



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

MONDAY, NOVEMBER 14, 2022 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Michael Gill, New Hope Christian Church

FUTURE MEETINGS

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

BPACC Advisory Board, November 15 at 6 p.m.

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

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

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

Family Assistance Commission, December 5 at 6 p.m.

Planning Commission, December 5 at 7 p.m.

Beer Board, December 6 at 6 p.m.

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

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 25, 2022 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Presentation of General Obligation Bonds, Series 2022. (Dick Phebus, Director of Finance)**

2 Bid for HVAC rooftop unit replacement at the Bartlett Recreation Center. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Eagle Pro, LLC at a cost of \$186,000.00. Funds are available in Account 311.48311.785.54322.

3 Subdivision contract for Weakley Woods Subdivision. (John Horne, Assistant Director of Engineering)

The developers, Robert and Tamra Weakley, will pay \$1,700.00 in City fees. The bond is set at \$0.00.

NEW BUSINESS

1 Utilities and road contract for Union Depot Phase IA. (John Horne, Assistant Director of Engineering)

Phase IA for Union Depot is shown in the attached drawing called PHIA Roads. Phase IA only includes the road construction for the following roads: Union Depot Drive, Talcott Lane, and Portage Drive. It also includes the public water, sewer, and drainage utilities within these roads. Furthermore, there is no subdivision of property within this phase. Later phases will subdivide this portion of land and will require a Subdivision Contract. The developer, Blue Sky Communities, Inc., will pay \$78,091.32 in City fees. The bond is set at \$884,092.96.

2 Resolution 37-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)

3 Resolution 38-22, a resolution to amend the FY2023 Capital Improvement Program Budget to transfer \$1,409,105.56 from Project 456 to Project 459 and Project 4561 to provide funding for signal pole replacement and TDOT Brother-Yale paving. (Dick Phebus, Director of Finance)

4 Resolution 39-22, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 25, 2022 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Lynn Butler, Ellendale Baptist Church

FUTURE MEETINGS

Bartlett Station Commission, November 2 at 7:30 a.m.

City Beautiful Commission, November 3 at 6:30 p.m.

Industrial Development Board, November 3 at 7 p.m.

Family Assistance Commission, November 7 at 6 p.m.

Planning Commission, November 7 at 7 p.m.

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

Board of Mayor and Aldermen Meeting, November 14 at 6 p.m.

RECOGNITIONS

Check Presentation to Youth Villages

The Parks and Recreation Department and Pickleball Committee presented Youth Villages' Director of Development, Katie Jones and Development Coordinator, Chloe Alexander with a check for \$58,393.25. This money was raised by the 19th Annual Pickleball Fundraising Tournament.

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

Minutes Acceptance: Minutes of Oct 25, 2022 6:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the September 27, 2022 Board of Mayor and Aldermen Regular Meeting**

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

PUBLIC HEARING

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

- I. Resolution 34-22, a resolution approving a special use permit to allow a general automobile repair establishment to be located at 5798 Ferguson Road, within the “I-O” Wholesale and Warehouse zoning district.

Mr. Trey Fleeman, 695 I Briarhill, spoke in favor of having a motorcycle shop in Bartlett.

No one spoke against.

Adjourned at 6:08 p.m.

UNFINISHED BUSINESS

- I Resolution 34-22, a resolution approving a special use permit to allow a general automobile repair establishment to be located at 5798 Ferguson Road, within the “I-O” Wholesale and Warehouse zoning district. (Kim Taylor, Director of Planning and Economic Development)

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

CONSENT AGENDA

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

- I **Special event permit for Ellendale Baptist Church Fall Festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, October 30 from 4 p.m. to 6 p.m. at Ellendale Baptist Church.

2 Special event permit for Mountain Bike Race-12 Hours of Stank. (Jim Brown, Director of Code Enforcement)

The event will be held on Saturday, November 19 from 8 a.m. to 9 p.m. at Nesbit Park.

3 Contract for Brunswick Road, Elmore Park Road, and Elmore Road Asphalt Resurfacing Design Project. (John Horne, Assistant Director of Engineering)

Recommend accepting the environmental and design contract proposal from EnSafe in the amount of \$206,073.00. Funds are available in Account 311.48311.772.458.

4 Treasurer's Report for September 2022. (Dick Phebus, Director of Finance)

Budgeted Expenditures	\$92,054,808
Year-to-date Expenditures	\$28,030,183
Budgeted Revenues	\$92,054,808
Year-to-date Revenues	\$13,339,303

NEW BUSINESS

1 Resolution 35-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund. (Dick Phebus, Director of Finance)

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

2 Resolution 36-22, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by Sourcewell. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Alderman Pleasant encouraged everyone to research and give serious thought to their candidate selections and vote.

ADJOURNMENT

Meeting adjourned at 6:13 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Oct 25, 2022 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/14/22 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Presentation of General Obligation Bonds, Series 2022.

State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for General Obligation Bonds, Series 2022. The attached form reflects the \$3,705,000 bonds approved on July 26, 2022.

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

1. Public Entity:	
Name:	<u>City of Bartlett, Tennessee</u>
Address	<u>6400 Stage Road</u>
	<u>Bartlett, Tennessee 38134</u>
Debt Issue Name:	<u>General Obligation Public Improvement Bonds, Series 2022</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: <u>\$ 3,705,000.00</u>	
Premium/Discount:	<u>\$ 180,546.90</u>
3. Interest Cost: <u>3.8940</u> %	
☒ Tax-exempt ☐ Taxable	
☒ TIC ☐ NIC	
☐ Variable: Index _____ plus _____ basis points; or	
☐ Variable: Remarketing Agent _____	
☐ Other: _____	
4. Debt Obligation:	
☐ TRAN ☐ RAN ☐ CON ☐ BAN ☐ CRAN ☐ GAN ☒ Bond ☐ Loan Agreement ☐ Financing Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("LGF").	
5. Ratings:	
☐ Unrated Moody's <u>Aa1</u> Standard & Poor's <u>AAA</u> Fitch _____	
6. Purpose:	
	BRIEF DESCRIPTION
☒ General Government <u>100.00</u> % ☐ Education _____ % ☐ Utilities _____ % ☐ Other _____ % ☐ Refunding/Renewal _____ %	<u>Financing various capital projects for City</u> _____ _____ _____
7. Security:	
☒ General Obligation ☐ General Obligation + Revenue/Tax ☐ Revenue ☐ Tax Increment Financing (TIF) ☐ Annual Appropriation (Financing Lease Only) ☐ Other (Describe): _____	
8. Type of Sale:	
☒ Competitive Public Sale ☐ Interfund Loan _____ ☐ Negotiated Sale ☐ Loan Program _____ ☐ Informal Bid	
9. Date:	
Dated Date: <u>10/27/2022</u>	Issue/Closing Date: <u>10/27/2022</u>

