



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 26, 2021 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Mayor A. Keith McDonald

FUTURE MEETINGS

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

Planning Commission, November 1 at 7 p.m.

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

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

Parks and Recreation Advisory Board, November 4 at 6 p.m.

RECOGNITIONS

Pulmonary Hypertension Awareness Month Proclamation

Vitalant presentation of Sirens for Life Award

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the October 12, 2021 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- I **Special event permit for Trunk or Treat / Fall Festival. (Jim Brown, Director of Code Enforcement)**

The event will be held on Sunday, October 31 from 4 p.m. to 6 p.m. at Ellendale Baptist Church.

2 Bid for concrete replacement project. (John Horne, Assistant Director of Engineering)

Recommend accepting the lowest bid from Smith-Doyle Contractors, Inc., in the amount of \$619,050.42, plus a contingency amount of \$30,000.00 for a total cost of \$649,050.42. The project is to replace all deficient concrete in the rights-of-way of neighborhoods slated for paving next year. Funds are available in Accounts 311.48311.780.456, 121.48121.966, and 121.48121.975.

3 Subdivision Contract for Kurts Subdivision. (John Horne, Assistant Director of Engineering)

The developer, Linda Parrish Kurts, will pay \$7,375.00 in City fees. The bond is set at \$3,000.00.

4 Subdivision Contract for Terry Alexander Subdivision. (John Horne, Assistant Director of Engineering)

The developer, Terry Alexander, will pay \$3,700.00 in City fees. The bond is set at \$0.00.

5 Presentation of Debt Obligation Form Related to General Obligation Public Improvement and Refunding Bonds, Series 2021. (Dick Phebus, Director of Finance)

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 Public Improvement and Refunding Bonds, Series 2021. The attached form reflects the \$4,960,000.00 note approved on August 24, 2021.

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

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

NEW BUSINESS

I Set a public hearing for December 14, 2021 for Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business zoning district (Kim Taylor, Director of Planning and Economic Development)

- 2 **Resolution 31-21, a resolution authorizing the City of Bartlett, Tennessee to participate in James L. Richardson “Driver Safety” Matching Grant Program. (Dick Phebus, Director of Finance)**

- 3 **Resolution 32-21, a resolution to Amend the City of Bartlett FY2022 American Rescue Plan Act Fund to Provide for Premium Pay to Essential Employees as Authorized in the American Rescue Plan Act (ARPA). (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 12, 2021 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Michael Gill, New Hope Christian Church

FUTURE MEETINGS

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

Bartlett Arts Council, October 19 at 6 p.m.

BPACC Advisory Board, October 19 at 6 p.m.

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

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the September 28, 2021 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Parsons, Simmons, Young, 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. Ordinance 21-03, an ordinance to amend the Zoning Ordinance, Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment.

Minutes Acceptance: Minutes of Oct 12, 2021 6:00 PM (MINUTES ACCEPTANCE)

No one spoke for or against.
Adjourned 6:07 p.m.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 21-03, an ordinance to amend the Zoning Ordinance, Article VI, Section 9, Parking, Storage or Use of Major Recreational Equipment. (Mark Brown, Chief Administrative Officer)**

RESULT:	APPROVED ON THIRD AND FINAL RE [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Parsons, Simmons, Young, Quinn

CONSENT AGENDA

No consent items

NEW BUSINESS

- I **Appoint Jimmy Norman to the Bartlett Station Commission. (A. Keith McDonald, Mayor)**

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

- 2 **Appoint David Hunt to Planning Commission. (A. Keith McDonald, Mayor)**

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

- 3 **Dispense with second Board of Mayor and Aldermen meetings in November and December. (Mark Brown, Chief Administrative Officer)**

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

Minutes Acceptance: Minutes of Oct 12, 2021 6:00 PM (MINUTES ACCEPTANCE)

4 Resolution 29-21, a resolution to amend the Fiscal Year 2022 Bartlett City Schools General Purpose School Fund. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Mr. Jimmy Lukaszek, 3265 Landmark Cove, spoke regarding vehicle break ins in his neighborhood.

