



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, APRIL 8, 2025 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Nicholas Daniel, Providence Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, April 10 at 6 p.m.

YMCA Advisory Board, April 14 at 6 p.m.

BPACC Advisory Board, April 14 at 6 p.m.

Bartlett Arts Council, April 15 at 6 p.m.

Design Review Commission, April 15 at 6:30 p.m.

Board of Zoning Appeals, April 17 at 6:30 p.m.

RECOGNITIONS

Blue and Green Day Proclamation

National Public Safety Telecommunications Week

Employee of the Year Recognitions

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the March 11, 2025 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

I Flashlight Easter Egg Hunt. (Trey Arthur, Director of Code Enforcement)

The event will be held on Friday, April 18 from 7:00 p.m to 9:00 p.m. at Ellendale Baptist Church.

2 Authorization to auction surplus property. (Dick Phebus, Director of Finance)

Two items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

3 Purchase picnic tables and benches. (Paul Wright, Director of Parks and Recreation)

Request authorization to purchase 18 picnic tables and 50 benches for City parks. This purchase is from Mid-South Recreation through Keystone Purchasing Network (KPN) contract #: KPN-202001-03 for a total cost of \$85,850.00. Funds are available in Account 110.44300.939.

4 Purchase a 2025 Chevrolet Silverado Custom Crew Cab. (Matt Crenshaw, Director of Public Works)

Recommend purchasing a 2025 Chevrolet Silverado 1500 crew cab using the State of Tennessee vehicle contract, SWC #84707, from Wilson County Motors for \$43,469.90. Funds are available in Account 510.513000.935.

5 Purchase two 2025 Chevrolet Silverado 1500 LT Crew Cabs. (Matt Crenshaw, Director of Public Works)

Recommend purchasing two 2025 Chevrolet Silverado 1500 LT crew cabs for Water-Wastewater Division using the State of Tennessee vehicle contract, SWC #84707, from Wilson County Motors for \$52,683.55 each total \$105,367.10. Funds are available in Account 510.513000.935.

6 Contract for St Elmo, Old Brownsville, Ellendale, Billy Maher Resurfacing project environmental and design services. (John Horne, Director of Engineering)

Recommend accepting the environmental and design contract proposal from Fisher Arnold in the amount of \$471,260.00. Funds are available in Account 311.48311.772.4581.

NEW BUSINESS

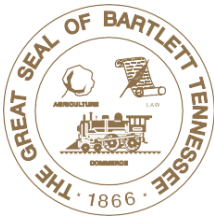
1 Appoint Steve Hogel to City Beautiful Commission. (David Parsons, Mayor)

2 Resolution 12-25, a resolution authorizing the Mayor to execute an Inter-Jurisdictional agreement between the City of Bartlett and the City of Lakeland. (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, MARCH 11, 2025 - 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 James Farmer, The Lord's Church

FUTURE MEETINGS

BPACC Advisory Board, March 18 at 6 p.m.

Design Review Commission, March 18 at 6:30 p.m.

RECOGNITIONS

Elmore Park Middle School Boys' Basketball Team

Mayor Parsons recognized the following for winning the TMSAA State Championship: Freeman Agee, Octavius Anderson, Quinton Beauregard, King Bullard, Jordan Crawford, Mitchell Easter, Grant Griffin, Chase Kee, Ryan Nelson, Kollin Patterson, Ladarian Pittman, Russell Randall, Frankie Stinson, Elijah Turner, Maalik Williamson, Assistant Coaches, Mark Freeman, Frankie Stinson, Marcus Taylor, and Head Coach- Jevonte Holmes.

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

MINUTES ACCEPTANCE

Minutes of the February 25, 2025 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

Minutes Acceptance: Minutes of Mar 11, 2025 6:00 PM (MINUTES ACCEPTANCE)

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.

- I. 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.

No one spoke in favor or opposition.

Adjourned at 6:11 p.m.

UNFINISHED BUSINESS

- I **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)**

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

CONSENT AGENDA

Alderman David Reaves removed the Bartlett Bayou Bash Crawfish Festival from the Consent Agenda due to a conflict of interest.

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

- I **Special event permit for Memphis Classic Chevy Club Car Show. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Saturday, May 10 from 7:00 a.m. to 4:00 p.m. at W.J. Freeman Park.
- 2 **Special event permit for Running of the Rams 5K Run/Walk. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Friday, April 25 from 4:00 p.m. to 10:00 p.m. at Oak Elementary School.

3 Special Event Permit for Blues and BBQ Memorial. (Trey Arthur, Director of Code Enforcement)

The event will be held on Saturday, March 29 from 1:00 p.m. to 4:00 p.m. at Memphis Funeral Home and Memorial Gardens located at 3700 N. Germantown Road.

4 Treasurer's Report for January 2025. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$100,937,114
Year-to-date Expenditures	\$ 62,612,687
Budgeted Revenues	\$100,937,114
Year-to-date Revenues	\$ 60,013,213

NEW BUSINESS

I Special event permit for Bartlett Bayou Bash Crawfish Festival. (Trey Arthur, Director of Code Enforcement)

The event will be held on Saturday, March 29 from 11:00 a.m. to 7:00 p.m. at the A. Keith McDonald Pavilion in W.J. Freeman Park.

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

2 Appoint Lisa Ernest to the Pension Board and to The Retirement Plan Committee. (David Parsons, Mayor)

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

3 Appoint Dustin Stewart as an Interim to the Pension Board and to The Retirement Plan Committee. (David Parsons, Mayor)

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

Minutes Acceptance: Minutes of Mar 11, 2025 6:00 PM (MINUTES ACCEPTANCE)

4 Resolution 9-25, Amendment No. 1 to the Amended and Restated Retirement System of the City of Bartlett Defined Benefit Plan. (Lori Bokel-Amin, Chief Human Resources Officer)

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 Resolution 10-25, a resolution to amend the Fiscal Year 2025 General Fund Budget to appropriate \$100,000 for peace officer supplement pay for police department certified personnel. (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

6 Resolution 11-25, a resolution to amend the Fiscal Year 2025 General Fund Budget to appropriate \$76,000 for education incentive pay for fire department personnel. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Kathleen Bearden, 5503 Wakefield Cove, requested a copy of the resolution regarding recent Charter amendments.

Laura Hess, 4989 Rabbit Chase Lane, voiced concerns about her neighbor's pool and flooding in her yard.

ADJOURNMENT

Meeting adjourned at 6:37 PM

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

David Parsons, Mayor

Minutes Acceptance: Minutes of Mar 11, 2025 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/08/25 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Laura Jenkins
Department Head: Trey Arthur

Flashlight Easter Egg Hunt.



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

3861 Broadway 38135
 Address Zip Code

04.18.25 7:00 - 9:00 p.m.
 Dates of the Event Hours of the Event

Flashlight Easter Egg Hunt
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Ellendale Baptist Church
 Property Owner

Stuart McCollough 3632 Oak Rd Bartlett
 Special Event Permit Applicant Address of Applicant

901.438.1020
 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

<u>\$60.00</u>	Special Event Fee
<u>\$5.00</u>	Permit Issuing Fee
<u>\$7.00</u>	Software Fee
<u>\$</u>	2% Credit Card Fee
<u>\$</u>	Total Permit Fee

Stuart McCollough Stuart McCollough 3.26.25
 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.

Special Event Checklist

Event: Flashlight Easter Egg Hunt
 Location: 3861 Broadway Rd. Bartlett 38135
 Dates: 4.18.25

Type of special event: (Check one.)

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

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

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



3861 Broadway Rd

 Save  Add label  Share  Edit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2025

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 Clay and Land Insurance, Inc. 866 Ridgeway Loop Rd Suite 200 Memphis TN 38120	CONTACT NAME: Caylee Zuk PHONE (A/C, No, Ext): (901) 767-3600 FAX (A/C, No): E-MAIL ADDRESS: czuk@clayandland.com INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co. of America NAIC # 12572 INSURER B: Selective Insurance Co of Southeast 39926 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ELLENDALE BAPTIST CHURCH PO BOX 487 ELLENDALE TN 38029-0487	

COVERAGES **CERTIFICATE NUMBER:** CL254396949 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			S 2588889	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY			S 2588889	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			S 2588889	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9106985	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

City of Bartlett 6400 Stage Road Bartlett TN 38134	
--	--

CANCELLATION

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

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Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 04/08/25 06:00 PM
Department: Finance
Category: Budget
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Parks		Brent Pottery Wheel	Brown	
Parks		Brent Pottery Wheel	Brown	

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. These items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above items.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/08/25 06:00 PM
Department: Parks and Recreation
Category: Purchase
Prepared By: Penny Medlock
Department Head: Paul Wright

Purchase picnic tables and benches.

QUOTE

Quote Date: March 14, 2025

Mid-South Recreation, Inc.
1255 Lynnfield Road; Suite 259
Memphis, TN 38119
 (p) 901-754-0905
 1-800-576-5846

Bill To:

Bartlett Parks & Recreation
Attn: Jimbo Draffin

Ship To:

TBD

Your #	Our #	Sales Rep	FOB	SHIP VIA	Terms	Ship Time
901-385-5590	901-268-7807	Mid-South Recreation	Factory	Common Carrier	Net 20 Days	8 Weeks

Qty.	Item	Description	Unit Price	Total
		RECYCLED PLASTIC OPTION	KPN \$	KPN \$
50	88-60PL	6' long bench with back, Surface Mount , recycled Plastic slats.	\$1,038.00	\$51,900.00
10	77-60PLC	6'long picnic table, portable , recycled plastic slats	\$1,487.00	\$14,870.00
8	77-68-1PLC	ADA picnic table, portable , recycled plastic slats	\$1,760.00	\$14,080.00
		*Colors: Black Frames, Cedar Recycled Plastic Slats		
		*KPN Contract # KPN-202001-03		
		*Prices are for materials only.		
		*Purchase and payment needs to be made to:		
		Mid-South Recreation, Inc.		

We are pleased to submit the above quotation for your consideration. Should you place an order be assured it will receive our prompt attention. This quote is valid for 30 days and is subject to change without notice.

ACCEPTED: _____ DATE: _____

Thank You!

Subtotal	\$80,850.00
Freight	\$ 5,000.00
Tax	Exempt
Bal Due	\$85,850.00

Attachment: Bartlett PR-KPN-Option A (3747 : Purchase of Picnic Tables and Benches)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/08/25 06:00 PM

Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase a 2025 Chevrolet Silverado Custom Crew Cab.



Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

570. @ 3000.95

Crew Cab

2025 1500 4x4 Custom Crew City of Bartlett

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom



43,469.90

Attachment: Specs- 2025 1500 Crew Cab 4x4 Custom- Water-Wastewater (3749 : Purchase 2025 Chev. Silverado Crew Cab)

**Wilson County Motors SWC# 84707 Vendor# 0000000869**

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Wilson County Motors SWC# 84707 Vendor# 0000000869**Prepared By:**

Danielle Rodriguez

Wilson County Motors SWC# 84707 Vendor# 0000000869

615-444-9642

danielle@wilsoncountyauto.com

Attachment: Specs- 2025 1500 Crew Cab 4x4 Custom- Water-Wastewater (3749 : Purchase 2025 Chev. Silverado Crew Cab)

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Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✓ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$45,405.30	\$49,300.00
Total Options	(\$3,930.40)	(\$145.00)
Vehicle Subtotal	\$41,474.90	\$49,155.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$43,469.90	\$51,150.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	3800 lbs
Rear Gross Axle Weight Rating:	3800 lbs
Gross Vehicle Weight Rating:	7000.00 lbs

Attachment: Specs- 2025 1500 Crew Cab 4x4 Custom- Water-Wastewater (3749 : Purchase 2025 Chev. Silverado Crew Cab)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (Complete)

Technical Specifications

Attachment: Specs- 2025 1500 Crew Cab 4x4 Custom- Water-Wastewater (3749 : Purchase 2025 Chev. Silverado Crew Cab)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" Custom	\$45,405.30	\$49,300.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

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
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb -ft of torque [583 Nm] @ 3000 rpm) (STD) *GROSS*	0.00 lbs	0.00 lbs	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MFC	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GU6	Rear axle, 3.42 ratio	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

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

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
NZP	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Bright Silver painted aluminum (STD)	15.00 lbs	15.00 lbs	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QAB	Tires, 275/60R20 all-season, blackwall (STD)	13.00 lbs	13.00 lbs	\$0.00	\$0.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

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

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (Complete)

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
—	Option/package discount (Requires (L3B) TurboMax engine, (STH) Rally Edition or (PCW) TurboMax Blackout Package.) *DISCOUNT*	0.00 lbs	0.00 lbs	(\$1,188.00)	(\$1,350.00)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
G80	Auto-locking rear differential	0.00 lbs	4.00 lbs	\$347.60	\$395.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Assist	Assistance	0.00 lbs	0.00 lbs	(\$3,900.00)	\$0.00
Fed Tire	Federal Tire Fee	0.00 lbs	0.00 lbs	\$10.00	\$10.00
Service	Service Fee	0.00 lbs	0.00 lbs	\$800.00	\$800.00
Options Total		28.00 lbs	32.00 lbs	(\$3,930.40)	(\$145.00)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Custom Value Package includes (PCX) Custom Convenience Package and (Z82) Trailer Package

Custom Convenience Package includes (BTV) Remote Start with (UTJ) content theft alarm, (C49) rear-window defogger, (UF2) bed LED cargo area lighting and (QT5) EZ Lift power lock and release tailgate (Included and only available with (PDX) Custom Value Package.)

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD)

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Rear axle, 3.42 ratio

Push Button Start

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, High Capacity

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

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

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 20" x 9" (50.8 cm x 22.9 cm) Bright Silver painted aluminum (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

Exterior

Tires, 275/60R20 all-season, blackwall (STD)

Tire, spare 255/80R17SL all-season, blackwall

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumper, front (Body-color.)

Bumper, rear (Body-color.)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside heated power-adjustable

Glass, deep-tinted

Door handles, Black

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, gate function manual with EZ Lift includes power lock and release

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

SiriusXM Trial Subscription (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.)

Audio system feature, 6-speaker system

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

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

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Cloth

Seat adjuster, driver 10-way power including lumbar

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering column lock, electrical

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Remote vehicle starter system

Cruise control, electronic with set and resume speed, steering wheel-mounted

Theft-deterrent system, unauthorized entry

Power outlet, front auxiliary, 12-volt

Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)

USB Ports, 2, Charge/Data ports located on instrument panel

USB ports, rear, dual, charge-only

Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet)

Air conditioning, single-zone manual

Air vents, rear, heating/cooling

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

Interior

Defogger, rear-window electric

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes 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.)