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2023	\$ 115,000.00	5.0000 %	2033	\$ 185,000.00	5.0000 %
2024	\$ 120,000.00	5.0000 %	2034	\$ 195,000.00	5.0000 %
2025	\$ 125,000.00	5.0000 %	2035	\$ 205,000.00	4.0000 %
2026	\$ 130,000.00	5.0000 %	2036	\$ 215,000.00	4.0000 %
2027	\$ 140,000.00	5.0000 %	2037	\$ 220,000.00	4.0000 %
2028	\$ 145,000.00	5.0000 %	2038	\$ 230,000.00	4.0000 %
2029	\$ 155,000.00	5.0000 %	2039	\$ 240,000.00	4.0000 %
2030	\$ 160,000.00	5.0000 %	2040	\$ 250,000.00	4.0000 %
2031	\$ 170,000.00	5.0000 %	2041	\$ 260,000.00	4.0000 %
2032	\$ 175,000.00	5.0000 %	2042	\$ 270,000.00	4.0000 %
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 25,000	PFM Financial Advisor
Legal Fees	\$	
Bond Counsel	\$ 15,000	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 700	U.S. Bank Trust Company, National Association
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 27,063	S&P; Moody's
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount 0.10 %		
Take Down	\$ 35,213	Fidelity Capital Markets
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 5,000	Printer/Miscellaneous
TOTAL COSTS	\$ 107,976	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-134)**12. Recurring Costs:**☐ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	450.00	
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:☐ None Prepared☒ EMMA link <https://emma.msrb.org/IssueView/Details/P2418803> or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes ☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☒ Yes ☐ NoIf yes to either question, date that disclosure is due June 30Name and title of person responsible for compliance Dick Phebus, Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/08/2020

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes ☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes ☐ No**17. Submission of Report:**

To the Governing Body:

on 11/08/2022

and presented at public meeting held on

11/08/2022Copy to Director, Division of Local Govt Finance: on 10/27/2022 either by:☐ Mail to:

OR

☒ Email to:Cordell Hull Building
425 Rep. John Lewis Parkway N., 4th Floor
Nashville, TN 37243-3400LGF@cot.tn.gov**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	A. Keith McDonald <i>A. Keith McDonald</i>	Lillian M. Blackshear
Title	Mayor, City of Bartlett, TN	Bond Counsel
Firm	Mayor, City of Bartlett, TN	Bass, Berry & Sims PLC
Email	kmcdonald@cityofbartlett.org	lblackshear@bassberry.com
Date	10/27/2022	10/27/2022



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 11/14/22 06:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for HVAC rooftop unit replacement at the Bartlett Recreation Center.

On September 8, 2022, an ad was placed in *The Daily News*. On September 29, 2022, the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Eagle Pro, LLC	\$186,000.00
Walker J Walker	\$208,400.00
Morgan & Thornburg	\$222,000.00
Damon Marcus	\$222,316.00
A&B Construction	\$245,077.00

We recommend the bid be awarded to Eagle Pro, LLC for a total price of \$186,000.00.

Funds are available in Account 311.48311.785.54322.

Thank you for your consideration.

BID RESPONSE SHEET

FY2023-09-005 ROOFTOP UNIT REPLACEMENT

DUE 09/29/2022 AT 2:00 P.M.

COMPANY/BIDDER	TOTAL BID	NOTES	W-9 if yes check	PUBLIC ACTS if yes check
Eagle Pro, LLC	\$186,000.00		X	X
Walker J Walker	\$208,400.00		X	X
Morgan & Thornburg	\$222,000.00		X	X
Damon Marcus	\$222,316.00		X	X
A&B Construction	\$245,077.00		X	X
* Apparent low bidder pending review				

Attachment: Bid Response Sheet Rooftop Unit Replacement FY2023-09-005 9.29.2022 (3230 : BRC

October 27, 2022

Michael Goldberg, CPRP, AFO
Facility Manager
Bartlett Recreation Center
7700 Flaherty Place
Bartlett, TN 38133

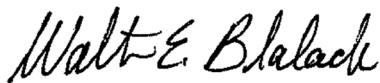
RE: City of Bartlett – Bartlett Recreation Center RTU Replacement

Dear Mr. Goldberg:

SSR has reviewed the bid results on the above referenced project. We spoke to Mr. Chris Stokes with Eagle Pro, LLC., and he indicates he is “good” with their bid, as presented. As you are aware, Eagle Pro responded to the e-mail questions in the affirmative, and the Eagle Pro bid is within the bid range for the project.

Due to the current unpredictable and volatile nature of the market, SSR recommends proceeding with the project as bid by Eagle Pro, LLC in the amount of \$186,000.00.

Sincerely,
SSR, Inc.

A handwritten signature in black ink that reads "Walter E. Blalack". The signature is written in a cursive, flowing style.

Walter E. Blalack, PE, CPD, LEED AP
Senior Project Manager

CC: Debbie Cairncross, City of Bartlett

Attachment: Letter_SSR_Bid Recommendation-FY2023-09-005 (3230 : BRC Rooftop Unit Replacement)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/14/22 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision contract for Weakley Woods Subdivision.

RESIDENTIAL SUBDIVISION CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and ROBERT AND TAMRA WEAKLEY hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat Entitled: WEAKLEY WOODS SUBDIVISION dated April 4, 2022, made by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and established certain conditions for approval of the Final Plat of said subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

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

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.
17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.
18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

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

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

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

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

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

STREET NAME POST: 3" galvanized round post 12' long.

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

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

assumed by individual builders including any bonding or warranty requirements of the CITY.

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

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

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

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

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be

installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

See SPECIAL CONDITIONS.

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.
2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-

13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.
4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.
5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.
6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

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

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

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

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

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

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

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

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty

period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

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

XV**BONDING REQUIREMENTS**

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI**HOLD HARMLESS**

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

This Subdivision is located in an area without any access to public sewer service. The property has an existing septic tank. Sewer Connection Fee will be waived due to no access to public sewer. If at a future date public sewer becomes available and the DEVELOPER or current owner wishes to connect the connection fee shall be paid at that time.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
WEAKLEY WOODS S/D**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$0.00)	\$0.00
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	\$0.00
	b. Subdivision & site plan review fee @ \$175 per lot. (1 Lot)	\$175.00
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$20.00 \$25.00 implies \$25.00	\$25.00
4	City Subdivision Inspection @ A: 3% of Development Cost or B: \$300.00 per Lot Whichever is greater Development Cost = \$0.00	\$0.00 \$300.00 \$300.00
5	Water Connection Fee @ \$2,000.00 per Lot 1 Lots \$2,000.00	Previously paid
6	Sewer Connection Fee @ \$2000.00 per Lot 1 Lots \$2,000.00	NORTH BASIN N/A*
7	DRAINAGE BASIN (LOOSAHATCHIE) Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 1 Lots \$500.00	\$500.00

Attachment: Weakley Woods SD CONTRACT (3234 : Subdivision Contract for Weakley Woods Subdivision)

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 1 Lots	\$0.00	\$0.00
9	City portion of Water Improvements		\$0.00
10	DISTRICT _____ Park Land Development Fee @ \$700.00 per Lot 1 Lots	\$700.00	\$700.00
TOTAL DUE CITY			\$1,700.00

II. Due after date of Subdivision Contract and within 30 days
after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	\$0.00
2. Street Light (Estimated at \$650.00 per lot) 1 Lots	\$0.00
TOTAL DUE II	\$0.00

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND)

\$0.00

* Special Conditions, Page 21 of 24.