Mr. Brian Callies with Saving Lost Kids spoke about his foundation and the desire to obtain the vacant Baptist Children's Home.

Jimmy Norman, 7066 Highway 70, announced his candidacy for alderman in the 2022 election.

ADJOURNMENT

Meeting adjourned at 6:34 PM

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

A. Keith McDonald, Mayor

Minutes Acceptance: Minutes of Oct 12, 2021 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/26/21 06:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Trunk or Treat / Fall Festival.



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



3861 Broadway Rd 38135
Address Zip Code

10.31.21 4:00 - 6:00 p.m.
Dates of the Event Hours of the Event

Trunk or Treat / Fall Festival
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Ellendale Baptist Church
Property Owner

Stuart McCollough 3861 Broadway Rd.
Special Event Permit Applicant Address of Applicant

901.438.1020 901.386.1096
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☐ Letter of Permission
☒ Insurance
☐ Tents (Fire Retardant letter included)
☒ Special Event Checklist
☒ Map
☒ Sign or Banner

☒ \$60.00 Special Event Fee
☒ \$4.00 Permit Issuing Fee

64.00 Total

Stuart McGee 10.11.21
Responsible Person Date

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

APPROVAL

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

Attachment: 3861 BROADWAY-ELLENDALE BAPTIST CHURCH FALL FESTIVAL-2021 (3044 : Trunk or Treat /Fall Festival)

Special Event Checklist

Event: Trunk or Treat / Fall Festival
 Location: Ellendale Baptist Church
 Dates: 10.31.21

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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

Map data ©2021 Imagery ©2021, Maxar Technologies



Attachment: 3861 BROADWAY-ELLENDALE BAPTIST CHURCH FALL FESTIVAL-2021 (3044 : Trunk or Treat /Fall Festival)



TNBAREB-02

2.1.a

CHINSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

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

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

PRODUCER James Greene & Associates, Inc. 275 West Kiehl Ave Sherwood, AR 72120	CONTACT NAME: PHONE (A/C, No, Ext): (800) 422-3384		FAX (A/C, No): (800) 604-1401
	E-MAIL ADDRESS: customerservice@jamesgreeneins.com		
INSURED Ellendale Baptist Church, Inc. PO Box 487 Ellendale, TN 38029	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Brotherhood Mutual Insurance		13528
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			41MLA0496576	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 3,000,00 PRODUCTS - COMP/OP AGG \$ 3,000,00 Hired Non-Owned \$ 1,000,00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Annual Trunk or Treat and Fall Festival
 October 31, 2021

CERTIFICATE HOLDER

CANCELLATION

Confirmation of Coverage

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

AUTHORIZED REPRESENTATIVE



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/26/21 06:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: John Horne

Bid for concrete replacement project.

On September 29, 2021 an ad was placed in *The Daily News*. On October 14, 2021, the City received two bids, which were opened at City Hall.

Bids were received from the following companies:

Encor, LLC	\$625,593.00
Smith-Doyle Contractors, Inc.	\$619,050.42

Smith-Doyle had an error in their calculation formula that resulted in each total price being a few cents up to a few dollars off of the actual item total. The attached bid tabulation shows the correct total price (calculated from their unit prices and the quantities given) as well as the total price Smith-Doyle submitted on their bid form. We verified with the contractor that they want to honor their unit prices and accept the corrected calculated Total Base Bid price. They sent the attached letter certifying their unit prices. Even with the error Smith-Doyle was the lower of the two bids submitted.

We recommend the bid be awarded to the lowest bidder, Smith-Doyle Contractors, Inc., at a total cost not to exceed \$649,050.42. The total cost is the base bid of \$619,050.42 plus a \$30,000.00 contingency.

Funding is available in Accounts 121.48121.975, 121.48121.966, and 311.48311.780.456.

A copy of the bid document is attached for review. Work areas are listed on p. 31 (SC-6)

Thank you for your consideration.