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

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.)

HD Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder

Rear Seat Belt Indicator

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

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✔ Complete)

Safety-Interior

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 menu

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

WARRANTY

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

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Silverado TurboMaxTM engines, 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: Silverado TurboMaxTM engines, 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

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Custom (✓ Complete)



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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/08/25 06:00 PM

Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase two 2025 Chevrolet Silverado 1500 LT Crew Cabs.



Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

2025 1500 LT City of Bartlett Public Works

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT



Attachment: Updated Specs- (2) Two 2025 LT Crew Cabs - Water- Wastewater (3750 : Purchase two 2025 Chev. Silverado 1500 LT Crew Cabs)

**Wilson County Motors SWC# 84707 Vendor# 0000000869**

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Wilson County Motors SWC# 84707 Vendor# 0000000869**Prepared By:**

Danielle Rodriguez

Wilson County Motors SWC# 84707 Vendor# 0000000869

615-444-9642

danielle@wilsoncountyauto.com

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Data Version: 25099. Data Updated: Mar 31, 2025 7:03:00 PM PDT.



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Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$49,011.80	\$53,800.00
Total Options	\$1,676.75	\$6,128.75
Vehicle Subtotal	\$50,688.55	\$59,928.75
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$52,683.55	\$61,923.75

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	3800 lbs
Rear Gross Axle Weight Rating:	3800 lbs
Gross Vehicle Weight Rating:	7100.00 lbs

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

Technical Specifications

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK10543	2025 Chevrolet Silverado 1500 4WD Crew Cab 147" LT w/1LT	\$49,011.80	\$53,800.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

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 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	111.00 lbs	0.00 lbs	\$1,403.60	\$1,595.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MHS	Transmission, 10-speed automatic with Electronic Transmission Range Selector, (ETRS), electronically controlled with overdrive, tow/haul mode and steering column paddle shifters. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine and (A50) bucket seats.)	17.00 lbs	4.00 lbs	\$0.00	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine without (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (LZ0) Duramax 3.0L Turbo-Diesel I6 engine.)	0.00 lbs	3.00 lbs	Inc.	Inc.

PREFERRED EQUIPMENT GROUP

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

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
NZN	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Painted aluminum with machine face and Grazen Painted pockets (Included with (PDD) All Star Edition Plus or (PDP) Texas Edition Plus.)	15.00 lbs	15.00 lbs	\$968.00	\$1,100.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QAE	Tires, 275/60R20SL all-terrain, blackwall (Includes (QAQ) spare tire.)	12.00 lbs	12.00 lbs	\$352.00	\$400.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QAQ	Tire, spare 255/80R17SL all-season, blackwall (Included and only available with 20" or 22" wheels and tires.)	0.00 lbs	0.00 lbs	Inc.	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
A50	Seats, front bucket with center console (Includes (EPH) Electronic Transmission Range Selector (console mounted). Not available with (L3B) TurboMax engine.)	-27.00 lbs	-18.00 lbs	\$576.40	\$655.00

SEAT TRIM

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

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	2.00 lbs	1.00 lbs	\$0.00	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
EPH	Shifter, Electronic Transmission Range Selector includes steering column paddle shifters (Included and only available with (A50) bucket seats.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs	Inc.	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (NHT) Max Trailering Package, (VYU) Snow Plow Prep Package, (LZ0) Duramax 3.0L Turbo-Diesel I6 engine or (L3B) TurboMax engine.)	-2.00 lbs	0.00 lbs	\$0.00	\$0.00
Z60	Suspension Package, High Capacity (Included and only available with 20" or 22" wheels.)	0.00 lbs	0.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
D07	Center Console, floor-mounted with cup holders, Wireless Charging, power cord management, hanging file folder capability; includes removable storage tray (Included and only available with (A50) bucket seats. Includes (EPH) Electronic Transmission Range Selector (console mounted).)	17.00 lbs	11.00 lbs	Inc.	Inc.
K4C	Wireless Charging (Included and only available with (A50) bucket seats. Not compatible with all phones. Compliant batteries include Qi and PMA technologies. Reference Mobile devices manual to confirm what type of battery it uses.)	1.00 lbs	0.00 lbs	Inc.	Inc.
UBC	USB Ports, 2, Charge/Data ports located inside center console (Included and only available with (A50) bucket seats.)	0.00 lbs	0.00 lbs	Inc.	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
VXH	LPO, Assist steps, chromed tubular, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	25.00 lbs	25.00 lbs	\$748.00	\$850.00

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
VQ2	Fleet Processing Option	0.00 lbs	0.00 lbs	\$0.00	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
Aftermkt	Spray In Bedliner	0.00 lbs	0.00 lbs	\$718.75	\$718.75
Assist	Assistance	0.00 lbs	0.00 lbs	(\$3,900.00)	\$0.00
Fed Tire	Federal Tire Fee	0.00 lbs	0.00 lbs	\$10.00	\$10.00
Service	Service Fee	0.00 lbs	0.00 lbs	\$800.00	\$800.00
Options Total		171.00 lbs	53.00 lbs	\$1,676.75	\$6,128.75

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✓ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

All Star Edition (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered. Dealers in the following states may order (TUF) Texas Edition badging: Arkansas, Louisiana, New Mexico, Oklahoma and Texas.)

Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (N57) wrapped steering wheel, (KI3) heated steering wheel, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (AVJ) Keyless Open and Start, (BTV) Remote Start, (UTJ) content theft alarm, (N37) Steering column, manual tilt and telescoping and (UF2) LED Cargo Area Lighting (Upgradeable to (A50) bucket seats and includes (D07) center console. Some content is deleted when (RG4) Fleet LT Base Content Package Delete is ordered. The deleted content is as follows; (CJ2) Air conditioning, (A2X) Seat adjuster, (KA1) Seating, heated driver and front outboard passenger, (KI3) Steering wheel, heated, (N37) Steering column, manual tilt and telescoping, and (UF2) LED Cargo Area Lighting.)

Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Rear axle, 3.42 ratio (Included with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailing Package.)

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Auto-locking rear differential

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included and only available with (L3B) TurboMax engine, (LZ0) Duramax 3.0L Turbo-Diesel I6 engine, (VYU) Snow Plow Prep Package or (NHT) Max Trailing Package.)

Trailer brake controller, integrated

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

Mechanical

Recovery hooks, front, frame-mounted, Black (Included with 4WD models only.)

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

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

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare (Standard on models built after November 25, 2024. Not available with CC10543 model when ordered with (L84) 5.3L EcoTec3 V8 engine unless also ordered with (NHT) Max Trailering Package.)

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumper, front chrome

Bumper, rear chrome

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, LED reflector with LED signature Daytime Running Lamps and Amber tracer animation

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)

LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Taillamps with incandescent tail, stop and reverse lights

Mirrors, outside heated power-adjustable (When (PQB) Safety Package is ordered, includes (U12) Perimeter Lighting.)

Mirror caps, chrome (Not available with (DPO) trailering mirrors.)

Glass, deep-tinted

Door handles, body-color

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

Exterior

Tailgate and bed rail protection cap, top

Tailgate, standard

Tailgate, gate function manual with EZ Lift includes power lock and release

Entertainment

Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)

SiriusXM Trial Subscription

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.)

Audio system feature, 6-speaker system

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone, connectivity to vehicle infotainment system

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

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Remote Start Package includes (BTV) Remote Start, (UTJ) content theft alarm and (C49) rear-window defogger (Included with (PCL) Convenience Package. Available as a free flow when (RG4) Fleet LT Base Content Package Delete is ordered.)

Seat trim, Cloth

Seat adjuster, driver 10-way power including lumbar (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Seat adjuster, passenger 4-way manual

Seating, heated driver and front outboard passenger (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when (BKF) Floor liners or LPO floor liners are ordered.)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

Interior

Steering wheel, wrapped

Steering wheel, heated (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Steering wheel audio controls

Steering column, manual tilt and telescoping (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered.)

Steering column lock, electrical

Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote vehicle starter system

Keyless Open and Start

Cruise control, electronic with set and resume speed, steering wheel-mounted

Theft-deterrent system, unauthorized entry

Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet)

USB Ports, 2, Charge/Data ports located on instrument panel

USB ports, rear, dual, charge-only

Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet)

Air conditioning, dual-zone automatic climate control (Deleted when (RG4) Fleet LT Base Content Package Delete is ordered and replaced with (C67) single-zone manual air conditioning.)

Air vents, rear, heating/cooling

Defogger, rear-window electric

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

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Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes 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.)

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

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.)

HD Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder

Rear Seat Belt Indicator

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

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 menu

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

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: 25099. Data Updated: Mar 31, 2025 7:03:00 PM PDT.



Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (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: Silverado TurboMaxTM engines, 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: Silverado TurboMaxTM engines, 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

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Data Version: 25099. Data Updated: Mar 31, 2025 7:03:00 PM PDT.



Wilson County Motors SWC# 84707 Vendor# 0000000869

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)



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

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: 25099. Data Updated: Mar 31, 2025 7:03:00 PM PDT.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 04/08/25 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Becky Bailey

Department Head: John Horne

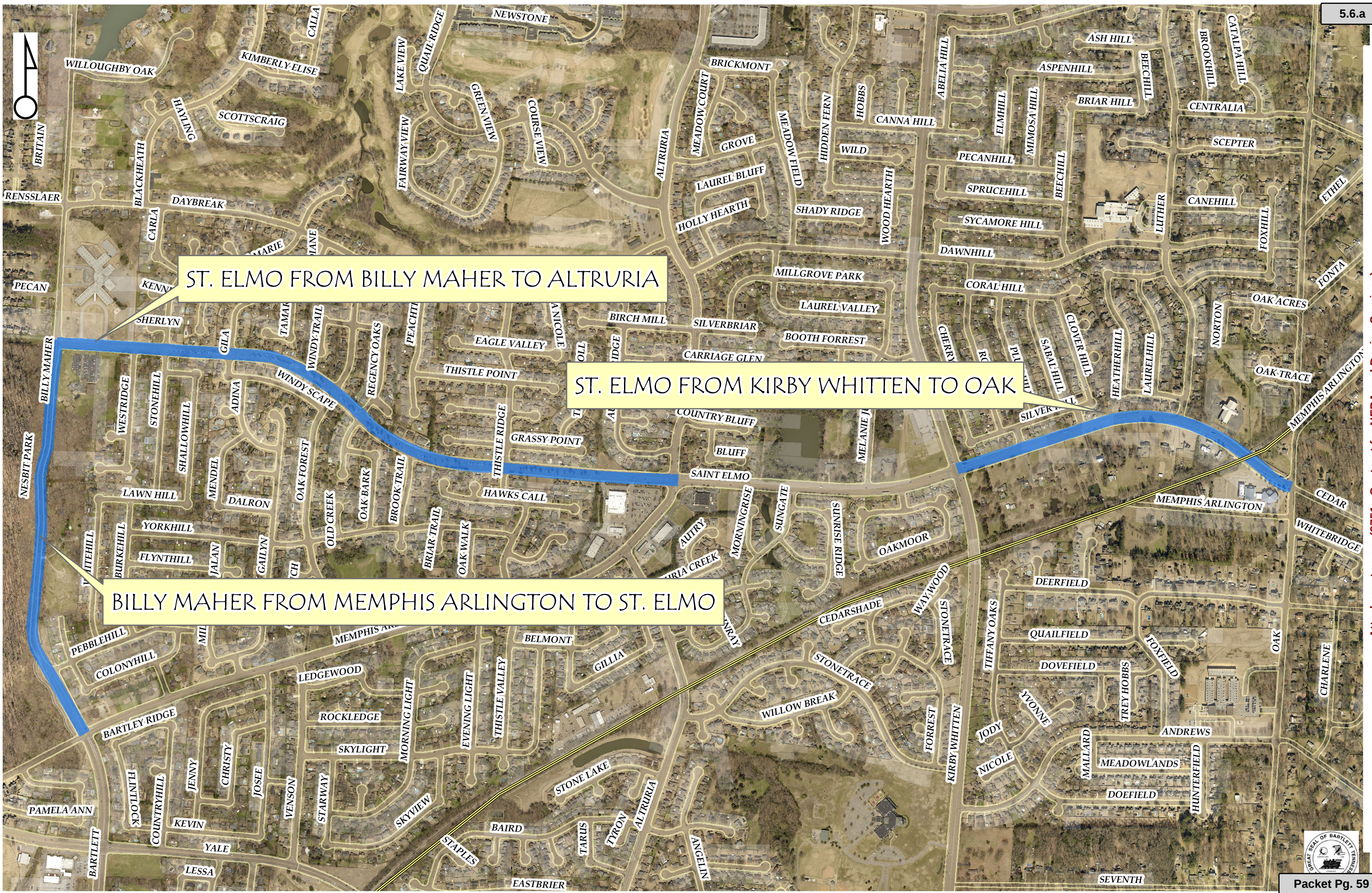
AGENDA ITEM

**Contract for St Elmo, Old Brownsville, Ellendale, Billy Maher
Resurfacing project environmental and design services.**

The Engineering Department requested a proposal to prepare NEPA (National Environmental Policy Act) documents and a design to build the St Elmo, Old Brownsville, Ellendale, and Billy Maher Resurfacing project from Fisher Arnold. This project is being funded with 80 percent Federal and 20 percent local funds through the TDOT Local Programs Development Office. Fisher submitted a proposal to prepare all necessary documents to satisfy TDOT's NEPA requirements, prepare construction plans, and see the project through the bidding process for \$471,260.00. The Engineering Department recommends awarding this contract to Fisher Arnold in the amount of \$471,260.00.

Fisher Arnold has performed work for the City of Bartlett on other projects. A copy of the proposal is attached. A map showing the sections of each road included in this project is also attached.

Funding is available in Account 311.48311.772.4581



ST. ELMO FROM BILLY MAHER TO ALTRURIA

ST. ELMO FROM KIRBY WHITTEN TO OAK

BILLY MAHER FROM MEMPHIS ARLINGTON TO ST. ELMO

Attachment: map (3751 : Contract for NEPA and Design Services)



FISHER ARNOLD

ENGINEERS | ARCHITECTS | CONSULTANTS | PLANNERS

July 9, 2024

Ms. Rebecca A. Bailey, P.E.
City Traffic Engineer
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

RE: PROFESSIONAL SERVICES FOR BARTLETT RESURFACING

Dear Becky:

Fisher & Arnold, Inc. ("F&A" or "Consultant") is pleased to submit the following scope of work/proposal to the City of Bartlett ("the City") for providing environmental (NEPA) planning, engineering and construction engineering and inspection (CEI) services related to the design of resurfacing/sign & marking plans within Bartlett, Tennessee for the following roadway segments:

- Old Brownsville Road – from Ellendale to west of the CSX railroad (N. Germantown Pkwy)
- St. Elmo Road – from Billy Maher Road to Oak Road
- Billy Maher Road – from Memphis Arlington Road to St. Elmo Road
- Ellendale Road – from Fiske Road to Old Brownsville Road.