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

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

CITY OF BARTLETT

ROBERT WEAKLEY

TAMRA WEAKLEY

TYPED OR PRINTED SIGNATURE

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Weakley Woods SD CONTRACT (3234 : Subdivision Contract for Weakley Woods Subdivision)

LOCATION MAP



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 11/14/22 06:00 PM

Department: Engineering

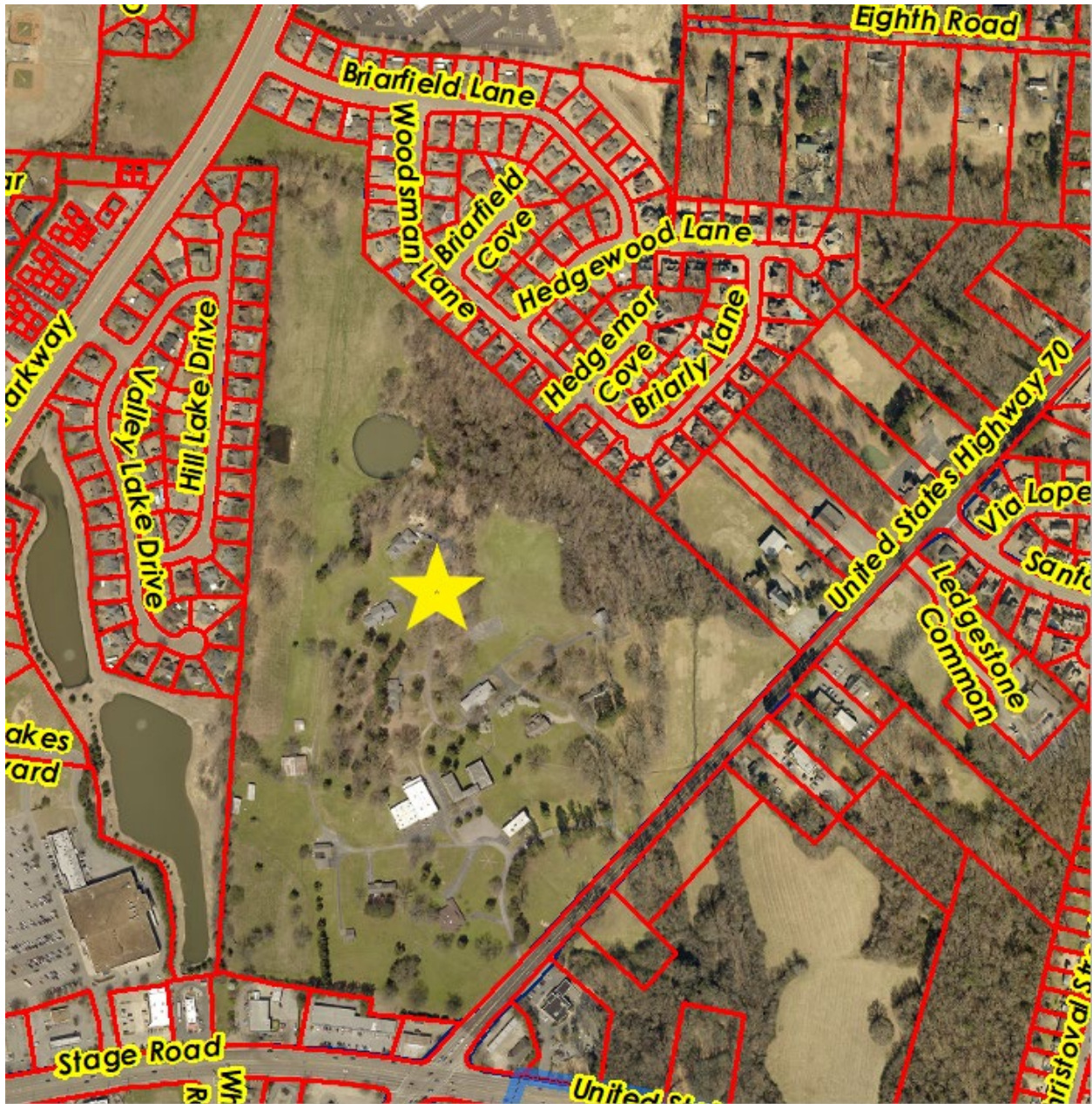
Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Utilities and road contract for Union Depot Phase IA.

Location Map- Union Depot



Attachment: Location Map (3237 : Utilities and Road Contract for Union Depot Phase 1A)

UTILITIES AND ROAD CONTRACT

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

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved construction plans for: UNION DEPOT PHASE 1A dated September 6, 2022, made by the DEVELOPER; and WHEREAS, the DEVELOPER has commenced with the development of UNION DEPOT PHASE 1A which property is within the utility service of the CITY, and the CITY and DEVELOPER mutually agree that the CITY will service and maintain certain utility requirements of the DEVELOPMENT on the following terms and conditions:

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

GENERAL PROVISIONS

1. That the DEVELOPER shall, at its expense, provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY

ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That, in providing technical assistance, planning and review of the development, the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the construction.

5. That, subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivisions. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be

underground to pad mounted transformers located at the side property line between the houses.

The secondary service shall also be underground. Any pad mounted switchgear, as required, shall be located on the side property line.

8. That, when mutually agreed by the CITY and the DEVELOPER, the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of the development.

10. That, if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

11. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

12. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

13. That the DEVELOPER will not transfer the property on which this construction is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made and the Transferee agrees in writing to assume all liabilities and responsibilities of the DEVELOPER by means of a duly executed Assumption Agreement.

14. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation and subject to a declaration of default.

15. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

16. That, should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees and expenses.

17. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including, but not limited to, the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, water service, utility service, sewer service and other related items, shall be in accordance with the regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other

drainage structures shown on the street plan and development plans, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS, which are hereby made a part of this contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and, if approved, the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 7 of 17)
2. That the DEVELOPER shall install, at its expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the construction contract and shall be fabricated in accordance with the following Standards and Specifications.

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

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

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

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

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

STREET NAME POST: 3" galvanized round post 12' long.

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

3. That, if it is not necessary to change an existing road grade and alignment, the DEVELOPER shall be required to construct drainage, curbs and gutters, grade, gravel, and install pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.
4. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT, upon demand, a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and shall be paid by the DEVELOPER prior to installation. This final surface (1") can be installed once the initial 2" base is inspected and approved. After the 2" base and final 1" surface have been installed, inspected, and accepted, the Bond can be reduced by 50% and held for 1 year. In subsequent phases (1B, 2A, and Mixed Use) that utilize the 1A roads for access, a

separate Road Bond shall be utilized for each phase. These Bonds shall cover the 3” depth of asphalt paving and shall be held until 100% build-out of each phase, and then reduced to zero.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said future subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said development.