Fall 2021 Concrete Replacement Project
Received: Thursday, October 14, 2021

Item	Qty	Unit	Smith-Doyle Contractors, Inc			ENSCOR, LLC	
			Unit Price	Total Price	Submitted Total	Unit Price	Total Price
6-30 Curb and Gutter	1,436	LF	\$40.17	\$57,684.12	\$57,680.00	\$75.00	\$107,700.00
10' New Construction Ramp with Coping	17	EACH	\$5,762.37	\$97,960.29	\$97,960.33	\$4,500.00	\$76,500.00
10' New Construction Ramp	67	EACH	\$5,275.80	\$353,478.60	\$353,478.73	\$4,000.00	\$268,000.00
T-Intersection Parallel Handicap Ramp	16	EACH	\$2,372.78	\$37,964.48	\$37,964.51	\$5,250.00	\$84,000.00
Coping Wall	480	LF	\$52.81	\$25,348.80	\$25,349.00	\$55.00	\$26,400.00
Detectable Warning Surface Mat	102	EACH	\$142.21	\$14,505.42	\$14,505.00	\$300.00	\$30,600.00
Remove and Replace Sidewalk	255	LF	\$61.10	\$15,580.50	\$15,580.00	\$57.00	\$14,535.00
Saw-Cutting (4")	1238	LF	\$6.62	\$8,195.56	\$8,192.00	\$6.00	\$7,428.00
Saw-Cutting (6", 8")	160	LF	\$7.99	\$1,278.40	\$1,279.00	\$8.00	\$1,280.00
Sod	105	SY	\$4.95	\$519.75	\$520.00	\$10.00	\$1,050.00
Fill Sand	5	TON	\$223.60	\$1,118.00	\$1,118.00	\$50.00	\$250.00
Extra Demo	785	SF	\$6.90	\$5,416.50	\$5,417.00	\$10.00	\$7,850.00
Total Base Bid				\$619,050.42	\$619,043.57		\$625,593.00

*

\$619,043.00

* Contractor's Item totals and total base bid total do not match the totals from calculating their unit prices times the bid quantity



SMITH - DOYLE CONTRACTORS, INC.

October 18, 2021

City of Bartlett Mayors Office
6400 Stage Road
Bartlett, TN 38134

ATTN: A. Keith McDonald
Mayor, Bartlett, TN

RE: City of Bartlett – Concrete Replacement
Our File No. 7498

Dear Mayor McDonald:

Smith-Doyle Contractors, Inc. will honor the submitted unit prices on the attached Fall 2021 Concrete Replacement Project Bid Tab as well as the Total Contract Price of \$619,050.42.

Respectfully,

SMITH-DOYLE CONTRACTORS, INC.

Robert A. Barrett, President

RAB/kb

Attachment

Attachment: SDC File No. 7498 - Bartlett Concrete Unit Price and Contract Accept (3047 : Bid for Concrete Replacement Project Fall 2021)

Fall 2021 Concrete Replacement Project
Received: Thursday, October 14, 2021

				Smith-Doyle Contractors, Inc			ENSCOR, LLC	
Item	Qty	Unit	Unit Price	Total Price	Submitted Total	Unit Price	Total Price	
6-30 Curb and Gutter	1,436	LF	\$40.17	\$57,684.12	\$57,680.00	\$75.00	\$107,700.00	
10' New Construction Ramp with Coping	17	EACH	\$5,762.37	\$97,960.29	\$97,960.33	\$4,500.00	\$76,500.00	
10' New Construction Ramp	67	EACH	\$5,275.80	\$353,478.60	\$353,478.73	\$4,000.00	\$268,000.00	
T-Intersection Parallel Handicap Ramp	16	EACH	\$2,372.78	\$37,964.48	\$37,964.51	\$5,250.00	\$84,000.00	
Coping Wall	480	LF	\$52.81	\$25,348.80	\$25,349.00	\$55.00	\$26,400.00	
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Saw-Cutting (4")	1238	LF	\$6.62	\$8,195.56	\$8,192.00	\$6.00	\$7,428.00	
Saw-Cutting (6", 8")	160	LF	\$7.99	\$1,278.40	\$1,279.00	\$8.00	\$1,280.00	
Sod	105	SY	\$4.95	\$519.75	\$520.00	\$10.00	\$1,050.00	
Fill Sand	5	TON	\$223.60	\$1,118.00	\$1,118.00	\$50.00	\$250.00	
Extra Demo	785	SF	\$6.90	\$5,416.50	\$5,417.00	\$10.00	\$7,850.00	
Total Base Bid				\$619,050.42	\$619,043.57		\$625,593.00	