The city is administering the project through the Tennessee Department of Transportation's (TDOT) Local Programs Office. The environmental process and design process will follow the procedures outlined in the current edition of the *"Local Government Guidelines for the Management Of Federal And State Funded Transportation Projects"* and NEPA requirements.

Based upon our understanding of the project, Consultant's scope of work for the Bartlett Resurfacing Project includes the following tasks:

Task 1 – NEPA Phase

Task 1.1 – Document Determination & Coordination

Given the nature of the project and expected impact level, the NEPA document is assumed to be either a C-List Categorical Exclusion (C-List CE) or Programmatic Categorical Exclusion (PCE). This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). If a higher level of NEPA document is required by TDOT and/or FHWA other than the preparation of a C-List CE or PCE, this effort will be considered Additional Services beyond this scope of services.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on functional plans or on preliminary plans (20 – 30 percent complete) as defined in TDOT's *Local Government Guidelines for the Management of Federal and State Funded Transportation Projects* (June 2023).

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811

Fax: 901.748.3115

Toll Free: 1.888.583.9724

www.fisherarnold.com

Attachment: Bartlett - Resurfacing Scope_07092024 (3751 : Contract for NEPA and Design Services)

Ms. Becky Bailey, P.E.
 July 9, 2024
 Page 2

Consultant will maintain direct contact and function as a liaison with the designated representative of the TDOT Environmental Division's NEPA Programs Office, Local Programs Representative. The Consultant will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and the FHWA will determine the level of documentation and technical studies required for this project.

Task 1.2 – Agency Coordination

Consultant will prepare and send an initial studies coordination packet on TDOT's preferred template, including associated project mapping and plans, to TDOT for coordination with the following state and federal agencies:

- Tennessee Wildlife Resources Agency (TWRA)
- Tennessee Department of Environment and Conservation (TDEC)
- Tennessee State Historic Preservation Office (TN-SHPO)
- U.S. Fish and Wildlife Service (USFWS)

It is assumed that no public involvement activities will be required for the proposed project. If any public involvement activities are deemed necessary, this effort will be considered Additional Services beyond this scope of services.

Task 1.3 Environmental Technical Studies

The Consultant will prepare the environmental technical studies listed below:

Ecology

It is assumed that an Environmental Boundaries Report (EBR) would not be required for this project. The Consultant will complete a desktop review of the USFWS National Wetlands Inventory (NWI) database and United States Geological Survey (USGS) topographic mapping to identify all wetlands and streams within the project area. The Consultant will present this information along with all relevant NWI and USGS topographic mapping in a memorandum and include this information as part of the NEPA document.

Assumptions:

- It is assumed that an EBR will not be completed as part of this proposed scope of services and estimated fee. It is further assumed that no individual plant or animal species survey will be conducted as part of this proposed scope of services and fee. If the Client, TDOT or another state and/or federal agency requests a species survey and/or EBR, these services can be provided, but will be considered Additional Services beyond this scope of services.

Floodplains

Consultant will identify floodplains and floodways in the project area only through the review of National Flood Insurance Rate Maps (FIRMS). The Consultant will compile all FIRMS specific to the project area and will provide the relevant floodplains and floodways information as part of the NEPA document.

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Recreational Resources

One Section 4(f) resource, Nesbit Park (formerly Bartlett Park), has been identified within the project area and an additional Section 4(f) resource, Ellendale Park, has been identified near the project area; however, the proposed project is not anticipated to require acquisition of right-of-way (ROW) or easements from these parcels or to affect access to these parcels, nor are any construction activities anticipated to take place on these parcels.

It is not anticipated that the proposed project will require any ROW or easements from a Section 4(f) recreational resource or from a resource funded by the Land and Water Conservation Fund (Section 6(f)). If a Section 4(f) or Section 6(f) evaluation is deemed necessary by TDOT or any other agency, these services can be provided by the Consultant in accordance with Additional Services clause of this proposal.

Cultural Resources

As part of the environmental review process, a Section 106 Assessment will be completed. This assessment includes a review and search of the archaeological and architectural/historical records for the general project area. Included within the Section 106 Assessment, Consultant will submit the following items to TDOT:

- USGS topographic map of the project area
- Photographs of all historic properties along the project area, along with a key map; and
- Dates of construction for buildings in the project area where this information is readily available.

Following completion of the Section 106 Assessment, Consultant will submit the assessment to TDOT for approval. TDOT will then submit the Section 106 Assessment to the Tennessee State Historical Preservation Officer (SHPO) requesting a Section 106 review of the proposed project area.

Assumptions:

- It is assumed that no Historic Architecture Resources Survey and/or Phase 1 Archaeological Survey will be conducted as part of this proposed scope of services and fee. If a Phase I Archaeological Survey or Assessment of Effects for Historic Properties Report is deemed necessary by TDOT, FHWA and/or the TN-SHPO past the preparation of the Section 106 Assessment previously mentioned, these services can be provided, but will be considered Additional Services beyond this scope of services.

Environmental Justice

An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

The Consultant will complete this EJ analysis using desktop research only and will incorporate the results directly into the NEPA document or, if requested by TDOT, will document the results in an EJ Memorandum. No fieldwork will be completed.

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If a disproportionately high and adverse effect on a minority population or a low-income population is revealed, the Consultant will outline within the analysis how the effects are distributed within the affected project area. If potential mitigation measures or potential community outreach efforts are identified by TDOT or FHWA, these services can be provided, but will be considered Additional Services beyond this scope of services.

Assumptions:

- No fieldwork will be required.

Hazardous Materials

The Consultant will complete a desktop review of available hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. The Consultant will present this information along with all relevant TDEC and EPA database mapping for the project area in a memorandum for the TDOT Hazardous Materials Section to review and provide further recommendations as to whether additional studies may be necessary.

Assumptions:

- It is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services and fee. If the City, TDOT, or other state and/or federal agency requests additional hazardous materials studies, these services can be provided, but will be considered Additional Services beyond this scope of services.

Task 1.4 – Document Preparation and Distribution

The purpose of this task is to develop the CE documentation, consistent with the requirements of the Council on Environmental Quality (CEQ), the TDOT Environmental Procedures Manual, and the TDOT Local Governments Guidance Manual. Consultant will incorporate the Purpose and Need, a project description and results of the environmental technical studies into the environmental document.

Where appropriate, proposed and/or potential mitigation measures will be discussed. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts.

Following completion of the document by Consultant, the environmental document will be submitted to the TDOT Environmental Division for approval.

Task 1.5 – Preliminary Plans (30%)

Upon receiving approval to proceed with the PE-N Phase from TDOT, Consultant will prepare the Preliminary plans in accordance with TDOT's Roadway Design Guidelines and standard drawings. The Preliminary plans will be prepared to conform to TDOT's current CAD standards and format. The plans will consist of the following:

The Preliminary plans will consist of the following:

- Cover sheet
- Typical Sections

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- Property Map and ROW Acquisition Table (if required)
- Present Layout plans
- Proposed Layout plans
- Preliminary Marking Plans for cross walks / ADA ramps
- Property Map
- Right-Of-Way (ROW) Acquisition Table

The primary purpose for development of the Preliminary Plans during the NEPA phase is to determine if any Right-Of-Way (ROW) and/or temporary construction easements will need to be acquired and to quantify the amount. Consultant will submit Preliminary plans (30% complete) to the City for review and comment. Consultant will meet with the City to discuss the City's comments. Following this review meeting, the Consultant will revise the plans based on the comments received and directions from the review meeting. Consultant will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Consultant Deliverables:

1. *Initial Studies Coordination Package (electronic copy each, Adobe PDF format)*
2. *Section 106 Assessment (electronic copy, Adobe PDF format)*
3. *Environmental Boundaries Memorandum (electronic copy, Adobe PDF format)*
4. *Environmental Justice Memorandum (electronic copy, Adobe PDF format)*
5. *Preliminary Plans (electronic copy, Adobe PDF format)*
6. *Draft Categorical Exclusion document for City review (electronic copy, Adobe PDF format)*
7. *Draft Categorical Exclusion document for TDOT/FHWA review (electronic copy, Adobe PDF format)*
8. *Final Categorical Exclusion document for TDOT/FHWA review and approval (electronic copy, Adobe PDF format).*

Task 2 – Development of Design Plans

After receiving PE-Design Notice to Proceed from TDOT, Consultant will prepare the resurfacing plans according to TDOT standards for the following development stages: **Right-Of-Way (ROW) and Construction Plans**. Consultant will follow the process as defined in TDOT's "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects" manual (LPA Manual).

It is assumed that Consultant will not prepare specifications for the roadway construction. The specifications to be used for the road construction will be the *TDOT Standard Specifications For Road And Bridge Construction*.

The **ROW Plans development phase** (65% completion level for this Task) will consist of the following:

- Design plans in Accordance with TDOT Standards
- Perform early utility coordination

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- Print and Submit Preliminary/ROW Plans to City
- Conduct Plan Review with City
- Address City's Review Comments
- Print and Submit Preliminary/ROW Plans to TDOT for Review
- Address TDOT's Review Comments
- Prepare Pavement Marking and Signage Plans
- Prepare Traffic Control Plans
- Print and Submit Final ROW Plans to City
- Address City's Review Comments
- Prepare Preliminary Engineer's Cost Estimate
- Submit Plans to Utility Companies

In order to receive utility certification from TDOT, a new "Early Utility Coordination" process must be performed in accordance with TDOT guidelines. Consultant will request a list of Shelby County utility owners from the TDOT Region 4 Utility Office. Consultant will prepare and send an early coordination letter and project graphic to each utility on the list. The letters will be sent via email where possible and by certified mail in all other cases. The Consultant will prepare a document compiling all responses received from the initial coordination letter.

Sixty (60) days after sending the initial coordination letter, Consultant will send a second letter (either by email or registered mail) to all utility companies that did not respond to the initial coordination request. Consultant will document any responses received within ten (10) days, per the TDOT guidelines

Consultant will submit preliminary plans to utility owners identified as having a potential impact. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the preliminary plans.

Consultant will send the construction plans to each of the utility owners identified as having potential impact for review and comment. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. Consultant will document when the original documents were sent for review and follow up with each utility company throughout the review period. Consultant will document all communication with each utility through the process and compile all communication into a single document.

Once responses are received from each utility, Consultant will update plans with any information obtained during the utility coordination process and submit document compiled of utility coordination responses to the TDOT Utilities Division for review and certification.

Consultant Deliverables:

1. Two 24"x36" bond sets of the plans for City of Bartlett review.
2. Electronic Plan Submittals to TDOT and Utilities (PDF format, as required).
3. Copy of all correspondence to Utility Companies (PDF format).
4. Preliminary Engineer's Opinion of Probable Cost (PDF format).

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After receiving TDOT's ROW Plan Review Comments and approval, Consultant will address TDOT's comments and prepare the Construction Plans, including Bid Book.

The **Construction Plans development phase** (95% completion level for this task / 100% completion level at completion of bidding phase) will consist of the following:

- Prepare Construction Plans
- Prepare Bid Book
- Develop Plan Details
- Print and Submit Construction Plans and Bid Book to City
- Conduct Construction Plans Review with City
- Address City's Review Comments
- Perform Quality Assurance / Quality Control Plan Review
- Obtain ROW, Utility and Environmental Clearance
- Print and Submit Construction Plans and Bid Book to TDOT
- Prepare Final Engineer's Cost Estimate
- Prepare Addendums (if necessary) during bid process
- Attend Bid-opening, Review Bids and Recommend Lowest Responsible Bidder for approval

Consultant will prepare a set of final construction plans. Consultant will submit draft construction plans to the City for review and comment. Consultant will meet with the City to discuss the City's comments and coordinate the revisions received. Following the review meeting, Consultant will revise the plans based on the comments received. Consultant will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the design plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, Consultant will prepare the final Construction Plans. The Final Construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

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

Because Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Consultant will assist the City with the bidding process. Consultant will prepare the construction advertisement and submit to TDOT for posting on TDOT's website. Consultant will print and distribute plans and bid book to interested bidders. Consultant staff will respond to questions that arise during the bidding process and issue statements of clarification and/or bid addendums as appropriate. Consultant will attend the bid opening at the City, evaluate bids, create a bid tabulation and submit to TDOT for concurrence.

Consultant Deliverables:

1. *Two 24"x36" bond sets of the plans for City of Bartlett review.*
2. *Electronic Plan Submittals to TDOT and Utilities (PDF format, as required).*
3. *Bid Book (PDF format).*
4. *Engineer's Opinion of Probable Cost (PDF format).*
5. *TDOT Local Program forms as required to proceed to obtain NTP to Construction Phase.*
6. *Construction Advertisement (submit to TDOT for posting on TDOT website).*
7. *Final Sealed Plans for Bidding (11"x17" and bid book – 10 sets).*
8. *Bid Tabulation (submit to TDOT for concurrence).*

Task 3 – Right Of Way Phase (Miscellaneous Services)

F&A will provide miscellaneous Right-of-Way services if needed at the request of the City. Possible services include preparation of plats and legal descriptions and survey staking of ROW and/or easements. Legal, appraisal and closing services are not included in the this scope and fee. Acquisition services can be provided but will be considered Additional Services beyond this scope of services.

Task 4 – Construction Engineering and Inspection (CEI)

Consultant will provide Construction Engineering and Inspection (CEI) services to the City in accordance with Appendix C, *Roadway and Bridge Field Construction Procedures*, in the TDOT "Local Government Guideline for the Management of Federal and State Funded Transportation Projects." Consultant will provide the necessary field and office staff required to ensure that the City complies with the guidelines for Locally Managed Projects.

4.1 Pre-Construction Conference.

Consultant will prepare for and conduct the Preconstruction Conference. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

4.2 Project Administration.

Consultant will provide project administration and coordinate with the assigned TDOT Project Supervisor. Prepare for and attend, when requested, any periodic or in-depth FHWA inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. In addition, a list of persons, with emergency phone numbers, will be supplied to the City and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4.3 Provide Construction Inspection.

Consultant will provide effective and qualified supervision of all inspection services being conducted. All field technicians will be certified in all applicable TDOT certification workshops that pertain to this resurfacing project; for example: Asphalt Roadway Paving Inspector, Asphalt Concrete Certified Plant

Technician, Class 1 Concrete Technician, Soils and Aggregate Technician and Nuclear Gauge Training.