2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system and water service system with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and, once duly filed, said filing shall sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system.

VI**SEWER SERVICE**

That the DEVELOPER shall pay to the CITY the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said development, and sewer laterals to the front on each lot within the said future subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service. Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). There is a minimum charge of \$25 per contract.

VII**JEOPARDY OF BUILDING PERMITS**

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

VIII**SEDIMENT AND DEBRIS**

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of sediment or debris from drainage flowing from said construction site. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after

construction and during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All excavation and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In the event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said contract, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the Development in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said Development. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

IX

EASEMENTS

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

X

TITLE TO WATER AND SEWER LINES

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

XI

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. Retention and storage basins with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the development shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the site after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the site and discharge all waters reasonably expected to flow from the site so as not to damage or flood properties, nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the as-builts prior to the final approval.

2. That, in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided, the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

4. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and, in providing technical assistance, planning and review, the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

6. In providing technical assistance, planning and review, the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

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

8. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY

ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorney's fees for the defense of same.

9. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

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

XII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents, nor partial or entire occupancy of the future subdivision, shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance, unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect, but is in addition to, the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period, beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty

period is to extend one (1) year after the City's final acceptance. The Bond required in these warranty periods is to be 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIII

STREET LIGHTS

1. The Developer is responsible for the cost of street light installation. These streetlights will be privately owned and maintained.

XIV

BONDING REQUIREMENTS

That, prior to proceeding with any site preparation, construction or installation of improvements, the DEVELOPER shall deposit with the CITY all required fees and assessments and shall deliver a formal Offer of Irrevocable Dedication of public improvements and land in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Letter of Credit, or cash bond in the amount identified on Page 16 of said contract and with terms

acceptable to the CITY.

XV

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the development, including reasonable costs, litigation expenses and attorney's fees for defense of same.

SPECIAL CONDITIONS:

This Union Depot Phase 1A development contract incorporates preliminary infrastructure for the future subdivision of this property as Union Depot Phase 2A. This development contract includes road construction and all drainage, sewer, and water infrastructure within said road.

This development contract does not include any subdivision of property. Because of this, this current contract does not include any lot based fees or sewer and water connection fees. In the future, if the DEVELOPER desires to subdivide this property as Phase 2A, at that time a subdivision contract shall be brought to the Board and Mayor of Aldermen to pay for all associated lot fees as well as sewer and water connection fees.

Attachment: Phase 1A Contract 11-9-22 (3237 : Utilities and Road Contract for Union Depot Phase 1A)

XVI

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
UNION DEPOT PHASE 1A**

I.		Due at Execution of Contract and before Construction Begins:	
1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost =	\$244,802.50)	<u>\$36,720.38</u>
2.	a. Water System Engineering and Subdivision Review (@) 6% of Water Main Cost		<u>\$14,688.15</u>
3	Sewer Review Fee - \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$25.00 implies	\$160.00	<u>\$160.00</u>
4	City Inspection @ 3% of Full Development Cost Full Development Cost =	\$884,092.96	<u>\$26,522.79</u>
TOTAL DUE CITY			<u>\$78,091.32</u>
II.		Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.	
	1. Asphalt Paving Cost (Estimated Construction Cost)		<u>\$131,664.46</u>
	2. Street Light (Privately Owned)		<u>N/A</u>
TOTAL DUE II			<u>\$131,664.46</u>
III.		Upon Execution of Subdivision Contract and Before Construction Begins (BOND)	<u>\$884,092.96</u>

Attachment: Phase 1A Contract 11-9-22 (3237 : Utilities and Road Contract for Union Depot Phase 1A)

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

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

CITY OF BARTLETT

BLUE SKY COMMUNITIES, INC

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

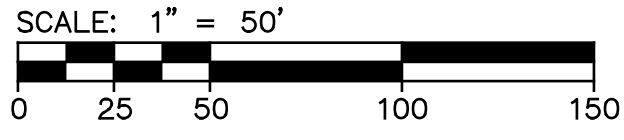
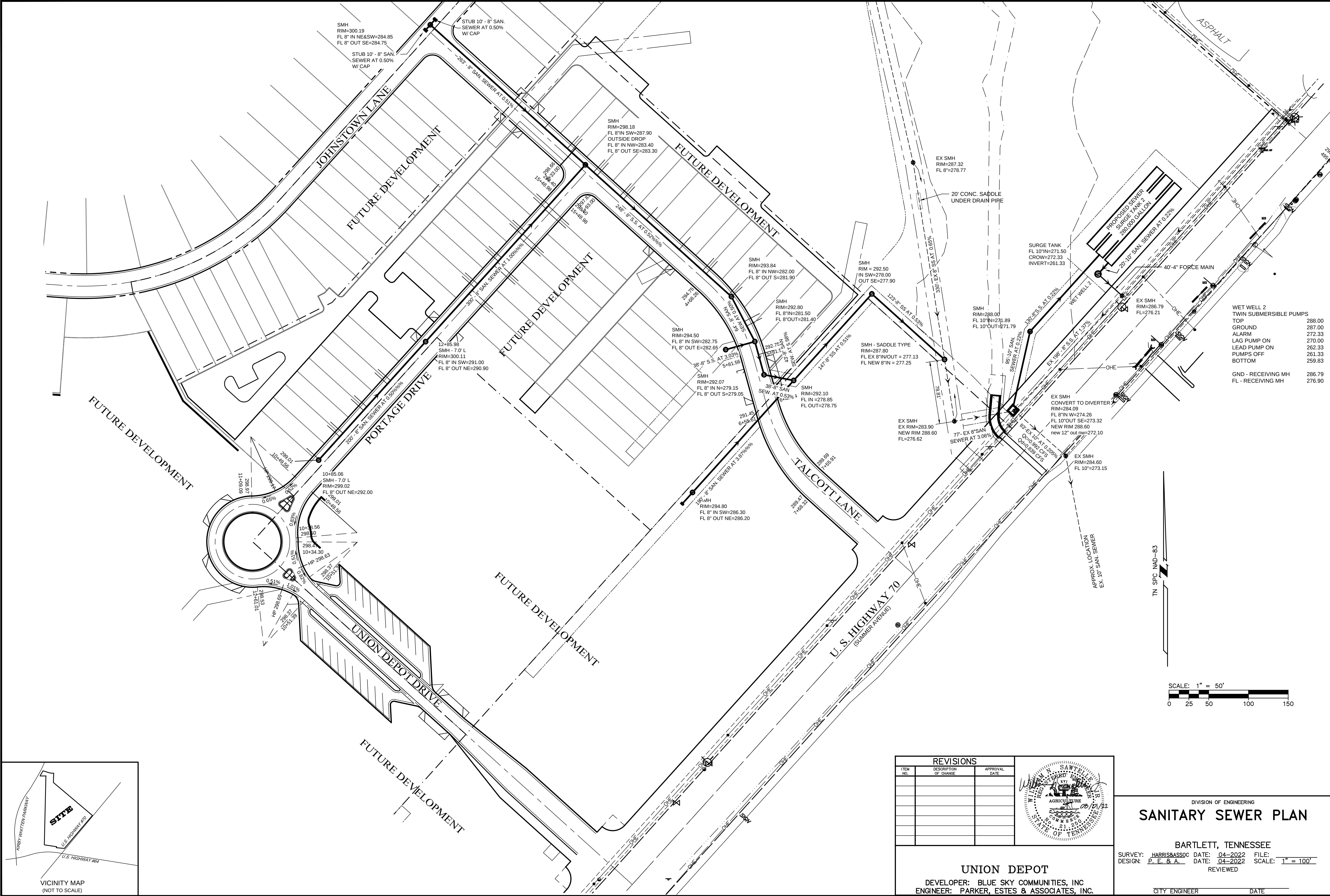
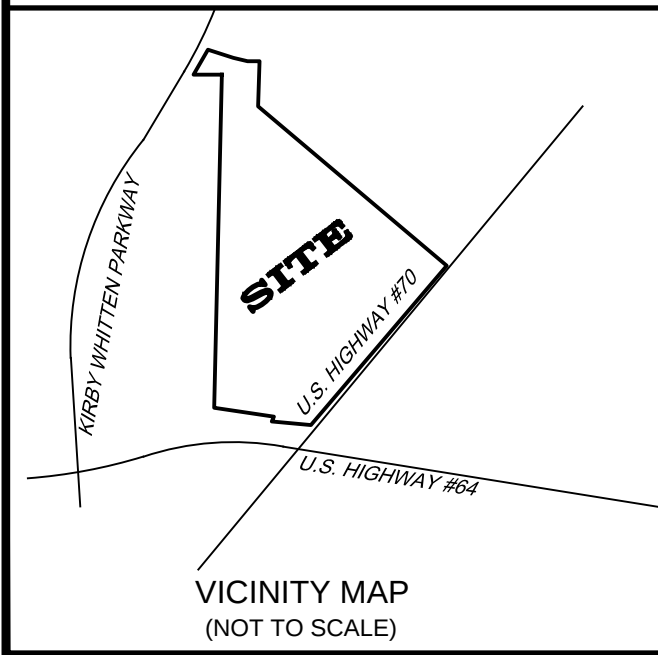
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Phase 1A Contract 11-9-22 (3237 : Utilities and Road Contract for Union Depot Phase 1A)