*

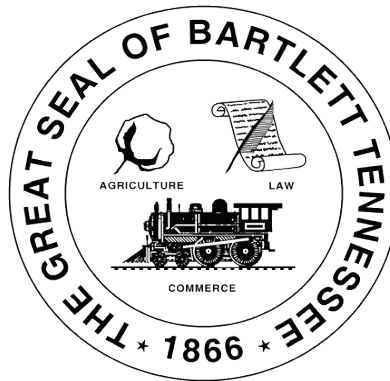
\$619,043.00

* Contractor's Item totals and total base bid total do not match the totals from calculating their unit prices times the bid quantity

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

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



REQUEST FOR SEALED BIDS

DUE: Thursday, October 14, 2021 no later than 2:00 p.m. (CST)

FY2022-09-017 Fall 2021 Concrete Replacement Project

The City of Bartlett is seeking bids to replace concrete infrastructure in five areas of Bartlett. This project is in accordance to the following bid specifications.

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

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FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on Thursday, October 14, 2021. All bid packets with an original, clearly identified, and two copies, must be labeled “**FY2022-09-017 Fall 2021 Concrete Replacement Project**” and addressed to:

**MAYOR A. KEITH MCDONALD
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Please fill out the Document Received Form, and **email** it to Becky Bailey, P.E. at bbailey@cityofbartlett.org. This document should be received no later than 48 hours prior to bid due date in order to receive any addenda notices or updated information.

For questions, please contact Becky Bailey, P.E. at bbailey@cityofbartlett.org or 901-385-6499. Deadline for these questions is no later than 5:00 p.m. CST on Friday, October 8, 2021.

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

Please quote prices on Bid Pricing sheet BPS 1

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Purpose of this Project is to install concrete roadway items including curb, gutter, handicap ramps, and sidewalk in five neighborhoods in Bartlett. We are preparing these neighborhoods to be paved.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are NO alternates to this bid.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Firm: Name
 Address, including City, State and Zip Code
Principals: Names and Titles

f. Bids to be submitted in sealed envelopes with the following marked on the outside:

License: Name of Project – **Fall 2021 Concrete Replacement Project**
 Date of Bid Opening – October 14, 2021
 Name of Contractor/Company
 Tennessee License Number and Classification, if
 Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum
 (Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. BID GUARANTY

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. October 14, 2021** will be securely kept sealed. The Engineer, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

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

GENERAL CONDITIONS:

A. INSURANCE

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

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

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

A.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; h)XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **One Hundred Twenty (120) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

The Contractor shall contact the City of Bartlett Engineering Department, Engineering Inspector, 901-385-6499, after forms are in place and prior to any concrete installation.

F. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require.

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$250.00** per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

H.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

J.3 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J.4 City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, aterialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

L.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

L.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

L.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

L.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

L.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

N. UTILITIES

N.1 Utilities shown were located in the field, and by referring to, existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

O.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

O.2 **Drug Testing** - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

O.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

s.s.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

Suspension and Debarment Certification

(Signature page)

Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____) s.s.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or partied in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn before me this day of , 20

(Title)

My commission expires 20 .