4.4 Supplemental Agreements – Construction Change Orders.

Consultant will notify the City of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the City. Prepare the Supplemental Agreement/Construction Change and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the TDOT. Consultant will review any Value Engineering Change Proposals and prepare recommendations for the City.

4.5 Shop Drawings and Samples.

Consultant will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

4.6 Quality Assurance, Testing for Acceptance and Training.

Consultant will provide certified and trained personnel for all sampling, testing and inspection as required for this project. Consultant to provide source or plant inspection according to TDOT Standard Specification 106.05 to included, but not limited to, asphalt plant inspection. Consultant responsibilities include the miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to TDOT will also be reviewed for completeness and conformance to the Department's standard form of submission. A Final Materials and Tests Certification will be included in the Final Records submitted to the TDOT.

4.7 Progress Payments.

Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the 15th of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment.

4.8 Distribution of Correspondence.

Consultant will submit to the City a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

Ms. Becky Bailey, P.E.

July 9, 2024

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4.9 *Inspection of Work.*

Consultant will provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by TDOT and/or auditors. The records will be recorded on a standard form (field book) supplied or defined by TDOT. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by TDOT and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the Contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the Contractor, City or TDOT. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

4.10 *Contractor's Payrolls, Employee Interviews and Contract Compliance.*

Consultant to receive and check the Contractor's payrolls for conformance to State wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime Contractor of late payrolls and request immediate submission. Notify the City prior to withholding payments. Conduct employee interviews on the forms submitted by TDOT and compare to the submitted payrolls for accuracy. Notify the prime Contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

4.11 *Reports.*

There are numerous reports, documents, etc., that must be generated in the process of contract administration. Consultant will maintain either electronic or paper copies of all reports in compliance with TDOT's Standard Operating Procedures.

4.12 *Final Records.*

Consultant will submit a compilation of project records in TDOT's standard format to the City after project completion. Consultant will complete and submit any additional records required by the City for project close out. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records.

Ms. Becky Bailey, P.E.
 July 9, 2024
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Schedule

The proposed schedule is attached (**see Attachment "B"**).

Fee Summary

F&A will perform the Scope of Services as described in Tasks 1 – 3 as per the attached Base and Additional Fee Table (**see Attachment "A"**). Task 4 (CEI) will be added to the Contract via supplement when the project goes to construction.

Thank you for the opportunity to provide these services to you. Please let me know if you have any questions or need any additional information.

Sincerely,

FISHER & ARNOLD, INC.



John Pankey, P.E.
 Vice President



Jill Stanko, P.E.
 Manager – TDOT Design
 (Reviewed By)

Attachments

Cc: John Horne, P.E.
 Erin Campbell, P.E.
 Rick Gafford, P.E.

https://fisherarnoldinc1-my.sharepoint.com/personal/jpankey_fisherarnold_com/Documents/My Documents/Clients - Not TDOT/Bartlett/Resurfacing Various Streets/Bailey_Resurf Various Sts_07092024.doc

Attachment: Bartlett - Resurfacing Scope_07092024 (3751 : Contract for NEPA and Design Services)

Attachment "A"

5.6.b

City of Bartlett - Resurfacing Various Streets Tasks And Fee Table

Task Description	NEPA	DESIGN	ROW	CONST.	Comments
Task 1 - NEPA A. NEPA Document B. Preliminary Plans	\$33,060.00 \$125,280.00				
Task 2 - Roadway Design A. Right-Of-Way Plans B. Construction Plans & Bid Book C. Bid Assistance		\$167,040.00 \$129,880.00 \$6,000.00			
Task 3 - Right Of Way Phase (Misc. Services)			\$10,000.00		See Note "A"
Task 4 - Construction Engineering & Inspection (CEI)				TBD	See Note "B"
Subtotals (Per Phase)	\$158,340.00	\$ 302,920.00	\$10,000.00	\$0.00	
Grand Total	\$471,260.00				

Note:

- A) It is not anticipated that ROW acquisition will be required for this project. This is simply a budget number.
B) CEI fee to be determined after development of Construction Plans.

Attachment: Bartlett - Resurfacing Scope_07092024 (3751 : Contract for NEPA and Design Services)

Bartlett - Resurfacing Various Streets - Estimated Time Line To Construction
June 24, 2024

[illegible]

Project Closeout (4-6 Months), Activities Follow:

1. Completion Notice (when Construction time charges cease)
2. Advertise for Claims (2 months - includes 30 day waiting period after 2nd ad)
3. Final Estimate/Summary Change Order (1 week)
4. Final Payment to Contractor and CEI
5. City submits reimbursement request to TDOT (time varies)
6. TDOT reimburses City (time varies)
7. Close out project (End of Job Certificate)

A) If easement acquisition is needed, then the estimated time line would be extended approximately 4 months beyond what is reflected in this schedule.

	WEEKS																																															
Task:	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	
Receive NTP																																																
Kickoff Meeting																																																
NEPA Phase																																																
NEPA Coordination																																																
Submit Agency Letters																																																
Agency Review																																																
Submit Tribal Letters (TDOT to NAC)																																																
NAC (Tribal Letters) Review																																																
Cultural Resources Survey, Section 106 Assessment																																																
Prepare CE																																																
Submit CE																																																
TDOT Review & Addressing Comments																																																
Roadway Design																																																
Preliminary Plans (30%)																																																
Early Utility Notification																																																
Follow Up Early Utility Notification																																																
ROW Plans (70%)																																																
Submit ROW Plans																																																
City / TDOT Review																																																

Note:
A) If easement acquisition is needed, then the estimated time line would be extended approximately 4 months beyond what is reflected in this schedule.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 04/08/25 06:00 PM
Department: Board of Mayor and Aldermen
Category: Appointment
Prepared By: Jeanie Underwood
Department Head: David Parsons

Appoint Steve Hogel to City Beautiful Commission.

Steve Hogel will fill Bill Browning's unexpired term. The term will expire December 31, 2027.

CITY BEAUTIFUL COMMISSION

NAME	TERM EXPIRES	NEW / RE-APPOINT
Hogel, Steve	12/31/2027	New Appointment (formerly Bill Browning's position)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3753)

Meeting: 04/08/25 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Initiator: John Horne

Sponsors:

DOC ID: 3753

Resolution 12-25, a resolution authorizing the Mayor to execute an Inter-Jurisdictional agreement between the City of Bartlett and the City of Lakeland.

THIS INTER-JURISDICTIONAL AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025 between the City of Bartlett, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Bartlett" or the "City") and the City of Lakeland, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Lakeland"). Bartlett and Lakeland are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Lakeland owns and operates a wastewater collection and transmission system ("WCTS") which collects and transports wastewater to its publicly owned wastewater treatment plant ("WWTP"), Scotts Creek WWTP; and

WHEREAS, Bartlett currently utilizes the City of Memphis WCTS for the collection and conveyance of sewage wastewater and pollutants generated within the municipal limits of Bartlett; and

WHEREAS, Lakeland intends to construct its own WCTS and to disconnect from the Memphis WCTS in the calendar year 2025; and

WHEREAS, Bartlett wishes to utilize Lakeland's WCTS for the collection and conveyance of sewage wastewater and pollutants generated in a portion of the municipal limits of Bartlett for treatment at the Lakeland Scotts Creek WWTP; and

WHEREAS, the Parties desire to set forth herein the terms and conditions which shall govern the collection, conveyance, treatment, and disposal of sewage generated within a portion of the municipal limits of Bartlett by Lakeland for the duration of the Term as defined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein Bartlett and Lakeland agree as follows:

. Definitions

Terms used in this Agreement that are defined in the Clean Water Act ("CWA") or in regulations promulgated pursuant to the CWA shall have the meaning assigned to them in the CWA, 33 U.S.C. §§ 1251 et seq., and regulations promulgated under the CWA, unless otherwise provided in this Agreement. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:

a. "Wastewater Collection and Transmission System" or "WCTS" shall mean the municipal wastewater collection, retention and transmission system, including all pipes, force mains, gravity sewer lines, lift stations, pumps, manholes, and appurtenances thereto, which are owned or operated by Lakeland, and which currently flow to Memphis' WWTP and will, upon Lakeland's disconnection from Memphis' WWCS, flow to Lakeland's Scotts Creek WWTP.

b. "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, or release of wastewater from any applicable WCTS or any applicable WWTP including: (a) unpermitted discharges; (b) overflows, spills or releases of wastewater that may not have reached waters of the United States or the State; and (c) building backups.

c. "Industrial users" shall include all non-domestic sources, including all commercial or light commercial establishments that have non-domestic discharges.

II. Sewer Service and Charges

2.01. Interconnection Authority

In consideration of the financial contribution made by Bartlett to the construction of new or replacement sewer infrastructure as set forth in Paragraph 2.03, Bartlett is hereby authorized, subject to the terms and conditions of this Agreement, to discharge wastewater generated within a portion of the municipal limits of Bartlett into Lakeland's WCTS for treatment and disposal during the Term herein and any renewal terms. Lakeland hereby agrees to accept such wastewater during the Term herein and any renewal terms and shall be responsible for the conveyance of such wastewater from a portion of Bartlett's sewer system to Lakeland's WCTS and the appropriate treatment and disposal of such wastewater.

2.02. Rejection of Wastewater

Notwithstanding any provision to the contrary, Lakeland reserves the right to reject any wastewater from Bartlett which does not meet Lakeland's pretreatment requirements. Lakeland shall notify Bartlett in writing prior to rejecting any wastewater flow, stating the basis for such rejection, and providing Bartlett the opportunity to provide the necessary pretreatment to bring the rejected wastewater into compliance within two (2) years from the date of giving such notice, and in accordance with Paragraph 8.11.

2.03. Participation in Lakeland WCTS and WWTP Improvements and Operational Reserves

In consideration of Lakeland's agreement to accept Bartlett's discharged wastewater during the Term of this Agreement and any renewals, Bartlett agrees to participate, on a proportional basis, in any capital project determined necessary in writing by Lakeland and Bartlett to rehabilitate, enlarge, or upgrade that portion of Lakeland's WCTS and WWTP used to convey and treat wastewater

generated from Bartlett as allowed hereunder. Such participation may include the construction of new or replacement outfall sewers, pumps, lift stations, and other related facilities and shall consist of payment to Lakeland for the cost of the improvements attributed to Bartlett based on the ratio of Bartlett's peak hourly flow to the capacity of the pipe utilized by Lakeland. By way of example and for purposes of this Agreement only, if a project costs \$100,000 and Bartlett's peak hourly flow is 1MGD and the pipe used as the outfall for such flow can handle 2MGD, Bartlett would pay 50% of the \$100,000.

2.04. New Construction and Infrastructure Replacement

In the event the Parties determine, and agree in writing, that it is necessary to construct new or replace the existing sewer infrastructure and other related facilities owned, maintained and operated by Lakeland

which shall be used to transport sewage, wastewater, and pollutants in Lakeland's WCTS, all construction of such new or replacement sewer infrastructure shall be agreed upon by the Parties. To the extent the Parties fail to agree as contemplated herein, Lakeland hereby reserves the right to perform or cause to be performed such construction, or replacement, or repairment of sewer infrastructure, and to recoup all resulting costs and expenses from Bartlett in an amount equal to Bartlett's proportional use of Lakeland's WCTS.

2.05. Sewer Service Charge

() In consideration of the service and benefits provided by Lakeland to Bartlett pursuant to the terms of this Agreement, Bartlett agrees that Lakeland shall be allowed to collect from Bartlett for the sewer service area connected to the Lakeland WCTS a sewer service charge ("Sewer Service Charge").

(b) Prior to the installation of the flow meters required in accordance with Section 4.04, Bartlett shall remit one hundred percent (100%) of the Sewer Service Charge to the City of Memphis. Notwithstanding subsection 2.05(a) above, Bartlett shall reimburse the entire cost of the flow meters required in accordance with Section 4.04 included herein.

The applicable rate to be applied for the calculation of the Sewer Service Charge shall be established by Lakeland and shall be subject to adjustment upon ninety (90) calendar days' notice to Bartlett and as determined by Lakeland within its sole discretion, but not to exceed the charge to Lakeland users. An adjustment made by Lakeland pursuant this Section 2.05 shall not create a reopener for the negotiation of any provision under this Agreement. Additionally, nothing herein shall preclude Bartlett from charging users of the Bartlett sewer system who are serviced by the Lakeland WCTS sums in excess of the Lakeland monthly Sewer Service Charge, as additional charges may be necessary to defray the expense to be incurred by Bartlett in maintaining and constructing its sewer system. Bartlett shall be responsible for determining the amount of such

excess sums to be charged to users of its sewer system during the term of this Agreement.

(c) The Parties hereby acknowledge and recognize that the Bartlett Water Department shall be responsible for reading its resident's water meter located within the municipal limits of Bartlett and billing the customer for sewer usage at the applicable Sewer Service Charge established by Lakeland. Bartlett shall receive 100% of the sewer fees collected and shall pay Lakeland in accordance with subsection 2.07 below.

(d) Lakeland shall be responsible for reading the flow meters installed by Lakeland in accordance with Section 4.04 and shall directly bill Bartlett monthly for the sewer services provided to residents of Bartlett for whom Lakeland has installed flow meters in accordance with Section 2.05(a). Notwithstanding the foregoing, Lakeland agrees to provide Bartlett access to its records used to maintain the flow data that reflects the total volume recorded by each flow meter installed by Lakeland.

2.06. Sewer Development Fees

Bartlett shall not authorize any new developments within the Bartlett area currently serviced by Memphis until Lakeland is fully disconnected from Memphis' sewer system without prior written approval of Memphis and Lakeland. Nothing herein shall prevent construction of previously approved development or new development that does not contribute to or add flow to the Memphis sewer system. Following Lakeland's disconnection from Memphis' sewer system, Bartlett shall collect any applicable Lakeland sewer development fees on behalf of Lakeland and remit the same to Lakeland within sixty (60) days of collection.

2.07. Payments

Payment of the Sewer Service Charge shall be made to Lakeland within thirty (30) calendar days, but in any case, no more than sixty (60) calendar days, from Bartlett's receipt of an invoice and shall be remitted as follows:

City of
Lakeland
Finance
Department
10001 Highway
70
Lakeland, TN 38002

Lakeland shall furnish relevant itemized monthly reports of all sewer service charges. All payments and collections tendered by Bartlett shall be subject to audit as provided for in Section 2.08 and

annual true- up following reconciliation of such payments and collections by Lakeland. Payments remitted after sixty (60) calendar days shall be subject to interest accruing daily at the maximum amount allowable by law.