L:\DWG\Baptist Childrens Home\Site Base - 06-22-2022 - R1.dwg, C401 - Sewer, 7/20/2022 1:15:28 PM



REVISIONS		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

UNION DEPOT
DEVELOPER: BLUE SKY COMMUNITIES, INC
ENGINEER: PARKER, ESTES & ASSOCIATES, INC.

DIVISION OF ENGINEERING

SANITARY SEWER PLAN

BARTLETT, TENNESSEE

SURVEY: HARRISBASSOC DATE: 04-2022 FILE:
DESIGN: P. E. & A. DATE: 04-2022 SCALE: 1" = 100'
REVIEWED

CITY ENGINEER _____ DATE _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3232)

Meeting: 11/14/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3232

Resolution 37-22, a resolution to amend the Fiscal Year 2023 Bartlett City Schools General Purpose School Fund and Education Capital Projects Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City Board of Education, using Resolution 10-2, has approved a budget amendment on October 27, 2022, which increases its Education Capital Projects Special Revenue Fund expenditures by \$550,000 for the purpose of installation/addition/upgrade of generators at eleven (11) school buildings. Funds were provided for this increase from a budgeted use of General Purpose School Fund Balance of \$550,000; and

WHEREAS, resolution 10-2 of the Bartlett City Board of Education is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendments to the FY2023 General Purpose School Fund and Education Capital Projects Fund of the Bartlett City Board of Education are approved.

Adopted this day of November 14, 2022

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 10-2

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2022-2023 FISCAL YEAR EDUCATION CAPITAL PROJECTS FUND BUDGET OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the General Purpose Fund Budget and the Education Capital Projects Fund Budget for the 2022-2023 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts and within the following grants referenced below:

2022-23 GENERAL PURPOSE FUND BUDGET FUND BALANCE:	\$37,856,570.99
General Purpose Fund Balance is amended in the following category:	
141-34555-00000-000-0000-0000 Fund Balance is amended from \$37,856,570.99 to \$37,306,570	(\$550,000.00)
Amended General Purpose Fund Balance	\$37,306,570.99
2022-23 EDUCATION CAPITAL PROJECTS FUND BUDGET REVENUES	\$4,556,547.36
Revenues are amended in the following categories:	
177-49800-00000-000-0000-5270 Education Capital Projects – Transfer In from General Fund – Altruria Generator is amended from \$0 to \$105,000	\$105,000

177-49800-00000-000-0000-5290 Education Capital Projects-Transfer In from General Fund-Bon Lin Middle Generator is amended from \$0 to \$120,000	\$120,000
177-49800-00000-000-0000-5500 Education Capital Projects-Transfer In from General Fund-Bon Lin Elem Generator is amended from \$0 to \$65,000	\$65,000
177-49800-00000-000-0000-5510 Education Capital Projects-Transfer In from General Fund-Elmore Park Generator is amended from \$0 to \$120,000	\$120,000
177-49800-00000-000-0000-5520 Education Capital Projects-Transfer In from General Fund-Rivercrest is amended from \$0 to \$140,000	\$140,000
Amended 2022-23 Education Capital Projects Fund Budget Revenues	\$5,106,547.36
2022-23 EDUCATION CAPITAL PROJECTS FUND BUDGET EXPENDITURES	\$4,556,547.36
Expenditures are amended in the following categories:	
177-91300-30400-000-0000-5270 Education Capital Projects – Architects – Altruria Generator is amended from \$0 to \$5,000	\$5,000
177-91300-70700-000-0000-5270 Education Capital Projects-Building Improvements-Altruria Generator is amended from \$0 to \$100,000	\$100,000
177-91300-30400-000-0000-5290 Education Capital Projects-Architects-Bon Lin Middle Generator is amended from \$0 to \$5,000	\$5,000
177-91300-70700-000-0000-5290 Education Capital Projects-Building Improvements-Bon Lin Middle Generator is amended from \$0 to \$115,000	\$115,000
177-91300-30400-000-0000-5500 Education Capital Projects-Architects-Bon Lin Elem Generator is amended from \$0 to \$5,000	\$5,000
177-91300-70700-000-0000-5500 Education Capital Projects-Building Improvements-Bon Lin Elem Generator is amended from \$0 to \$60,000	\$60,000
177-91300-30400-000-0000-5510 Education Capital Projects-Architects-Elmore Park Generator is amended from \$0 to \$5,000	\$5,000
177-91300-70700-000-0000-5510 Education Capital Projects-Building Improvements-Elmore Park Generator is amended from \$0 to \$115,000	\$115,000

177-91300-30400-000-0000-5520 Education Capital Projects-Architects-Rivercrest Generator is amended from \$0 to \$5,000		\$5,000
177-91300-70700-000-0000-5520 Education Capital Projects-Building Improvements-Rivercrest Generator is amended from \$0 to \$135,000		\$135,000
Amended 2022-23 Education Capital Projects Fund Budget Expenditures		\$5,106,547.36

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective October 27, 2022 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of October, 2022.