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____ Date: _____

Gender: Male ____ Female ____

Race: Caucasian ____

African American ____

Hispanic ____

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

CM-1

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

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

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

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

7. Provide complaint procedures and attach complaint log form.

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

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

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

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

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

Local Title VI Coordinator:

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

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

SPECIAL CONDITIONS

- All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
- Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 **prior** to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
- Unsuitable weather conditions may justify additional contract days as approved by the Engineer. See section H on page GC-4 and GC-5 for additional details regarding time of completion and liquidated damages. Contractor shall contact Engineer to request weather days as they occur so these can be agreed upon and documented as they arise.
- The bid price for each work item shall include all equipment, material and labor to complete each item and shall include the removal of the existing item to be replaced, including the removal and reinstallation of sod along the work item. The City of Bartlett will be responsible for the replacement of asphalt that may have to be removed by this work request.
- The Contractor shall be responsible for obtaining any and all permits from the City of Bartlett Code Enforcement office for the proposed work. **Note:** This will be a **NO** cost permit and must be obtained **prior** to start of project.
- The Contractor will be responsible for coordinating the work and inspection with the City of Bartlett Department of Engineering (385-6499), and will be required to install the items according to our Standard Details and Specifications. Details and Specifications are available in this document or in the Engineering Office at 6382 Stage Road, Bartlett, TN 38134.
- All work on this contract is to be performed in five Bartlett neighborhoods Specific streets can be found on page SC-6. Total quantities are included below and in the item descriptions.

Item	C/G	10' ramp (new) w/ coping	10' ramp (new)	T ramp	coping wall	detect. Warn. mat	R. And R. S/W	4" saw- cut	6", 8" saw- cut	sod	fill sand	extra ramp demo
Unit	LF	EA	EA	EA	LF	EA	LF	LF	LF	SY	TON	SF
Area 1	674	10	37	9	269	56	135.75	550	0	50.86	0	457.13
Area 2	131.25	3	2	3	60	8	19.5	120	56	13.08	0	117.75
Area 3	424	4	20	2	51	28	24	348	54	8	0	80
Area 4	80	0	6	2	0	8	0	96	0	8	0	80
Area 5	26	0	2	0	0	2	0	24	0	0	0	0
extra QTY	100.75				100		75.75	100	50	25.06	5	50.12
QTY totals	1436	17	67	16	480	102	255	1238	160	105	5	785

ITEM DESCRIPTIONS

1. Curb and Gutter (see attached detail SCS-1):

The Contractor is to saw-cut, remove and replace all damaged 6" x 30" curb and gutter As requested by the Engineering Department and as marked or painted by the city, and shall match the size and dimensions of the adjoining surfaces. Any disturbed sod shall be replaced with new Bermuda sod unless existing sod is reused and will fully restore the disturbed area. Asphalt repairs between the new curb and old asphalt will be performed by the City. However, the Contractor shall be responsible for keeping this damage to a minimum. Any damage to the asphalt roadway shall be saw-cut by the Contractor so there is a clean edge for asphalt repair by others. Any locations where the existing curb is taller than the standard 6" curb, new 6" curb will be installed and taper at a slope of 1:12 to meet the adjoining curb. All sewer and water lines running beneath the replaced section shall be marked with an engraved 4" high 'S' or 'W' on the face of curb at the appropriate location. Only the curb and gutter located outside of the ramp area will be paid as per linear foot. Any curb and gutter existing or new must be separated from ramp with expansion joint material. Any new curb and gutter constructed beside a street drain inlet must have an expansion joint within five feet of either side of the drain inlet.

Estimated quantity: 1,436 LF

2. Remove and Replace Sidewalk (SCS-5):

Damaged sidewalk will be saw-cut, removed and replaced as marked. Sidewalk adjoining all 10' new and retrofit handicap ramps to the ERs are included in the price of handicap ramp as shown on the handicap ramp details. If a sidewalk block is partially damaged, the entire block of sidewalk may be replaced rather than cutting and replacing a portion of the damaged block, as directed by the City of Bartlett. Sidewalk inside the driveway apron area will be paid for as driveway apron because this sidewalk is thicker, 6" thick, and more difficult to remove than regular sidewalk. **Estimated quantity: 255 LF.**

3. Detectable Warning Surface:

Required on all handicap ramps. Detectable surface must match the width of the ramp and extend 2' from the back of the curb into the ramp area. It shall be truncated dome surface, meeting the latest edition of ADA and ANSI requirements. Color shall be brick red or approved equal. Surface shall be surface mounted mat (current approved is UltraTech (UT-0761) from CP Lab Safety) or approved equal. Price for a detectable warning mat is based on a standard 4'x2' mat. **Estimated and bid quantity: 102.**