2.08. Audit

Within one hundred twenty (120) calendar days after the close of each fiscal year, Bartlett and Lakeland shall have the right, at its sole expense, to audit the books and records of each other that are relevant to this Agreement, and if such audit discloses a cumulative misstatement of at least five percent (5%) in any accounting records or other reports upon which any amount due hereunder is based, then Bartlett shall pay to Lakeland the cost of the audit and any payment adjustments between the Parties deemed necessary as a result of an audit shall be made within thirty (30) days. Notwithstanding the foregoing, in the event of a dispute or questionable circumstances related to this Agreement, both parties reserve the right to audit the books of the other upon reasonable notice.

2.09. Easements

To the extent Lakeland requires easements and/or rights of way for sewer lines or related apparatus on or across properties owned by Bartlett, Bartlett will grant any and all such necessary sewer easements and rights of way, without expense to Lakeland, and will waive any claim for compensation or damages related to easement acquisition(s).

2.10. Abandonment

Bartlett shall notify Lakeland prior to plugging or physically disconnecting any sewer line or related apparatus owned and/or maintained by Bartlett from the Lakeland WCTS. Any such disconnection or plugging by Bartlett shall be performed in accordance with Lakeland's applicable design standard for sewer abandonment as such standard is reflected on Exhibit C attached hereto, unless otherwise agreed to by the parties in writing. Bartlett shall also provide a Notice of Completion which shall set forth the effective date of physical disconnection from the Lakeland WCTS and be used by Lakeland as the date upon which Bartlett shall no longer be subject to payment of volumetric charges and any other payments to Lakeland. Notwithstanding the foregoing, Bartlett shall remain obligated to pay its proportional share of any improvements made pursuant to Sections 2.03 or 2.04 herein as well as any outstanding payments due to Lakeland.

III. OMITTED

IV. Proper Management, Operation and Maintenance of Sewage Collection and

Conveyance System

4.01. Proper Management, Operation and Maintenance

During the Term of this Agreement, Bartlett shall properly manage, operate and maintain its own sewer collection and conveyance system so as to minimize peak flows into Lakeland's WCTS by using its best efforts to minimize the intrusion of surface and ground water and other extraneous flows; into Bartlett's sewer system connected to the Lakeland WCTS. Management, operation and maintenance of Bartlett's sewer collection and conveyance system shall be performed in accordance with standards recognized as appropriate by the United States Environmental Protection Agency ("EPA"), Tennessee Department of Environment and Conservation ("TDEC") and Memphis.

4.02. Flow Limits

Bartlett agrees to properly manage, operate, and maintain its sewage collection and conveyance system so as to minimize peak flows into Lakeland's WCTS to minimize the intrusion of surface and ground water and other extraneous flows or otherwise cause or contribute to a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, and/or a violation of any applicable National Pollutant Discharge Elimination System ("NPDES") permit.

4.03. Limitation on Excessive Flows

In an attempt to minimize excessive flows, the Parties agree that no new users shall be added to the Bartlett sewer system which flows into the Lakeland WCTS without Lakeland's prior written approval during the Term of this Agreement. Where Lakeland reasonably determines that flows originating or transmitted through Bartlett's sewers to the Lakeland WCTS are solely causing: (1) a sanitary sewer overflow in Lakeland, (2) a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, (3) a violation of a Lakeland NPDES permit, or (4) exceed capacity solely reserved for Bartlett, Lakeland may impose flow limitations (i.e. peak flow limits and/or total flow limits) upon Bartlett. Bartlett may be liable for any overflows from the Lakeland WCTS occurring downstream of the Bartlett service area, provided exceedance of the maximum capacity flow reserved for Bartlett. This shall

be validated by supporting flow meter data supplied by the service provider. To avoid or eliminate such situation, Lakeland may take reasonably necessary action as provided in Section 6.03(A)(5).

4.04. Flow Metering

(a). Lakeland shall implement and install at Bartlett's expense, flow metering devices

satisfactory to Lakeland and Bartlett to assure reliable measurement of flows originating or transmitted through Bartlett sewers to the Lakeland WCTS. Subject to Lakeland's discretion, the flow meters shall be capable of reporting flow volume on a monthly basis using five (5) minute intervals for depth and velocity measurements to calculate such volume. Lakeland shall store and maintain the data for five (5) years and shall provide such data to Bartlett upon request.

(b). As recommended by the service provider, the flow metering devices as provided for in section 4.04(a) above, shall be calibrated both hydraulically and electronically by a qualified commercial entity approved by Lakeland at the expense of Bartlett. Lakeland shall submit each calibration report to Bartlett within thirty (30) calendar days upon completion. In the event a meter fails to accurately measure flow to reasonable engineering standards for three out of twelve consecutive months, Lakeland shall replace it promptly, at Bartlett's expense, upon written notice from Lakeland. Lakeland agrees to make all flow metering data available to Bartlett every thirty (30) calendar days during the Term of this Agreement. Lakeland further agrees that the meters shall be available to Bartlett for inspection at all reasonable times.

4.05. Control of Fats, Oils, and Greases

For all Bartlett sewer assets, Bartlett agrees to take reasonable precautions to prevent discharge of fats, oils, and greases (FOG) in accordance with its approved FOG Control Program. The Parties acknowledge that Bartlett's FOG Control Program has been reviewed and approved by Lakeland, and the objective of the Program is to identify and eliminate excessive FOG. Bartlett shall implement the FOG Control Program within thirty (30) calendar days of Lakeland's approval and agrees to maintain such Program which shall be no less stringent than the FOG ordinance contained in Chapter 9 of the City of Lakeland Code of Ordinances.

4.06. Compliance

Within thirty (30) calendar days of a request from Lakeland, Bartlett shall provide Lakeland with such information as Lakeland may reasonably request identifying the actions taken by Bartlett to comply with the conditions of Part IV of this Agreement.

4.07. Approval of Operating Procedures

Within one hundred eighty (180) calendar days of the effective date of this Agreement, Bartlett shall develop and submit for Lakeland's review and approval the operating procedures that will be undertaken during the Term of this Agreement to implement the provisions as required by Section 4.01 above.

V. Pretreatment

5.01. Pretreatment Compliance

Bartlett understands and acknowledges that Lakeland is required to implement and enforce a pretreatment program to control discharges from industrial users to its WCTS pursuant to requirements set out in the Federal Clean Water Act, 42 U.S.C. § 1251 et seq., and the rules and regulations promulgated thereunder, including 40 C.F.R. Part 403, and Tennessee Code Annotated 68-3-101, all as now stated and as may hereafter be amended. Bartlett represents that no permitted industrial users are currently located within Bartlett's jurisdiction and/or discharge into Bartlett's sewer system that would be connected to the Lakeland WCTS. Bartlett further understands and agrees that no industrial users shall be allowed to operate and discharge to Bartlett's sewer system which transports waste to the Lakeland WCTS unless prior notification is provided by Bartlett to Lakeland, and a new or modified agreement is entered into addressing implementation and enforcement of the pretreatment program.

5.02. Industrial Dischargers

Bartlett hereby agrees to adopt a sewer use ordinance that subjects the industrial users to necessary pretreatment controls. With respect to the specific area of the City of Bartlett for which treatment is being provided at the Lakeland Scotts Creek WWTP, Lakeland shall be designated as the agent of Bartlett for the purposes of implementation and enforcement of that section of Bartlett's sewer use ordinance pertaining to the pretreatment program for industrial dischargers and may take any action under Bartlett's sewer use ordinance that could have been taken by Bartlett, including the enforcement of the ordinance in courts of law. In accordance with the foregoing, it is further agreed as follows:

(a). Bartlett will, to the extent allowed by law, revise its local sewer use ordinance within one hundred eighty (180) calendar days of the date of this Agreement to ensure that it is no less stringent and is as broad in scope as the pretreatment sewer use ordinance contained in Title 18 Chapter 4 of the City of Lakeland Code of Ordinances. Bartlett shall provide a draft of any applicable sewer ordinance revisions for review and approval by Lakeland and TDEC that meet the requirements of this paragraph within ninety (90) calendar days prior to the adoption of the ordinance.

(b). Bartlett will adopt pollutant specific local limits, which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Lakeland within one hundred eighty (180) calendar days of the date of this Agreement. If Lakeland makes any revisions or additions to its local limits, Lakeland will forward to Bartlett a copy of such revisions or additions within ninety (90) calendar days of enactment thereof. Bartlett will adopt any such revisions or additions within one hundred and eighty (180) calendar days of receipt thereof. If Lakeland adopts local limit(s) based upon mass of pollutant(s) (rather than concentration), Lakeland

reserves the right to allocate loadings. In addition, Bartlett's ordinance shall adopt or incorporate by reference general and specific prohibitions as set forth in 40 C.F.R. Part 403 and categorical pretreatment standards as set forth in 40 C.F.R. Chapter I, Subchapter N.

(c). Whenever Lakeland revises its pretreatment sewer use ordinance, it will forward a copy of the revisions to Bartlett. To the extent allowed by law, Bartlett will adopt revisions to its sewer use ordinance that are at least as stringent and as broad in scope as those adopted by Lakeland. Bartlett

will forward to Lakeland for review its proposed revisions within ninety (90) calendar days of receipt of Lakeland's revisions. Bartlett will adopt its revisions within one hundred eighty (180) calendar days of receiving approval from Lakeland of the content thereof.

(d). Unless otherwise agreed to by the parties, Lakeland and/or its authorized contractors, on behalf of and as an agent for Bartlett will perform technical and administrative duties necessary to implement and enforce pretreatment provisions in Bartlett's sewer use ordinance within Bartlett's jurisdiction associated with industrial user discharges through the Bartlett sewer system to the Lakeland WCTS. This includes the right to, among other things, update the industrial waste survey; issue permits to industrial users; conduct inspections, sampling and analysis; take appropriate enforcement action provided for by State law and/or in Bartlett's sewer use ordinance; and perform other technical or administrative duties the parties deem appropriate. In addition, Lakeland may, as an agent of Bartlett, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

(e). Bartlett will reimburse Lakeland for all costs and expenses incurred in implementing and/or enforcing Bartlett's sewer use ordinance including reasonable attorney's fees. Lakeland will provide Bartlett with a detailed accounting of all such costs.

(f). If the authority of Lakeland to act as an agent for Bartlett under this Agreement is questioned by any industrial user, court of law, or otherwise, Bartlett will take whatever action is necessary to ensure the implementation and enforcement of its sewer use ordinance against its industrial users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and/or amending this Agreement to clarify Lakeland's authority.

(g). Lakeland shall have the authority to require reports from any industrial user located in the area serviced by Lakeland's WCTS. Such reports shall include information reasonably requested by Lakeland and in accordance with applicable law.

(h). Bartlett shall identify and report to Lakeland all dental facilities currently located within the area serviced by Lakeland WCTS and shall further identify any dental facilities

located in such areas in the future during the term of this Agreement.

5.03. Industrial User Outside Town Limits

An industrial user located outside the jurisdictional boundaries of Bartlett may be allowed to discharge into Bartlett's sewer system or the sewer facilities located within Bartlett only by agreement of the Parties, and Bartlett and Lakeland will also enter into an agreement, substantially equivalent to the relevant provisions of this Agreement, with the jurisdiction in which such industrial user is located, if other than Lakeland.

5.04. Industrial User Surcharge

Industrial dischargers subject to surcharges for higher strength wastewater will pay surcharge fees directly to Lakeland as required by Lakeland.

VI. Term, Modification, and Termination of Agreement

6.01. Term of Agreement

This Agreement shall become effective on the date signed by both Parties ("Effective Date") and shall remain in effect until December 31, 2050 (hereafter the "Term"). Should Bartlett provide notice of intent to renew within twelve (12) months of the expiration of this Agreement, it shall automatically renew for an additional twenty-five (25) years.

6.02. Modification of Agreement

Each and every modification and amendment of this Agreement must be in writing by each of the Parties hereto, unless otherwise specified herein.

6.03. Termination of Agreement

. Termination for Cause

() Notwithstanding Section 6.01 included herein, either party, at its option, may give three (3) months written notice to the other party of the intent to terminate this Agreement whenever one or more of the following conditions occur:

- a. Any order which would make the terms of this Agreement unfeasible is issued by a Court, the United States of America, United States Environmental Protection Agency, State of Tennessee or any other agency having regulatory jurisdiction over said municipalities; but

as soon as either party becomes aware of the possibility of the entry of such an order, it shall give the other party notice and permit it to participate in any proceedings to the extent allowed by applicable law relative to the possible entry and/or appeal of such order.

b. Unresolved violations of any terms of this Agreement or of applicable provisions of Chapter 18, City of Lakeland, Code of Ordinances.

c. Bartlett fails to manage, operate and maintain its sewer collection and conveyance system in accordance with accepted standards required by EPA, TDEC, or Lakeland.

d. Bartlett gives notice that it will reroute its sewer flow that is the subject of this Agreement to other treatment facilities. If Bartlett withdraws any portion of the area served or reduces the flow of such sewage, the Agreement shall be modified accordingly.

(2) During the three (3) months' notice period, if the violation is one which can be cured by the payment of money in the opinion of Lakeland and is cured then the notice shall be withdrawn. If the violation is one which cannot be cured simply by the payment of money, in the opinion of Lakeland, then the party responsible for such violation shall have three (3) months to attempt to cure the violation and upon

effectuating such cure, the notice shall be withdrawn. The following among others will not be considered a violation that can be cured simply by the payment of money: flows originating or transmitted through the Bartlett sewers to the Lakeland WCTS that cause or contribute to a sanitary sewer overflow in Lakeland, , and/or a violation of a Lakeland NPDES permit caused solely by flows originating or transmitted through the Bartlett sewers to the Lakeland WCTS. Where necessary and where the party responsible for the violation has proceeded diligently and in good faith to cure such violation, then the cure period shall be extended in writing by the party giving notice of termination, for such time as the party giving notice of termination deems reasonably necessary to effectuate such cure.