D. Bryan Woodruff, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3235)

Meeting: 11/14/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3235

Resolution 38-22, a resolution to amend the FY2023 Capital Improvement Program Budget to transfer \$1,409,105.56 from Project 456 to Project 459 and Project 4561 to provide funding for signal pole replacement and TDOT Brother-Yale paving.

WHEREAS, the City of Bartlett FY2023 Capital Improvement Program budget provided \$2,500,000 in bond proceeds to fund city wide overlay projects; and

WHEREAS, these bond funds may be used for other road and street projects as provided in Resolution 27-22, adopted by the Board of Mayor and Aldermen on July 26, 2022; and

WHEREAS, the City of Bartlett wishes to provide funding in its Capital Improvement Program Fund to allow completion of important city projects;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the FY2023 Capital Improvement Program Fund be amended in the amount of \$1,409,105.56 for Signal Pole Replacement and TDOT Brother-Yale Paving projects as detailed in the table below:

Account	Description	Budget Increase	Budget Decrease
311.48311.780.459	Signal Pole Replacement	\$ 288,638.50	
311.48311.780.4561	Brother-Yale Paving	\$1,120,467.06	
311.48311.780.456	City Wide Overlay		\$1,409,106.56

Adopted this day of November 14, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: November 14, 2022

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to amend FY2023 Capital Improvement Program Budget

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to amend the FY2023 Capital Improvement Program budget to provide budgetary authority for expenditures for signal pole replacement and completion of the Brother-Yale TDOT paving projects.

BACKGROUND: The City of Bartlett FY2023 State Street Aid budget provided \$400,000 for signal pole replacement for the Ivanhoe-Bartlett Blvd. street intersection. The low bid for this project from McCrory Electric plus engineering costs amounted to \$663,638.50. Additional encumbrances in this state street aid account less year-to-date expenditures resulted in a budget shortfall of \$288,638.50 in the signal pole replacement account. Bond proceeds from the 2022 G.O. Bond issue may be used for signal pole replacement. Engineering requests that bond proceeds in the CIP fund be used to cover this overage by transferring bond proceeds to project 459 in the CIP fund.

ADDITIONAL BACKGROUND: The TDOT Brother-Yale paving project in the CIP fund requires an additional revenue source of \$1,120,467.06 to complete. Bond proceeds from the 2022 G.O. Bond issue may be used for this purpose. Engineering requests that budgeted revenue from bond proceeds for city wide paving be utilized to cover these additional expenditures.

DISCUSSION:

- The bond covenant for 2022 bond proceeds used in the CIP Fund and budgeted for city wide overlay may be used to cover expenditures for the remaining costs of the Ivanhoe-Bartlett Blvd. signal replacement project and the remaining costs associated with the TDOT Brother-Yale paving project.

BUDGET IMPACT: There is no net increase or decrease in the overall FY2023 CIP budget. A redistribution of bond proceeds from the 2022 bond issue requires City of Bartlett Board of Mayor and Aldermen approval. Balance of \$1.449 million in city wide paving remaining after this budget amendment is considered sufficient to complete paving projects through June 2023.

PROPOSED MOTION: To approve resolution as presented authorizing the redistribution of 2022 bond proceeds for signal pole replacement and TDOT paving projects.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3236)

Meeting: 11/14/22 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3236

Resolution 39-22, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett tax rolls.

WHEREAS, the Shelby County Trustee's office has identified personal property taxes where the owner is out of business or collections would be beyond the statute of limitations and where the delinquent property taxes have been determined to be uncollectible and has removed all tax, interest, penalties and associated costs from the Trustee's tax system; and

WHEREAS, the City of Bartlett has determined that these taxes, interest and penalty, and property maintenance charges identified by the County Trustee's Office and other parcels dating from tax year 2010 through 2021 are delinquent and uncollectible;

NOW THEREFORE BE IT RESOLVED By the BOARD OF MAYOR AND ALDERMEN that the taxes, interest, penalties, and associated costs, including property maintenance charges, on the properties listed in the attached schedule totaling \$6,441.75 are deemed uncollectible and should be removed from the City of Bartlett tax system.

