also be contacted for determinations regarding whether modification of the existing NPDES or SOP permit, an Aquatic Resource Alteration Permit (ARAP) and/or a National Pollutant Discharge Elimination System (NPDES) construction stormwater permit will need to be obtained prior to the beginning of construction of this project.

The Division's most recent *Design Criteria for Review of Sewage Works Construction Plans and Documents* is available on our website: <https://www.tn.gov/environment/permit-permits/water-permits1/plans-review-and-approval-for-sewage-works-construction-projects.html>.

To expedite matters, please reference the assigned wastewater project number 24.0657 on any future correspondence. If you have any questions, please feel free to contact Mr. Tim Hill, P.E. at (865) 364-9535 or by E-mail at Timothy.Hill@tn.gov.

Sincerely,



Angela Jones, PE, CPM
Manager, Engineering Services Unit

cc: Water-Based Systems File
Mr. Kyle Mabry, Program Manager, TDEC - Division of Water Resources, Kyle.Mabry@tn.gov
Mr. John Horne, City Engineer, City of Bartlett, jhorne@cityofbartlett.org

Attachment: WPN24.0657 Approval Letter 20240913 (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

RECEIVED

6.5.g

NOV 14 2024

City of Bartlett, TN
Mayor's Office

JV-
1:55 p.m.

Wagner General Contractors, Inc.
7540 Bartlett Corporate Drive
Bartlett, TN 38133
Phone #: 901-386-0060 Fax #: 901-383-2736

Tennessee Cert. of Responsibility #00047587

Limit: Unlimited Expires: 07-31-25

Classification: BC-A, BC-B, MU, HRA-A, C, E.2

City of Bartlett
6400 Stage Road
Bartlett, TN 38133

Bid for: WW-PDC-1 PUMPING STATIONS (4),
CONTRACT A 11/14/24

11/07/24 S.A.W.

Bid Date: 10/31/24 @ 2:00 PM

Plumbing

Subcontractor: Mid South Construction Services, LLC

License # 07847

Expiration CMC, HC, MU 5

Classification 05/31/26 2

Mechanical

Subcontractor: N/A

License #

Expiration

Classification

Electrical

Subcontractor: Consolidated Electrical Services, INC.

License # 04535

Expiration 03/31/25

Classification CE

Roofing

Subcontractor: N/A

License #

Expiration

Classification

Masonry

Subcontractor: N/A

License #

Expiration

Classification

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4),

72379

DOCUMENT 00300

BID FORM

Project Identification:

This Bid is Submitted to (Name and Address of Owner): CITY OF BARTLETT – 6400 STAGE ROAD, BARTLETT, TENNESSEE 38134

This Bid is Submitted from (Contractor): Wagner General Contractors, Inc.

Bidders License No. 47587

Classification: BC-A, BC-B, MU, HRA-A, C, E.2

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents.
 - (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in paragraph 5.03 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

72379

- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (i) Bid shall include all applicable taxes, permits, and fees.

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

BID FORM
WW-PDC-1/PUMP STATIONS (4) CONTRACT A
CITY OF BARTLETT

Bidder hereby agrees to furnish all parts, labor and materials necessary for the construction of all items set forth by the attached plans and specifications at the LUMP SUM prices shown for each bid item below.

Item No.	Description of Item	Qty	Unit	Unit Price	Total
1.	Construction and renovation of Billy Maher Pump Station, 5965 Old Brownsville Road, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; bollards; wood fence; and all other related work, complete in every detail and ready for the City's beneficial use as indicated and as specified.	1	LS	<u>\$ 831,000</u>	<u>\$ 831,000</u>
2.	Construction and renovation of Raner Creek Pump Station, 5258 Shelter Run Lane, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pump connection on existing force main; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; and all other related work, complete in every detail and ready for the City's beneficial use as indicated and as specified.	1	LS	<u>\$ 818,000</u>	<u>\$ 818,000</u>
3.	Construction and renovation of Shadowlawn Pump Station, 7805 Old Brownsville Road, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pump connection on existing force main; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; and all other related work.	1	LS	<u>\$ 826,000</u>	<u>\$ 826,000</u>

071924

BID FORM

00300-3

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

	complete in every detail and ready for the City's beneficial use as indicated and as specified.				
Item No.	Description of Item	Qty	Unit	Unit Price	Total
4.	Construction and renovation of Brunswick Valley Pump Station, 8860 Old Brownsville Road, complete, including but not limited to: excavation; possible dewatering; earthwork; grading and site work; erosion control; bypass pump connection on existing force main; bypass pumping system; precast concrete wet well extension; special wet well coating; pumps, pump bases, piping, fittings, valves; combination air release valves; pump control panel; diesel standby generator; valve vault; pipework painting; and all other related work, complete in every detail and ready for the City's beneficial use as indicated and as specified.	1	LS	\$ <u>740,000</u>	\$ <u>740,000</u>
5.	Sod	100	SY	\$ <u>9</u>	\$ <u>900</u>
6.	Undercutting Unsuitable Soil	50	CY	\$ <u>35</u>	\$ <u>1,750</u>
7.	Granular in-place backfill material to replace unsuitable soil only	80	TON	\$ <u>50</u>	\$ <u>4,800</u>
8.	Erosion Control	1	LS	\$ <u>2,000</u>	\$ <u>2,000</u>

TOTAL BID PRICE, ITEM NOS. 1 through 8 IN WORDS:

Three million two hundred twenty four thousand four hundred fifty
DOLLARS AND Zero CENTS (\$ 3,224,450.00).