(3) In the event that conditions constituting breach(es) of this Agreement continue without cure being timely made as provided above, Lakeland may:

a. Begin issuing stipulated penalties as outlined in Section 7.02 until the violation is cured and may take any reasonable action necessary to avoid imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination as described in Section 6.03(A)(5).

b. Provide written notice to Bartlett providing for phasing out the terms of this Agreement at the end of a reasonable time not to exceed twelve (12) years after the date of the initial three-month notice provided in Section 6.03.(A)(1) above;

c. Request that Bartlett submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Lakeland, is deemed to be a

condition of this Agreement; and/or

(4) Notwithstanding the above, Lakeland agrees to provide Bartlett at least twelve (12) years from the notice of termination for Bartlett to construct its own wastewater treatment plant, connect its flows to a WCTS owned by another municipality, or implement another long-term solution. Nothing, herein, shall be deemed to authorize or require Lakeland to allow a condition to continue that can reasonably be expected to cause or contribute to a sanitary sewer overflow in Lakeland, a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, and/or a violation of a Lakeland NPDES permit. Lakeland may condition such additional time as provided herein upon Bartlett agreeing to such conditions as Lakeland deems appropriate (e.g., Bartlett's payment of fines, penalties, stipulated penalties, etc.).

(5) Notwithstanding any provision to the contrary, Lakeland may temporarily stop any flows originating from or transmitted through the Bartlett sewers to the Lakeland WCTS that are deemed by EPA, TDEC, and/or Lakeland to be an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. Lakeland will restore service to Bartlett once the EPA, TDEC, and/or Lakeland determine that the flows have returned to a safe condition.

B. Termination Upon Expiration of the Term of the Agreement

Upon expiration of the Term of this Agreement, including any renewal term for which Bartlett has given notice as provided in Section 6.01, this Agreement shall be deemed terminated and Bartlett shall pay Lakeland all outstanding fees and charges owed to Lakeland within ninety (90) calendar days from the effective date of such termination or expiration.

VII. Stipulated Penalties

7.01. Bartlett acknowledges that the City of Memphis has entered into a Consent Decree with the EPA, TDEC and Tennessee Clean Water Network ("TCWN") which subjects Memphis to stipulated penalties for failure to satisfy Consent Decree requirements. Bartlett further acknowledges that Lakeland has entered into an Inter-jurisdictional Agreement with Memphis which could subject Lakeland to stipulated penalties to the extent Lakeland violates its Agreement with Memphis or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis.

Accordingly, to the extent Bartlett violates this Agreement, causes Lakeland to violate its Agreement with Memphis, or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis, Bartlett shall be liable to Lakeland for stipulated penalties paid by Lakeland to Memphis, in accordance with Section IX of the Consent Decree, unless Memphis is excused under Section X of its Consent Decree with EPA, TDEC and TCWN. A violation includes failing to perform any obligation required by this Agreement, according to all applicable

requirements and within the specified time period established by this Agreement. Notwithstanding the foregoing, Lakeland shall have the burden of proof to establish that the action or inaction of Bartlett is the proximate cause of the violation resulting in the imposition of stipulated penalties to Memphis under the Consent Decree. The Parties acknowledge that Bartlett has no authority to maintain sewer assets outside of its municipal boundary. As such, Bartlett shall not be deemed the proximate cause of any violation that arises out of flow generated from non- Bartlett residents or users. Stipulated penalties shall begin to accrue on the day after performance is due or the day the violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Agreement.

7.02. The following stipulated penalties shall apply for violations other than violations for which the City paid stipulated penalties under the Consent Decree. Stipulated penalties under this Section for non- Consent Decree violations may be excused in accordance with Section 8.12 herein.

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
One (1) to thirty (30) days	\$500
Thirty-one (31) to sixty (60) days	\$1000
Sixty-one (61) days and beyond	\$1500 (minimum subject to the significance of the violation)

7.03. A stipulated penalty under Section 7.01 and/or 7.02 as applicable shall be paid within thirty (30) days of receiving written demand for payment from Lakeland. The demand for payment from Lakeland

shall set forth the violation or failure to perform to which the stipulated penalty relates, the amount of the stipulated penalty being demanded, the calculation method underlying the demand, and the grounds on which the demand is based. Payments shall be made to the City of Lakeland, Office of City Engineering, 10001 Highway 70, Lakeland, TN 38002.

7.04. Bartlett's failure to pay the stipulated penalties shall subject Bartlett to interest accruing daily on such penalties at the maximum amount allowable by law.

7.05. The stipulated penalties provided for in this Agreement shall be in addition to any other rights or remedies available to Lakeland for Bartlett's violation of this Agreement or applicable law.

7.06. Lakeland may, in its sole discretion, reduce or waive stipulated penalties otherwise due under this Agreement.

VIII. General Provisions

8.01. Liability. Bartlett shall remain fully responsible for any and all liability related solely to the discharge of wastewater to Lakeland's WCTS from its sewer collection and conveyance system. Lakeland shall not be responsible for any permit issued to Bartlett or the management or oversight of Bartlett's sewer system.

8.02. Entry and Right to Inspect. Any authorized officer, employee or contractor of Lakeland may enter and inspect at any reasonable time any part of Bartlett's sewer system connected to Lakeland's WCTS and WWTP upon reasonable notice to Bartlett.

8.03. Records. Upon request, Bartlett shall provide Lakeland with a certified copy of its sewer use ordinance and any amendments thereto, other inter-jurisdictional agreements, if any, and any contract entered into for the purposes of regulating industrial waste. Bartlett shall retain copies of any and all records related to Bartlett's performance under this Agreement until five (5) years after the Term of this Agreement expires and provide Lakeland access and or copies of such documents within no more than ten (10) calendar days following Lakeland's request.

8.04. Entire Agreement. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

8.05. Governing Law. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

8.06. Venue. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement shall be filed and litigated in the courts of Shelby County, and each party hereby consents to the jurisdiction and venue of those courts for all such lawsuits.

8.07. Severability. If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

8.08. Approval or Consent. Whenever under any provision of this Agreement the approval or consent of either party is required, such approval shall not be unreasonably withheld, delayed or denied.

8.09. Waiver. No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of either party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of either party's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

8.10. Notices.

Unless otherwise specified herein, whenever notifications, submissions, or communications are required, they shall be made in writing and addressed as follows:

To the City of Lakeland:

City Engineer
10001
Highway 70
Lakeland, TN 38002

With copy, if
requested, to:
City Attorney
8001 Centerview Parkway Suite 103
Cordova, TN 38018

To the City of Bartlett:

City
Engineer
6382 Stage
Road
Bartlett, TN 38134

With copy, if
requested, to:

City Attorney

6400 Stage Road
Bartlett, TN 38134

8.11. Dispute Resolution.

a. Exclusive Dispute Resolution Mechanism. It is the intent of the parties that they shall collaborate to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), in a mutually agreeable manner. The procedures set forth in this Section 8.11 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and shall be an express condition precedent to litigation or binding arbitration of the Dispute.

b. Negotiations. The parties agree that they shall first use their best efforts in an attempt to settle the Dispute informally through negotiations involving themselves or their representatives they each deem appropriate at the lowest possible levels of decision-making. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each party set out below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party) ("**Executive(s)**").

Executive of City of Lakeland:

City Engineer
10001
Highway 70
Lakeland, TN 38002

Executive of City of Bartlett:

City
Engineer
6382 Stage
Road
Bartlett, TN 38134

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provisions set forth at Section 8.10 herein, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the executives designated above.

If the Executives cannot resolve the Dispute during the time period ending fifteen (15) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation as set forth in Section 8.11(c) below.

c. Mediation. Subject to Section 8.11(b), the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in

selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

d. Litigation or Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within ninety (90) calendar days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 8.06 herein.

8.12. Force Majeure. Lakeland shall use reasonable efforts to furnish to Bartlett the services provided for in this Agreement. Additionally, neither party shall be deemed in default hereunder, nor shall either party be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, pandemics, acts of governmental authorities (excluding the parties to this Agreement) or acts of nature or other similar cause.

8.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement may not be assigned without the prior written consent of the other party.

8.14. No Third-Party Benefit. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either Party shall run to, or be enforceable by, any party other than the other party to this Agreement.

8.15. Other Instruments/Actions. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the Parties and as against third parties.

8.16. Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

8.17. Exhibits. All Exhibits to this Agreement are hereby incorporated herein by reference as if fully copied herein verbatim.

8.18. Counterparts. This Agreement may be signed in counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronically, and any such signature shall have the same legal effect as an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, This Agreement has been duly executed by the authorized representatives of the parties as set forth below.

CITY OF LAKELAND

By: _____ Josh Roman, Mayor

By: _____ Emily Harrell, City Clerk

Approved as to form:

Will Patterson, City Attorney

CITY OF BARTLETT

By: _____ David Parsons, Mayor

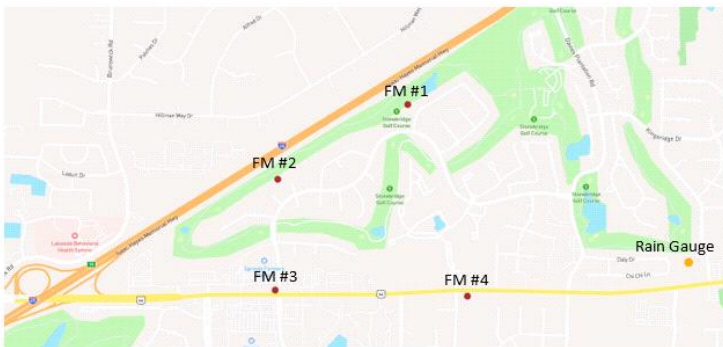
By: _____ John Horne, City Clerk

Approved as to form:

Ed McKenney, City Attorney

APPENDIX A

FLOW METER LOCATIONS



APPENDIX B

2024 ESTIMATE OF PERCENT FLOW PER BASIN

APPENDIX C

ADOPTED THIS 8th DAY OF APRIL, 2025.

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

David Parsons, Mayor

Penny Medlock, City Clerk

**INTER-JURISDICTIONAL AGREEMENT
BETWEEN THE CITY OF LAKELAND AND THE CITY OF BARTLETT**

THIS INTER-JURISDICTIONAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 between the City of Lakeland, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Lakeland" or the "City") and the City of Bartlett, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Bartlett"). Lakeland and Bartlett are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Lakeland owns and operates a wastewater collection and transmission system ("WCTS") which collects and transports wastewater to its publicly owned wastewater treatment plant ("WWTP"), Scotts Creek WWTP; and

WHEREAS, Bartlett currently utilizes the City of Memphis WCTS for the collection and conveyance of sewage wastewater and pollutants generated within the municipal limits of Bartlett; and

WHEREAS, Lakeland intends to construct its own WCTS and to disconnect from the Memphis WCTS in the calendar year 2025; and

WHEREAS, Bartlett wishes to utilize Lakeland's WCTS for the collection and conveyance of sewage wastewater and pollutants generated in a portion of the municipal limits of Bartlett for treatment at the Lakeland Scotts Creek WWTP; and

WHEREAS, the Parties desire to set forth herein the terms and conditions which shall govern the collection, conveyance, treatment, and disposal of sewage generated within a portion of the municipal limits of Bartlett by Lakeland for the duration of the Term as defined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein Lakeland and Bartlett agree as follows:

I. Definitions

Terms used in this Agreement that are defined in the Clean Water Act ("CWA") or in regulations promulgated pursuant to the CWA shall have the meaning assigned to them in the CWA, 33 U.S.C. §§ 1251 *et seq.*, and regulations promulgated under the CWA, unless otherwise provided in this Agreement. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:

a. "Wastewater Collection and Transmission System" or "WCTS" shall mean the municipal wastewater collection, retention and transmission system, including all pipes, force mains, gravity sewer lines, lift stations, pumps, manholes, and appurtenances thereto, which are owned or operated by Lakeland, and which currently flow to Memphis' WWTP and will, upon Lakeland's disconnection from Memphis' WWCS, flow to Lakeland's Scotts Creek WWTP.

b. "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, or release of wastewater from any applicable WCTS or any applicable WWTP including: (a) unpermitted discharges; (b) overflows, spills or releases of wastewater that may not have reached waters of the United States or the State; and (c) building backups.

c. "Industrial users" shall include all non-domestic sources, including all commercial or light commercial establishments that have non-domestic discharges.

II. Sewer Service and Charges

2.01. Interconnection Authority

In consideration of the financial contribution made by Bartlett to the construction of new or replacement sewer infrastructure as set forth in Paragraph 2.03, Bartlett is hereby authorized, subject to the terms and conditions of this Agreement, to discharge wastewater generated within a portion of the municipal limits of Bartlett into Lakeland's WCTS for treatment and disposal during the Term herein and any renewal terms. Lakeland hereby agrees to accept such wastewater during the Term herein and any renewal terms and shall be responsible for the conveyance of such wastewater from a portion of Bartlett's sewer system to Lakeland's WCTS and the appropriate treatment and disposal of such wastewater.

2.02. Rejection of Wastewater

Notwithstanding any provision to the contrary, Lakeland reserves the right to reject any wastewater from Bartlett which does not meet Lakeland's pretreatment requirements. Lakeland shall notify Bartlett in writing prior to rejecting any wastewater flow, stating the basis for such rejection, and providing Bartlett the opportunity to provide the necessary pretreatment to bring the rejected wastewater into compliance within two (2) years from the date of giving such notice, and in accordance with Paragraph 8.11.

2.03. Participation in Lakeland WCTS and WWTP Improvements and Operational Reserves

In consideration of Lakeland's agreement to accept Bartlett's discharged wastewater during the Term of this Agreement and any renewals, Bartlett agrees to participate, on a proportional basis, in any capital project determined necessary in writing by Lakeland and Bartlett to rehabilitate, enlarge, or upgrade that portion of Lakeland's WCTS and WWTP used to convey and treat wastewater generated from Bartlett as allowed hereunder. Such participation may include the construction of new or replacement outfall sewers, pumps, lift stations, and other related facilities and shall consist of payment to Lakeland for the cost of the improvements attributed to Bartlett based on the ratio of Bartlett's peak hourly flow to the capacity of the pipe utilized by Lakeland. By way of example and for purposes of this Agreement only, if a project costs \$100,000 and Bartlett's peak hourly flow is 1MGD and the pipe used as the outfall for such flow can handle 2MGD, Bartlett would pay 50% of the \$100,000.

2.04. New Construction and Infrastructure Replacement

In the event the Parties determine, and agree in writing, that it is necessary to construct new or replace the existing sewer infrastructure and other related facilities owned, maintained and operated by Lakeland

which shall be used to transport sewage, wastewater, and pollutants in Lakeland's WCTS, all construction of such new or replacement sewer infrastructure shall be agreed upon by the Parties. To the extent the Parties fail to agree as contemplated herein, Lakeland hereby reserves the right to perform or cause to be performed such construction, or replacement, or repairment of sewer infrastructure, and to recoup all resulting costs and expenses from Bartlett in an amount equal to Bartlett's proportional use of Lakeland's WCTS.