Adopted this day of November 14, 2022

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2022
 THRU JUNE 30, 2023

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB226274	50013	2016	A 24 HOUR BONDING COMPANY	7424 HWY 64	OUT OF BUSINESS	\$21.87
PB140208	40027	2011	A MASTERS TOUCH	2959 ELMORE PARK BLVD	OUT OF BUSINESS	\$1.49
PB140208	60022	2012	A MASTERS TOUCH	2959 ELMORE PARK BLVD	OUT OF BUSINESS	\$1.49
PB140208	50027	2013	A MASTERS TOUCH	2959 ELMORE PARK BLVD	OUT OF BUSINESS	\$1.62
PB234531	51900	2014	ACCOUNTRON PROFESSIONALS	2919 ELMORE PARK	OUT OF BUSINESS	\$5.83
			ADVANCED AIR CONDITIONING AND			
PB229796	50071	2015	HEATING	4217 BROOKHILL	OUT OF BUSINESS	\$10.21
			ADVANCED AIR CONDITIONING AND			
PB128518	50059	2016	HEATING	4217 BROOKHILL	OUT OF BUSINESS	\$10.69
PB242644	50148	2016	APPLEHEADZ SWEETZ BOUTIQUE	7140 STAGE	OUT OF BUSINESS	\$24.79
PB208152	50266	2010	BLUE SKY FREIGHT	3893 CLOVER HILL DR	OUT OF BUSINESS	\$25.03
PB208152	40299	2011	BLUE SKY FREIGHT	3893 CLOVER HILL DR	OUT OF BUSINESS	\$29.50
PB208152	60289	2012	BLUE SKY FREIGHT	3893 CLOVER HILL DR	OUT OF BUSINESS	\$29.50
PB208152	50324	2013	BLUE SKY FREIGHT	3893 CLOVER HILL DR	OUT OF BUSINESS	\$38.39
PB254365	50383	2018	BUSKEL INTEGRATED LLC	4345 BRUNSWICK	OUT OF BUSINESS	\$1.83
PB254365	50386	2019	BUSKEL INTEGRATED LLC	4345 BRUNSWICK	OUT OF BUSINESS	\$1.65
PB229500	50414	2020	C & M SAFE PROPERTIES LLC	3435 LUCY GAGE	OUT OF BUSINESS	\$7.69
PB119919	60466	2012	CORDOVA TAEKWONDO	2965 GERMANTOWN RD #1	OUT OF BUSINESS	\$10.28
PB119919	50503	2013	CORDOVA TAEKWONDO	2965 GERMANTOWN RD #1	OUT OF BUSINESS	\$9.23
PB119919	50111	2014	CORDOVA TAEKWONDO	2965 GERMANTOWN RD #1	OUT OF BUSINESS	\$9.72
PB119919	50507	2015	CORDOVA TAEKWONDO	2965 GERMANTOWN RD #1	OUT OF BUSINESS	\$10.21
PB119919	50497	2016	CORDOVA TAEKWONDO	2965 GERMANTOWN RD #1	OUT OF BUSINESS	\$10.69
PB223583	50516	2013	CRAZY MIKE'S MATTRESS CENTER	8222 HIGHWAY 64	OUT OF BUSINESS	\$69.01
PB157690	60003	2011	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$23.69
PB157690	60521	2012	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$28.61
PB157690	50558	2013	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$36.94
PB157690	51427	2014	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$25.76
PB157690	50562	2015	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$24.30
PB157690	50551	2016	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$25.76
PB179112	60522	2012	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$6.26
PB179112	50559	2013	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$8.26
PB179112	51452	2014	DAN STEWART REALTORS	3205 KIRBY WHITTEN	OUT OF BUSINESS	\$8.75
PB116596	60567	2012	DIAL A DOLLY	5871 MEMPHIS ARLINGTON	OUT OF BUSINESS	\$1.49
PB116596	50605	2013	DIAL A DOLLY	5871 MEMPHIS ARLINGTON	OUT OF BUSINESS	\$1.62
PB214267	50681	2013	EL MERCADITO RESTAURANT	6220 STAGE RD	OUT OF BUSINESS	\$156.98
PB225738	50719	2017	ELITE AUTO GLASS LLC	3102 LEERIDGE	OUT OF BUSINESS	\$49.41
PB225738	50753	2018	ELITE AUTO GLASS LLC	3102 LEERIDGE	OUT OF BUSINESS	\$52.16
PB225738	50735	2019	ELITE AUTO GLASS LLC	3102 LEERIDGE	OUT OF BUSINESS	\$54.90
PB225738	50743	2020	ELITE AUTO GLASS LLC	3102 LEERIDGE	OUT OF BUSINESS	\$57.65
PB231006	50739	2013	FAIRWAY PIZZA & BAR-B-QUE	4210 ALTURIA	OUT OF BUSINESS	\$12.15
PB183516	50777	2010	GOLDEN TOUCH	7252 SHADY OAKS DR	OUT OF BUSINESS	\$5.36
PB183516	40823	2011	GOLDEN TOUCH	7252 SHADY OAKS DR	OUT OF BUSINESS	\$6.26
PB183516	60805	2012	GOLDEN TOUCH	7252 SHADY OAKS DR	OUT OF BUSINESS	\$7.60
PB183516	50762	2014	GOLDEN TOUCH	7252 SHADY OAKS DR	OUT OF BUSINESS	\$10.21
PB231058	51092	2020	INFINITE CONSULTING FIRM LLC	6281 FISKE	OUT OF BUSINESS	\$2.20
PB170167	50951	2010	JAMES M HOOTS ATTY	2820 SUMMER OAKS RD	OUT OF BUSINESS	\$11.62
PB170167	40995	2011	JAMES M HOOTS ATTY	2820 SUMMER OAKS RD	OUT OF BUSINESS	\$13.86
PB171535	50965	2010	JIMMYS	6773 STAGE RD	OUT OF BUSINESS	\$198.92

Attachment: Delinquent Taxes 11-14-22 Trustee Letters (3236 : Res. 39-22 Delinquent Tax Write-Offs 11-14-22)