BIDDER QUALIFICATIONS included YES/NO (CIRCLE ONE)- SEE ARTICLE 3, SECTION C-200, INSTRUCTIONS TO BIDDERS

Each Bidder shall list the appropriate blank spaces below the name of manufacturer of equipment items upon which this bid is based. The Bidder agrees that if awarded this contract; Bidder will:

- (1) Furnish equipment of the manufacturer listed below, unless otherwise approved by the Engineer.
- (2) In each case where equipment is specified by performance and/or description without any manufacturer's name, Bidder will list the name of the manufacturer of the proposed equipment; and agree the Engineer may reject the equipment of the Bidder's listed manufacturer if the Engineer considers that the equipment involved does not comply with the specification requirements or is unsuitable for performing the required functions.

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

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SPECIFICATION SECTION	EQUIPMENT DESCRIPTION	BONA FIDE MANUFACTURER (LIST ONE ONLY FOR EACH ITEM)
Section 02664	Ductile Iron Pipe	<u>Tyler - Union</u>
Section 02664	Ductile Iron Pipe Fittings	<u>McWane</u>
Section 02732	Precast Concrete Structures Supplier	<u>Scarlock Industries</u>
Section 02736	Sewage Pump Supplier	<u>Xylem Flygt</u>
Section 13000	Check Valve Supplier	<u>Pratt</u>
Section 13000	Gate Valve Supplier	<u>American Flow Control</u>
Section 11201	Sewage Flow Meter Mfg.	<u>MJK</u>
Section 16230	Package Generator Supplier	<u>Taylor</u>
Section 16010	Electrical Subcontractor	<u>Consolidated Electrical Service</u>
Section 09891	Interior Coatings Subcontractor For Wet Wells	<u>Mid South Construction</u>
Section 09960	Painting Subcontractor	<u>Mid South Construction</u>

5. Receipt of the following Addenda is hereby acknowledged: 1, 2, 3, 4, 5
 (Insert number of all addenda received; if no addenda received, insert "None").

6. Bidder agrees that the Work: the WW-PDC-1/Pump Stations (4), Contract A, City of Bartlett will be substantially complete within 365 calendar days after the date when the Contract Time commences to run as provided in the Contract Documents, and completed and ready for final payment within 420 calendar days after the date when the Contract Time commences to run.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- (c) Required Bidder's Qualification Statement with supporting data.

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8. Communications concerning this Bid shall be addressed to:

Bidder Wagner General Contractors, Inc.

Mailing Address 7540 Bartlett Corporate Drive, Bartlett, TN 38133

Physical Address 7540 Bartlett Corporate Drive, Bartlett, TN 38133

Telephone 901-386-0060

Fax 901-383-2736

Email allen@wagnergeneral.com

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

72379

If Bidder is:

An Individual_____
(Individual's Name)_____
(Individual's Signature)

(SEAL)

doing business as: _____

Business address: _____

Phone No.: _____

A Partnership_____
(Firm Name)

(SEAL)

By: _____ (Signature of General Partner)

Business address: _____

Phone No.: _____

A Corporation

Wagner General Contractors, Inc. _____ (Corporation Name)

By: _____

Title: Shelton Allen Wagner, Jr., President
(Signature of person authorized to sign)

(Corporate Seal)

Attest: Alicia M. Wagner _____ (Secretary)

Alicia M. Wagner, CFO, Sec/Treasurer

Tennessee

(State of incorporation)

Business address: 7540 Bartlett Corporate Drive

Bartlett, TN 38133

Phone No.: 901-386-0060

72379

A Joint Venture

_____(SEAL)
(Joint Venture)

By: _____(Signature of Joint Venturer)

(Address)

By: _____(Signature of Joint Venturer)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

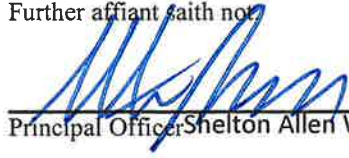
AFFIDAVITS TO BE SUBMITTED WITH BID

DRUG-FREE WORKPLACE AFFIDAVITSTATE OF TennesseeCOUNTY OF Shelby

The undersigned, principal officer of Wagner General Contractors, Inc., an employer of five (5) or more employees contracting with City of Bartlett County government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Wagner General Contractors, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.


Principal Officer Shelton Allen Wagner, Jr., PresidentSTATE OF TennesseeCOUNTY OF Shelby

Before me personally appeared Shelton Allen Wagner, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 31st day of October, 20 24.