2.05. Sewer Service Charge

(a) In consideration of the service and benefits provided by Lakeland to Bartlett pursuant to the terms of this Agreement, Bartlett agrees that Lakeland shall be allowed to collect from Bartlett for the sewer service area connected to the Lakeland WCTS a sewer service charge ("Sewer Service Charge").

(b) Prior to the installation of the flow meters required in accordance with Section 4.04, Bartlett shall remit one hundred percent (100%) of the Sewer Service Charge to the City of Memphis. Notwithstanding subsection 2.05(a) above, Bartlett shall reimburse the entire cost of the flow meters required in accordance with Section 4.04 included herein.

The applicable rate to be applied for the calculation of the Sewer Service Charge shall be established by Lakeland and shall be subject to adjustment upon ninety (90) calendar days' notice to Bartlett and as determined by Lakeland within its sole discretion, but not to exceed the charge to Lakeland users. An adjustment made by Lakeland pursuant this Section 2.05 shall not create a reopener for the negotiation of any provision under this Agreement. Additionally, nothing herein shall preclude Bartlett from charging users of the Bartlett sewer system who are serviced by the Lakeland WCTS sums in excess of the Lakeland monthly Sewer Service Charge, as additional charges may be necessary to defray the expense to be incurred by Bartlett in maintaining and constructing its sewer system. Bartlett shall be responsible for determining the amount of such excess sums to be charged to users of its sewer system during the term of this Agreement.

(c) The Parties hereby acknowledge and recognize that the Bartlett Water Department shall be responsible for reading its resident's water meter located within the municipal limits of Bartlett and billing the customer for sewer usage at the applicable Sewer Service Charge established by Lakeland. Bartlett shall receive 100% of the sewer fees collected and shall pay Lakeland in accordance with subsection 2.07 below.

(d) Lakeland shall be responsible for reading the flow meters installed by Lakeland in accordance with Section 4.04 and shall directly bill Bartlett monthly for the sewer services provided to residents of Bartlett for whom Lakeland has installed flow meters in accordance with Section 2.05(a). Notwithstanding the foregoing, Lakeland agrees to provide Bartlett access to its records used to maintain the flow data that reflects the total volume recorded by each flow meter installed by Lakeland.

2.06. Sewer Development Fees

Bartlett shall not authorize any new developments within the Bartlett area currently serviced by Memphis until Lakeland is fully disconnected from Memphis' sewer system without prior written approval of Memphis and Lakeland. Nothing herein shall prevent construction of previously approved development or new development that does not contribute to or add flow to the Memphis sewer system. Following Lakeland's disconnection from Memphis' sewer system, Bartlett shall collect any applicable Lakeland sewer development fees on behalf of Lakeland and remit the same to Lakeland within sixty (60) days of collection.

2.07. Payments

Payment of the Sewer Service Charge shall be made to Lakeland within thirty (30) calendar days, but in any case, no more than sixty (60) calendar days, from Bartlett's receipt of an invoice and shall be remitted as follows:

City of Lakeland
Finance Department
10001 Highway 70
Lakeland, TN 38002

Lakeland shall furnish relevant itemized monthly reports of all sewer service charges. All payments and collections tendered by Bartlett shall be subject to audit as provided for in Section 2.08 and annual true-up following reconciliation of such payments and collections by Lakeland. Payments remitted after sixty (60) calendar days shall be subject to interest accruing daily at the maximum amount allowable by law.

2.08. Audit

Within one hundred twenty (120) calendar days after the close of each fiscal year, Bartlett and Lakeland shall have the right, at its sole expense, to audit the books and records of each other that are relevant to this Agreement, and if such audit discloses a cumulative misstatement of at least five percent (5%) in any accounting records or other reports upon which any amount due hereunder is based, then Bartlett shall pay to Lakeland the cost of the audit and any payment adjustments between the Parties deemed necessary as a result of an audit shall be made within thirty (30) days. Notwithstanding the foregoing, in the event of a dispute or questionable circumstances related to this Agreement, both parties reserve the right to audit the books of the other upon reasonable notice.

2.09. Easements

To the extent Lakeland requires easements and/or rights of way for sewer lines or related apparatus on or across properties owned by Bartlett, Bartlett will grant any and all such necessary sewer easements and rights of way, without expense to Lakeland, and will waive any claim for compensation or damages related to easement acquisition(s).

2.10. Abandonment

Bartlett shall notify Lakeland prior to plugging or physically disconnecting any sewer line or related apparatus owned and/or maintained by Bartlett from the Lakeland WCTS. Any such disconnection or plugging by Bartlett shall be performed in accordance with Lakeland's applicable design standard for sewer abandonment as such standard is reflected on Exhibit C attached hereto, unless otherwise agreed to by the parties in writing. Bartlett shall also provide a Notice of Completion which shall set forth the effective date of physical disconnection from the Lakeland WCTS and be used by Lakeland as the date upon which Bartlett shall no longer be subject to payment of volumetric charges and any other payments to Lakeland. Notwithstanding the foregoing, Bartlett shall remain obligated to pay its proportional share of any improvements made pursuant to Sections 2.03 or 2.04 herein as well as any outstanding payments due to Lakeland.

III. OMITTED

IV. Proper Management, Operation and Maintenance of Sewage Collection and Conveyance System

4.01. Proper Management, Operation and Maintenance

During the Term of this Agreement, Bartlett shall properly manage, operate and maintain its own sewer collection and conveyance system so as to minimize peak flows into Lakeland's WCTS by using its best efforts to minimize the intrusion of surface and ground water and other extraneous flows; into Bartlett's sewer system connected to the Lakeland WCTS. Management, operation and maintenance of Bartlett's sewer collection and conveyance system shall be performed in accordance with standards recognized as appropriate by the United States Environmental Protection Agency ("EPA"), Tennessee Department of Environment and Conservation ("TDEC") and Memphis.

4.02. Flow Limits

Bartlett agrees to properly manage, operate, and maintain its sewage collection and conveyance system so as to minimize peak flows into Lakeland's WCTS to minimize the intrusion of surface and ground water and other extraneous flows or otherwise cause or contribute to a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, and/or a violation of any applicable National Pollutant Discharge Elimination System ("NPDES") permit.

4.03. Limitation on Excessive Flows

In an attempt to minimize excessive flows, the Parties agree that no new users shall be added to the Bartlett sewer system which flows into the Lakeland WCTS without Lakeland's prior written approval during the Term of this Agreement. Where Lakeland reasonably determines that flows originating or transmitted through Bartlett's sewers to the Lakeland WCTS are solely causing: (1) a sanitary sewer overflow in Lakeland, (2) a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, (3) a violation of a Lakeland NPDES permit, or (4) exceed capacity solely reserved for Bartlett, Lakeland may impose flow limitations (i.e. peak flow limits and/or total flow limits) upon Bartlett. Bartlett may be liable for any overflows from the Lakeland WCTS occurring downstream of the Bartlett service area, provided exceedance of the maximum capacity flow reserved for Bartlett. This shall

be validated by supporting flow meter data supplied by the service provider. To avoid or eliminate such situation, Lakeland may take reasonably necessary action as provided in Section 6.03(A)(5).

4.04. Flow Metering

(a). Lakeland shall implement and install at Bartlett's expense, flow metering devices satisfactory to Lakeland and Bartlett to assure reliable measurement of flows originating or transmitted through Bartlett sewers to the Lakeland WCTS. Subject to Lakeland's discretion, the flow meters shall be capable of reporting flow volume on a monthly basis using five (5) minute intervals for depth and velocity measurements to calculate such volume. Lakeland shall store and maintain the data for five (5) years and shall provide such data to Bartlett upon request.

(b). As recommended by the service provider, the flow metering devices as provided for in section 4.04(a) above, shall be calibrated both hydraulically and electronically by a qualified commercial entity approved by Lakeland at the expense of Bartlett. Lakeland shall submit each calibration report to Bartlett within thirty (30) calendar days upon completion. In the event a meter fails to accurately measure flow to reasonable engineering standards for three out of twelve consecutive months, Lakeland shall replace it promptly, at Bartlett's expense, upon written notice from Lakeland. Lakeland agrees to make all flow metering data available to Bartlett every thirty (30) calendar days during the Term of this Agreement. Lakeland further agrees that the meters shall be available to Bartlett for inspection at all reasonable times.

4.05. Control of Fats, Oils, and Greases

For all Bartlett sewer assets, Bartlett agrees to take reasonable precautions to prevent discharge of fats, oils, and greases (FOG) in accordance with its approved FOG Control Program. The Parties acknowledge that Bartlett's FOG Control Program has been reviewed and approved by Lakeland, and the objective of the Program is to identify and eliminate excessive FOG. Bartlett shall implement the FOG Control Program within thirty (30) calendar days of Lakeland's approval and agrees to maintain such Program which shall be no less stringent than the FOG ordinance contained in Chapter 9 of the City of Lakeland Code of Ordinances.

4.06. Compliance

Within thirty (30) calendar days of a request from Lakeland, Bartlett shall provide Lakeland with such information as Lakeland may reasonably request identifying the actions taken by Bartlett to comply with the conditions of Part IV of this Agreement.

4.07. Approval of Operating Procedures

Within one hundred eighty (180) calendar days of the effective date of this Agreement, Bartlett shall develop and submit for Lakeland's review and approval the operating procedures that will be undertaken during the Term of this Agreement to implement the provisions as required by Section 4.01 above.

V. Pretreatment

5.01. Pretreatment Compliance

Bartlett understands and acknowledges that Lakeland is required to implement and enforce a pretreatment program to control discharges from industrial users to its WCTS pursuant to requirements set out in the Federal Clean Water Act, 42 U.S.C. § 1251 *et seq.*, and the rules and regulations promulgated thereunder, including 40 C.F.R. Part 403, and Tennessee Code Annotated 68-3-101, all as now stated and as may hereafter be amended. Bartlett represents that no permitted industrial users are currently located within Bartlett's jurisdiction and/or discharge into Bartlett's sewer system that would be connected to the Lakeland WCTS. Bartlett further understands and agrees that no industrial users shall be allowed to operate and discharge to Bartlett's sewer system which transports waste to the Lakeland WCTS unless prior notification is provided by Bartlett to Lakeland, and a new or modified agreement is entered into addressing implementation and enforcement of the pretreatment program.

5.02. Industrial Dischargers

Bartlett hereby agrees to adopt a sewer use ordinance that subjects the industrial users to necessary pretreatment controls. With respect to the specific area of the City of Bartlett for which treatment is being provided at the Lakeland Scotts Creek WWTP, Lakeland shall be designated as the agent of Bartlett for the purposes of implementation and enforcement of that section of Bartlett's sewer use ordinance pertaining to the pretreatment program for industrial dischargers and may take any action under Bartlett's sewer use ordinance that could have been taken by Bartlett, including the enforcement of the ordinance in courts of law. In accordance with the foregoing, it is further agreed as follows:

(a). Bartlett will, to the extent allowed by law, revise its local sewer use ordinance within one hundred eighty (180) calendar days of the date of this Agreement to ensure that it is no less stringent and is as broad in scope as the pretreatment sewer use ordinance contained in Title 18 Chapter 4 of the City of Lakeland Code of Ordinances. Bartlett shall provide a draft of any applicable sewer ordinance revisions for review and approval by Lakeland and TDEC that meet the requirements of this paragraph within ninety (90) calendar days prior to the adoption of the ordinance.

(b). Bartlett will adopt pollutant specific local limits, which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Lakeland within one hundred eighty (180) calendar days of the date of this Agreement. If Lakeland makes any revisions or additions to its local limits, Lakeland will forward to Bartlett a copy of such revisions or additions within ninety (90) calendar days of enactment thereof. Bartlett will adopt any such revisions or additions within one hundred and eighty (180) calendar days of receipt thereof. If Lakeland adopts local limit(s) based upon mass of pollutant(s) (rather than concentration), Lakeland reserves the right to allocate loadings. In addition, Bartlett's ordinance shall adopt or incorporate by reference general and specific prohibitions as set forth in 40 C.F.R. Part 403 and categorical pretreatment standards as set forth in 40 C.F.R. Chapter I, Subchapter N.

(c). Whenever Lakeland revises its pretreatment sewer use ordinance, it will forward a copy of the revisions to Bartlett. To the extent allowed by law, Bartlett will adopt revisions to its sewer use ordinance that are at least as stringent and as broad in scope as those adopted by Lakeland. Bartlett

will forward to Lakeland for review its proposed revisions within ninety (90) calendar days of receipt of Lakeland's revisions. Bartlett will adopt its revisions within one hundred eighty (180) calendar days of receiving approval from Lakeland of the content thereof.

(d). Unless otherwise agreed to by the parties, Lakeland and/or its authorized contractors, on behalf of and as an agent for Bartlett will perform technical and administrative duties necessary to implement and enforce pretreatment provisions in Bartlett's sewer use ordinance within Bartlett's jurisdiction associated with industrial user discharges through the Bartlett sewer system to the Lakeland WCTS. This includes the right to, among other things, update the industrial waste survey; issue permits to industrial users; conduct inspections, sampling and analysis; take appropriate enforcement action provided for by State law and/or in Bartlett's sewer use ordinance; and perform other technical or administrative duties the parties deem appropriate. In addition, Lakeland may, as an agent of Bartlett, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

(e). Bartlett will reimburse Lakeland for all costs and expenses incurred in implementing and/or enforcing Bartlett's sewer use ordinance including reasonable attorney's fees. Lakeland will provide Bartlett with a detailed accounting of all such costs.

(f). If the authority of Lakeland to act as an agent for Bartlett under this Agreement is questioned by any industrial user, court of law, or otherwise, Bartlett will take whatever action is necessary to ensure the implementation and enforcement of its sewer use ordinance against its industrial users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and/or amending this Agreement to clarify Lakeland's authority.

(g). Lakeland shall have the authority to require reports from any industrial user located in the area serviced by Lakeland's WCTS. Such reports shall include information reasonably requested by Lakeland and in accordance with applicable law.

(h). Bartlett shall identify and report to Lakeland all dental facilities currently located within the area serviced by Lakeland WCTS and shall further identify any dental facilities located in such areas in the future during the term of this Agreement.

5.03. Industrial User Outside Town Limits

An industrial user located outside the jurisdictional boundaries of Bartlett may be allowed to discharge into Bartlett's sewer system or the sewer facilities located within Bartlett only by agreement of the Parties, and Bartlett and Lakeland will also enter into an agreement, substantially equivalent to the relevant provisions of this Agreement, with the jurisdiction in which such industrial user is located, if other than Lakeland.

5.04. Industrial User Surcharge

Industrial dischargers subject to surcharges for higher strength wastewater will pay surcharge fees directly to Lakeland as required by Lakeland.