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2022
 THRU JUNE 30, 2023

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
PB171535	41015	2011	JIMMYS	6773 STAGE RD	OUT OF BUSINESS	\$56.77
PB171535	61006	2012	JIMMYS	6773 STAGE RD	OUT OF BUSINESS	\$67.94
PB219498	41093	2011	LEFT SHOE PHOTOGRAPHY	5699 MAGNOLIA WOODS DR	OUT OF BUSINESS	\$8.05
PB219498	61091	2012	LEFT SHOE PHOTOGRAPHY	5699 MAGNOLIA WOODS DR	OUT OF BUSINESS	\$9.83
PB231217	51272	2017	LUCKY ROOTS HAIR STUDIO	7546 US HWY 70	OUT OF BUSINESS	\$11.05
PB231217	51335	2018	LUCKY ROOTS HAIR STUDIO	7546 US HWY 70	OUT OF BUSINESS	\$21.96
PB231217	51322	2019	LUCKY ROOTS HAIR STUDIO	7546 US HWY 70	OUT OF BUSINESS	\$23.06
PB231217	51320	2020	LUCKY ROOTS HAIR STUDIO	7546 US HWY 70	OUT OF BUSINESS	\$24.16
PB220589	41372	2011	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$160.03
PB220589	61380	2012	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$16.99
PB220589	51495	2013	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$21.87
PB220589	51362	2014	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$22.84
PB220589	51516	2015	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$16.52
PB220589	51501	2016	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$17.50
PB220589	51558	2017	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$20.86
PB220589	51630	2018	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$21.96
PB220589	51625	2019	PEACHTREE ACADEMY	6076 OLD BROWNSVILLE RD	OUT OF BUSINESS	\$23.06
PB223655	70008	2012	PRAETORIAN ARMS	2958 STAGE PLAZA	OUT OF BUSINESS	\$4.47
PB223655	51535	2013	PRAETORIAN ARMS	2958 STAGE PLAZA	OUT OF BUSINESS	\$5.83
PB209548	51763	2015	SIMPLE GIVE	4293 GOOD FORTUNE CV	OUT OF BUSINESS	\$9.23
PB209548	51762	2016	SIMPLE GIVE	4293 GOOD FORTUNE CV	OUT OF BUSINESS	\$9.72
PB259215	51953	2020	SPARTAN LANDSCAPE LLC	7827 ANNA CALLA WAY	OUT OF BUSINESS	\$32.94
PB203113	51923	2013	THE EZEKIEL GROUP	6153 TAMARA CV	OUT OF BUSINESS	\$6.80
PB226573	61795	2012	THE FEGE HUNT NATURAL HAIR AND BODY	2766 BARTLETT	OUT OF BUSINESS	\$4.47
PB226573	51924	2013	THE FEGE HUNT NATURAL HAIR AND BODY	2766 BARTLETT	OUT OF BUSINESS	\$4.86
PB085978	52192	2019	TRIPPETT MICHAEL W INS AGENCY	6462 STAGE RD	OUT OF BUSINESS	\$13.73
PB085978	52207	2020	TRIPPETT MICHAEL W INS AGENCY	6462 STAGE RD	OUT OF BUSINESS	\$14.27
PB207256	50023	2010	A PERSONAL OCCASION PHOTOGRAPHY	4027 MEADOW FIELD	STATUTE OF LIMITATIONS	\$16.99
PB125606	50045	2010	ADAMS & ASSOCIATES INSURANCE	2851 STAGE VILLAGE CV ST	STATUTE OF LIMITATIONS	\$176.12
PB207015	50111	2010	ANTHONY'S CLASSIC HALL	2828 STAGE CENTER STE 10	STATUTE OF LIMITATIONS	\$105.49
PB209457	50120	2010	ARCHIE'S BURGERS	5119 BRIARWIND	STATUTE OF LIMITATIONS	\$5.36
PB199905	50161	2010	BACK CARE INSTITUTE OF MPHS	8099 STAGE HILL	STATUTE OF LIMITATIONS	\$712.97
PB208204	50629	2010	BOOKS ARE FUN BOOK FAIR / ENTERPRISE TUTORING	5093 FLUSS CV	STATUTE OF LIMITATIONS	\$13.86
PB119253	50479	2010	CUSTOM COATING PAINTING & HARDWOOD	6066 SURREY HOLLOW CV	STATUTE OF LIMITATIONS	\$381.74
PB178561	50730	2010	FREELANCE JEWELRY	3723 MORNING RISE COVE	STATUTE OF LIMITATIONS	\$36.21
PB155887	50753	2010	GATOR BROWNS BAIT N TACKLE SHOP	6818 HWY 70 SUMMER AVE	STATUTE OF LIMITATIONS	\$180.59
PB190968	50874	2010	HOMEFRONT REALTORS	2855 STAGE	STATUTE OF LIMITATIONS	\$33.08
PB191858	50925	2010	J & B CONSTRUCTION	7263 OLD BROWNSVILLE RD	STATUTE OF LIMITATIONS	\$24.14
PB182344	50928	2010	J & L MANAGEMENT	0 MEMPHIS	STATUTE OF LIMITATIONS	\$13.86
PB181008	50974	2010	JOHNSON & JOHNSON LAWN CARE & PAINTING	4806 KINGS FOREST DR	STATUTE OF LIMITATIONS	\$62.13
PB165467	51003	2010	KELLEYS CONSTRUCTION	3583 SOUTHERN WAY	STATUTE OF LIMITATIONS	\$6.26
PB195490	51078	2010	LUXURY WHEELS	3507 APPLING RD	STATUTE OF LIMITATIONS	\$3.13
PB100206	51222	2010	MR T HOME IMPROVEMENTS	3106 VALLEY LAKE DR	STATUTE OF LIMITATIONS	\$29.50
PB193965	51250	2010	NEWCOMB REPAIR SPECIALIST	7030 AUTUMNHILL LN	STATUTE OF LIMITATIONS	\$149.30
PB208964	51443	2010	RELAX DAY SPA	2965 GERMANTOWN RD ST	STATUTE OF LIMITATIONS	\$18.33
PB192855	51686	2010	TATE & RICHARDSON PROPERTIES	8143 CLINTON WAY CV	STATUTE OF LIMITATIONS	\$44.25
PB208389	51749	2010	THE SILVER PYRAMID	6025 STAGE RD #42-428	STATUTE OF LIMITATIONS	\$10.73
PB206075	51892	2010	WILD CARD WORLD ENT	7974 STEMBRIDGE ST	STATUTE OF LIMITATIONS	\$101.47
PB165394	51897	2010	WINFREY WORKS	6055 CASCADE HILL CV	STATUTE OF LIMITATIONS	\$134.10

Attachment: Delinquent Taxes 11-14-22 Trustee Letters (3236 : Res. 39-22 Delinquent Tax Write-Offs 11-14-22)

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2022
 THRU JUNE 30, 2023

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	TAX AMOUNT
B0157000004720	5497	2009	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$142.44
B0157000004720	5604	2010	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$142.44
B0157000004720	5643	2011	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$142.44
B0157000004720	5677	2012	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$142.44
B0157000004720	5882	2013	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$139.32
B0157000004720	12582	2014	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$139.32
B0157000004720	5946	2015	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$139.32
B0157000004720	5963	2016	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$139.32
B0157000004720	6000	2017	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$182.27
B0157000004720	6094	2018	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$182.27
B0157000004720	6092	2019	SHELBY COUNTY TAX SALE 18.01	0 STAGE	COUNTY OWNED	\$182.27
PB225738	50776	2021	ELITE AUTO GLASS LLC	3102 LEERIDGE	OUT OF BUSINESS	\$57.75
PB085978	52276	2021	TRIPPETT MICHAEL W INS AGENCY	6462 STAGE RD	OUT OF BUSINESS	\$14.27
TOTAL FOR TRUSTEE'S OFFICE LETTERS						<u>\$5,817.69</u>

Attachment: Delinquent Taxes 11-14-22 Trustee Letters (3236 : Res. 39-22 Delinquent Tax Write-Offs 11-14-22)

BARTLETT WRITE-OFF

UNCOLLECTABLE TAXES
TO BE TAKEN BEFORE BOARD OF MAYOR AND ALDERMEN

FISCAL YEAR JULY 1, 2022
 THRU JUNE 30, 2023

PARCEL ID	BILL #	YEAR	OWNER	ADDRESS	REASON	INTEREST AMOUNT
PB001091	40272	2005	BLACK & DECKER-U S-INC	701 E JOPPA RD	STATUTE OF LIMITATIONS	\$12.11
PB178223	40491	2005	CROWN MANUFACTURING INC	8390 WOLF LAKE DR STE 114	STATUTE OF LIMITATIONS	\$85.68
PB119253	40507	2005	CUSTOM COATING PAINTING & HARDWOOD	6066 SURREY HOLLOW CV	STATUTE OF LIMITATIONS	\$1.20
PB148164	40900	2005	HEALTHY LAWN IRRIGATION	6168 ELMORE PARK CV	STATUTE OF LIMITATIONS	\$35.65
PB174192	40925	2005	HOME TECHNOLOGY SERVICES LLC	6610 HIGHWAY 70 STE 103	STATUTE OF LIMITATIONS	\$6.18
PB115494	41034	2005	KELLEY PRODUCTIONS, INC	2800 BARTLETT RD	STATUTE OF LIMITATIONS	\$4.90
PB145976	41305	2005	NUTS ABOUT NASCAR	3494 ALTRURIA	STATUTE OF LIMITATIONS	\$13.13
PB136714	41403	2005	POP A LOCK	6833 HWY 70	STATUTE OF LIMITATIONS	\$146.49
PB051794	41686	2005	T I P INC	5871 BARTLETT STAGE	STATUTE OF LIMITATIONS	\$3.52
B01490A00036	3650	2005	CHAMBERLAIN & MCCREERY INC	4506 SHADOWLAWN RD	STATUTE OF LIMITATIONS	\$315.20
DELINQUENT TAXES - INTEREST ONLY						<u>\$624.06</u>

Attachment: Delinquent Taxes 11-14-22 Interest Only (3236 : Res. 39-22 Delinquent Tax Write-Offs 11-14-