Notary Public Sara SaultersMy commission expires: 12/30/25

**AMERICAN IRON AND
STEEL AFFIDAVIT**

The goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Bidder hereby represents and warrants to and for the benefit of the Purchaser (City of Bartlett) and the State that:

- (a) the Bidder has reviewed and understands the American Iron and Steel Requirement;
- (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved; and
- (c) the Bidder will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City of Bartlett (Purchaser) or the State.

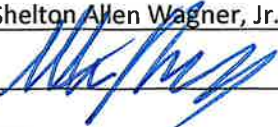
Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

STATE OF Tennessee

COUNTY OF Shelby

Name of Bidder Wagner General Contractors, Inc.

Name of Principal Officer Shelton Allen Wagner, Jr., President

Signature of Principal Officer 

STATE OF Tennessee

COUNTY OF Shelby

Before me personally appeared Shelton Allen Wagner, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 31st day of October, 20_ 24


Notary Public Sara Saulters

My commission expires: 12/30/25



AFFIDAVIT REGARDING NON-BOYCOTT OF ISRAEL

In compliance with the Contractor Affidavit Regarding Non-Boycott of Israel (State of Tennessee 2022, Public Chapter No. 775, the Act), which became effective on July 1, 2022, certification is required of all bidders on contracts of \$250,000 or greater or when the Contractor has 10 or more employees.

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 hereto certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel as that term is defined in Tenn. Code Ann §12-4-127.

I affirm, under the penalties of perjury, this statement to be true and correct.

STATE OF: Tennessee

COUNTY OF: Shelby

Name of Bidder Wagner General Contractors, Inc.

Name of Principal Officer Shelton Allen Wagner, Jr., President

Signature of Principal Officer 

STATE OF Tennessee

COUNTY OF Shelby

Before me personally appeared Shelton Allen Wagner, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 31st day of October, 20_ 24


Notary Public Sara Saulters

My commission expires: 12/30/25



END OF SECTION

Phone # (901) 386-0060



7540 Bartlett Corporate Dr.,
Bartlett, TN 38133

10/31/24

City of Bartlett
6400 Stage Road
Bartlett, TN 38133

RE: WW-PDC-1 PUMPING STATIONS (4), CONTRACT A

To Whom It May Concern,

Below you will find previous Pumping Station project on which we have worked:

City of Memphis - Audubon and Pine Hill Golf Course Pump Station

Bayou Gayoso Pump Station Repair

Rhodes Concrete Pump

If you need further information, please feel free to contact me.

Thank you,

A handwritten signature in blue ink, appearing to read "Shelton Wagner", is written over a light blue circular stamp.

Shelton Allen Wagner, Jr., President

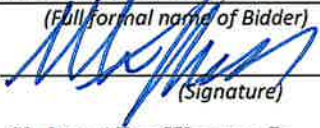
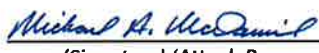
Wagner General Contractors, Inc.

901-386-0060

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

- BUILDING THE MID-SOUTH ONE RELATIONSHIP AT A TIME -

BID BOND (DAMAGES FORM)

Bidder Name: Wagner General Contractors, Inc. Address (principal place of business): 7540 Bartlett Corporate Drive Bartlett, TN 38134	Surety Name: Great American Insurance Company Address (principal place of business): 301 E. Fourth Street Cincinnati, OH 45202
Owner Name: City of Bartlett Address (principal place of business): 6400 Stage Road Bartlett, Tennessee 38134	Bid Project (name and location): WW-PDC-1 Pumping Stations (4), Contract A, City of Bartlett, Bartlett, Tennessee Bid Due Date: October 31, 2024
Bond Bond Amount: Five Percent of Amount Bid (5%) Date of Bond: October 31, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder <u>Wagner General Contractors, Inc.</u> (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>Shelton Allen Wagner, Jr.</u> (Printed or typed) Title: <u>President</u>	Surety <u>Great American Insurance Company</u> (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>Michael A. McDaniel</u> (Printed or typed) Title: <u>Attorney-in-Fact</u>
Attest: <u></u> (Signature) Name: <u>Sara Sauters</u> (Printed or typed) Title: <u>Notary / Admin</u>	Attest: <u></u> (Signature) Name: <u>Hannah Glover</u> (Printed or typed) Title: <u>Bond Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

:EJCDC® C-435, Bid Bond (Damages Form).

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and American Society of Civil Engineers. All rights reserved.

- 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
- 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

:EJCDC® C-435, Bid Bond (Damages Form).

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"Revised 10-22-24"
Addendum No.1

Page 2 of 2

Attachment: WAGNER GENERAL CONTRACTORS INC. BID (3709 : Bid for WW-PDC-1/Pump Stations (4), Contract A)

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than **THREE**

No. 0 21420

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL A. MCDANIEL	ALL OF	ALL
RICHARD H. WHITLEY	MEMPHIS, TENNESSEE	\$100,000,000
JAMES S. BROWN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of NOVEMBER, 2023.



Steph C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 20TH day of NOVEMBER, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of October, 2024



Steph C. B.

Assistant Secretary