VI. Term, Modification, and Termination of Agreement

6.01. Term of Agreement

This Agreement shall become effective on the date signed by both Parties ("Effective Date") and shall remain in effect until December 31, 2050 (hereafter the "Term"). Should Bartlett provide notice of intent to renew within twelve (12) months of the expiration of this Agreement, it shall automatically renew for an additional twenty-five (25) years.

6.02. Modification of Agreement

Each and every modification and amendment of this Agreement must be in writing by each of the Parties hereto, unless otherwise specified herein.

6.03. Termination of Agreement

A. Termination for Cause

(1) Notwithstanding Section 6.01 included herein, either party, at its option, may give three (3) months written notice to the other party of the intent to terminate this Agreement whenever one or more of the following conditions occur:

- a. Any order which would make the terms of this Agreement unfeasible is issued by a Court, the United States of America, United States Environmental Protection Agency, State of Tennessee or any other agency having regulatory jurisdiction over said municipalities; but as soon as either party becomes aware of the possibility of the entry of such an order, it shall give the other party notice and permit it to participate in any proceedings to the extent allowed by applicable law relative to the possible entry and/or appeal of such order.
- b. Unresolved violations of any terms of this Agreement or of applicable provisions of Chapter 18, City of Lakeland, Code of Ordinances.
- c. Bartlett fails to manage, operate and maintain its sewer collection and conveyance system in accordance with accepted standards required by EPA, TDEC, or Lakeland.
- d. Bartlett gives notice that it will reroute its sewer flow that is the subject of this Agreement to other treatment facilities. If Bartlett withdraws any portion of the area served or reduces the flow of such sewage, the Agreement shall be modified accordingly.

(2) During the three (3) months' notice period, if the violation is one which can be cured by the payment of money in the opinion of Lakeland and is cured then the notice shall be withdrawn. If the violation is one which cannot be cured simply by the payment of money, in the opinion of Lakeland, then the party responsible for such violation shall have three (3) months to attempt to cure the violation and upon

effectuating such cure, the notice shall be withdrawn. The following among others will not be considered a violation that can be cured simply by the payment of money: flows originating or transmitted through the Bartlett sewers to the Lakeland WCTS that cause or contribute to a sanitary sewer overflow in Lakeland, , and/or a violation of a Lakeland NPDES permit caused solely by flows originating or transmitted through the Bartlett sewers to the Lakeland WCTS. Where necessary and where the party responsible for the violation has proceeded diligently and in good faith to cure such violation, then the cure period shall be extended in writing by the party giving notice of termination, for such time as the party giving notice of termination deems reasonably necessary to effectuate such cure.

(3) In the event that conditions constituting breach(es) of this Agreement continue without cure being timely made as provided above, Lakeland may:

a. Begin issuing stipulated penalties as outlined in Section 7.02 until the violation is cured and may take any reasonable action necessary to avoid imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination as described in Section 6.03(A)(5).

b. Provide written notice to Bartlett providing for phasing out the terms of this Agreement at the end of a reasonable time not to exceed twelve (12) years after the date of the initial three-month notice provided in Section 6.03.(A)(1) above;

c. Request that Bartlett submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Lakeland, is deemed to be a condition of this Agreement; and/or

(4) Notwithstanding the above, Lakeland agrees to provide Bartlett at least twelve (12) years from the notice of termination for Bartlett to construct its own wastewater treatment plant, connect its flows to a WCTS owned by another municipality, or implement another long-term solution. Nothing, herein, shall be deemed to authorize or require Lakeland to allow a condition to continue that can reasonably be expected to cause or contribute to a sanitary sewer overflow in Lakeland, a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, and/or a violation of a Lakeland NPDES permit. Lakeland may condition such additional time as provided herein upon Bartlett agreeing to such conditions as Lakeland deems appropriate (e.g., Bartlett's payment of fines, penalties, stipulated penalties, etc.).

(5) Notwithstanding any provision to the contrary, Lakeland may temporarily stop any flows originating from or transmitted through the Bartlett sewers to the Lakeland WCTS that are deemed by EPA, TDEC, and/or Lakeland to be an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. Lakeland will restore service to Bartlett once the EPA, TDEC, and/or Lakeland determine that the flows have returned to a safe condition.

B. Termination Upon Expiration of the Term of the Agreement

Upon expiration of the Term of this Agreement, including any renewal term for which Bartlett has given notice as provided in Section 6.01, this Agreement shall be deemed terminated and Bartlett shall pay Lakeland all outstanding fees and charges owed to Lakeland within ninety (90) calendar days from the effective date of such termination or expiration.

VII. Stipulated Penalties

7.01. Bartlett acknowledges that the City of Memphis has entered into a Consent Decree with the EPA, TDEC and Tennessee Clean Water Network ("TCWN") which subjects Memphis to stipulated penalties for failure to satisfy Consent Decree requirements. Bartlett further acknowledges that Lakeland has entered into an Inter-jurisdictional Agreement with Memphis which could subject Lakeland to stipulated penalties to the extent Lakeland violates its Agreement with Memphis or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis.

Accordingly, to the extent Bartlett violates this Agreement, causes Lakeland to violate its Agreement with Memphis, or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis, Bartlett shall be liable to Lakeland for stipulated penalties paid by Lakeland to Memphis, in accordance with Section IX of the Consent Decree, unless Memphis is excused under Section X of its Consent Decree with EPA, TDEC and TCWN. A violation includes failing to perform any obligation required by this Agreement, according to all applicable requirements and within the specified time period established by this Agreement. Notwithstanding the foregoing, Lakeland shall have the burden of proof to establish that the action or inaction of Bartlett is the proximate cause of the violation resulting in the imposition of stipulated penalties to Memphis under the Consent Decree. The Parties acknowledge that Bartlett has no authority to maintain sewer assets outside of its municipal boundary. As such, Bartlett shall not be deemed the proximate cause of any violation that arises out of flow generated from non-Bartlett residents or users. Stipulated penalties shall begin to accrue on the day after performance is due or the day the violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Agreement.

7.02. The following stipulated penalties shall apply for violations other than violations for which the City paid stipulated penalties under the Consent Decree. Stipulated penalties under this Section for non-Consent Decree violations may be excused in accordance with Section 8.12 herein.

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
One (1) to thirty (30) days	\$500
Thirty-one (31) to sixty (60) days	\$1000
Sixty-one (61) days and beyond	\$1500 (minimum subject to the significance of the violation)

7.03. A stipulated penalty under Section 7.01 and/or 7.02 as applicable shall be paid within thirty (30) days of receiving written demand for payment from Lakeland. The demand for payment from Lakeland

shall set forth the violation or failure to perform to which the stipulated penalty relates, the amount of the stipulated penalty being demanded, the calculation method underlying the demand, and the grounds on which the demand is based. Payments shall be made to the City of Lakeland, Office of City Engineering, 10001 Highway 70, Lakeland, TN 38002.

7.04. Bartlett's failure to pay the stipulated penalties shall subject Bartlett to interest accruing daily on such penalties at the maximum amount allowable by law.

7.05. The stipulated penalties provided for in this Agreement shall be in addition to any other rights or remedies available to Lakeland for Bartlett's violation of this Agreement or applicable law.

7.06. Lakeland may, in its sole discretion, reduce or waive stipulated penalties otherwise due under this Agreement.

VIII. General Provisions

8.01. Liability. Bartlett shall remain fully responsible for any and all liability related solely to the discharge of wastewater to Lakeland's WCTS from its sewer collection and conveyance system. Lakeland shall not be responsible for any permit issued to Bartlett or the management or oversight of Bartlett's sewer system.

8.02. Entry and Right to Inspect. Any authorized officer, employee or contractor of Lakeland may enter and inspect at any reasonable time any part of Bartlett's sewer system connected to Lakeland's WCTS and WWTP upon reasonable notice to Bartlett.

8.03. Records. Upon request, Bartlett shall provide Lakeland with a certified copy of its sewer use ordinance and any amendments thereto, other inter-jurisdictional agreements, if any, and any contract entered into for the purposes of regulating industrial waste. Bartlett shall retain copies of any and all records related to Bartlett's performance under this Agreement until five (5) years after the Term of this Agreement expires and provide Lakeland access and or copies of such documents within no more than ten (10) calendar days following Lakeland's request.

8.04. Entire Agreement. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

8.05. Governing Law. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

8.06. Venue. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement shall be filed and litigated in the courts of Shelby County, and each party hereby consents to the jurisdiction and venue of those courts for all such lawsuits.

8.07. Severability. If any terms or provisions of this Agreement are held to be illegal, invalid or

unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

8.08. Approval or Consent. Whenever under any provision of this Agreement the approval or consent of either party is required, such approval shall not be unreasonably withheld, delayed or denied.

8.09. Waiver. No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of either party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of either party's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

8.10. Notices.

Unless otherwise specified herein, whenever notifications, submissions, or communications are required, they shall be made in writing and addressed as follows:

To the City of Lakeland:

City Engineer
10001 Highway 70
Lakeland, TN 38002

With copy, if requested,
to:

City Attorney
8001 Centerview Parkway Suite 103
Cordova, TN 38018

To the City of Bartlett:

City Engineer
6382 Stage Road
Bartlett, TN 38134

With copy, if requested,
to:

City Attorney

6400 Stage Road
Bartlett, TN 38134

8.11. Dispute Resolution.

a. Exclusive Dispute Resolution Mechanism. It is the intent of the parties that they shall collaborate to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), in a mutually agreeable manner. The procedures set forth in this Section 8.11 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and shall be an express condition precedent to litigation or binding arbitration of the Dispute.

b. Negotiations. The parties agree that they shall first use their best efforts in an attempt to settle the Dispute informally through negotiations involving themselves or their representatives they each deem appropriate at the lowest possible levels of decision-making. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each party set out below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party) ("**Executive(s)**").

Executive of City of Lakeland:	City Engineer
	10001 Highway 70
	Lakeland, TN 38002

Executive of City of Bartlett:	City Engineer
	6382 Stage Road
	Bartlett, TN 38134

For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provisions set forth at Section 8.10 herein, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the executives designated above.

If the Executives cannot resolve the Dispute during the time period ending fifteen (15) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation as set forth in Section 8.11(c) below.

c. Mediation. Subject to Section 8.11(b), the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

d. Litigation or Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within ninety (90) calendar days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 8.06 herein.

8.12. Force Majeure. Lakeland shall use reasonable efforts to furnish to Bartlett the services provided for in this Agreement. Additionally, neither party shall be deemed in default hereunder, nor shall either party be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, pandemics, acts of governmental authorities (excluding the parties to this Agreement) or acts of nature or other similar cause.

8.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement may not be assigned without the prior written consent of the other party.

8.14. No Third-Party Benefit. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either Party shall run to, or be enforceable by, any party other than the other party to this Agreement.

8.15. Other Instruments/Actions. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the Parties and as against third parties.

8.16. Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

8.17. Exhibits. All Exhibits to this Agreement are hereby incorporated herein by reference as if fully copied herein verbatim.

8.18. Counterparts. This Agreement may be signed in counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronically, and any such signature shall have the same legal effect as an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, This Agreement has been duly executed by the authorized representatives of the parties as set forth below.

CITY OF LAKELAND

By: _____
Josh Roman, Mayor

By: _____
Emily Harrell, City Engineer

Approved as to form:

Will Patterson, City Attorney

CITY OF BARTLETT

By: _____
David Parsons, Mayor

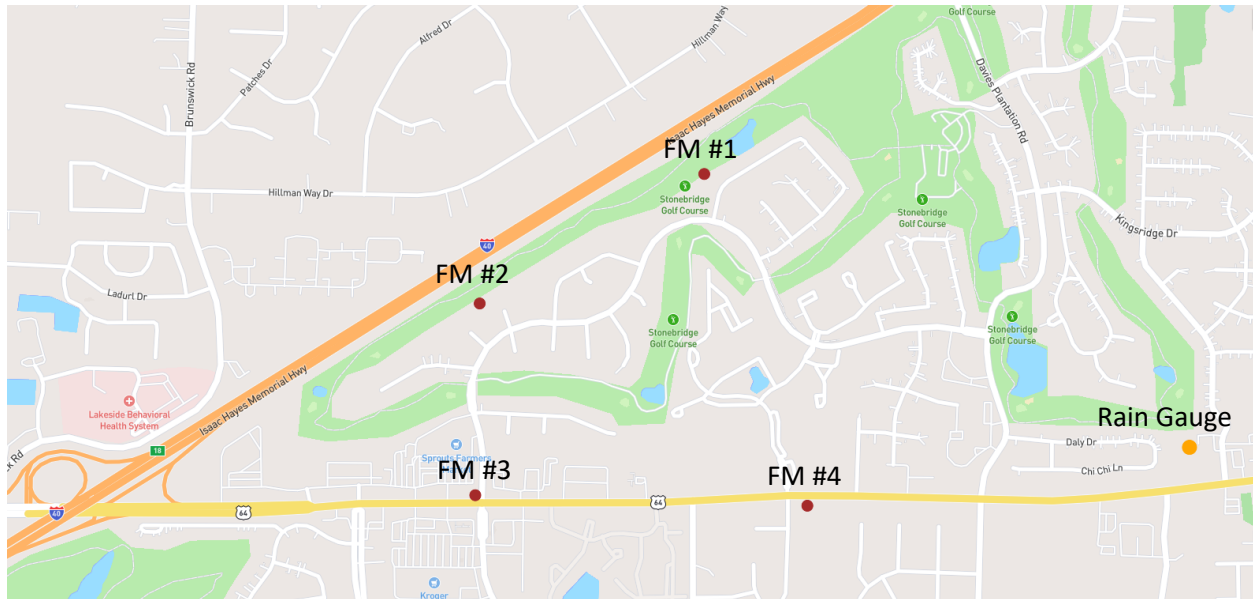
By: _____
John Horne, City Engineer

Approved as to form:

Ed McKenney, City Attorney

APPENDIX A

FLOW METER LOCATIONS



APPENDIX B

2024 ESTIMATE OF PERCENT FLOW PER BASIN

DRAFTSMAN, AS DATE 11-1-64
BUREAU ENGINEER
DIVISION OF PUBLIC WORKS BUREAU

22 127 6 6 Q

DATE
NO. DATE BY

REVISIONS
REMARKS

Remove MH, Rim & Cover and Deliver to City Sewer & Drain Maintenance Department at 664 St. JODE PL. (901/528-2917)
Finished Grade

Elevation View

Remove Wall to 2 Ft. Below Finished Grade.
Backfill with Compacted Soil.
Existing Pipe

Plan View

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