4. Sod:

Sod will be paid per square yard and used only if needed in a location that did not previously contain sod. Certain Exceptions may be approved by the Engineer, as described on page SC-3, section 5. **Estimated quantity: 105 SY.**

5. Fill Sand:

Sand will be used if subgrade conditions require a fill material to bring the location up to the proper grade. Sand will be paid per ton. Tickets are required. **Estimated quantity: 5 TONS.**

6. Handicap Curb Cuts (see attached details SCS-2, SCS-3, SCS-4, SCS-5, and SCS-7):

Contractor is to saw-cut, remove and replace the entire handicap curb cut, as marked or painted by the city, and as described below, and shall match the size and dimensions of the adjoining surfaces. Contractor will be responsible for replacing all curb and gutter in front of the new ramps as part of the payment for the ramp. Curb and Gutter adjacent to a handicap ramp shall be poured monolithically with new handicap ramp with expansion joints at each end of handicap ramp and must have a scored joint in line with the back of the curb across the full width of the handicap ramp so each can be replaced in the future without damaging the other. Additional curb and gutter near the handicap ramps but outside the area in front of the ramp will be paid for as curb and gutter. All Ramps shall have an expansion joint placed between the ramp and adjacent sidewalk. All ramps shall have a detectable warning surface beginning adjacent to the back of the curb and extending 2' into the ramp. The warning surface shall match the width of the ramp. Seven types of Handicap Ramps are included in this bid document. Payment will not be made for any ramp items until the entire ramp, including truncated dome surface is complete.

- The Contractor shall use the sod removed, where possible. If necessary, new sod will be required in any disturbed area. The cost of this sod work, shall be incidental to other bid items and will only be paid separately if approved by Engineer. For example, if a ramp corner has steep slopes and the new handicap ramp and adjacent sidewalk construction require additional yard grading. The location where additional sod is expected is called out on SCL and any additional locations will need approval by the Engineer.
- If the existing sidewalk is less than 5' wide, the new ramp and 5' wide sidewalk will taper into the narrower existing sidewalk. If the existing sidewalk is greater than 5' wide, the new ramp and sidewalk will be as wide as existing. If coping walls are required during the installation of any ramp, it will be paid for separately from the ramp. See ramp details for additional notes:
 - a. 10' New Construction with Coping Handicap Ramp (approx. 165 SF) – New Construction or where the existing sidewalk is NOT adjacent to the curb and gutter. This ramp will extend 10' from the face of the curb to the back of the new coping wall. The adjoining sidewalk shall be removed as shown on the detail SCS-2 and replaced to tie into the back 5' of the ramp, in front of the coping wall. The unit price for this ramp shall include all curb and gutter inside the ramp area as well as all of the sidewalk on each side of the ramp to the ERs and any sod necessary to install the ramp according to this and the 10' Handicap Ramp Detail (SCS-2). **Estimated quantity: 17.**
 - b. 10' New Construction Handicap Ramp (approx. 165 SF) – New Construction or where the existing sidewalk is NOT adjacent to the curb and gutter. This ramp will extend 10' from the face of the curb to the back of the new ramp. The adjoining sidewalk shall be removed as shown on the detail SCS-3 and replaced to tie into the back 5' of the ramp. The unit price for this ramp shall include all curb and gutter inside the ramp area as well as all of the sidewalk on each side of the ramp to the ERs and any sod necessary to install the ramp according to this and the 10' Handicap Ramp Detail (SCS-3). **Estimated quantity: 67.**

- c. T-Intersection Parallel Handicap Ramp (approx. 100 SF) – This ramp will be installed at T-intersection, across from a corner handicap ramp or installed on corners if approved by Engineer. The adjoining sidewalk shall be removed as needed to meet the 1:12 maximum slope required to tie in to the back of the ramp. The unit price for this ramp shall include all curb and gutter inside the ramp area, any sod necessary, and 3 blocks of sidewalk. Additional sidewalk required to meet slope requirements will be paid as sidewalk. See Detail SCS-4 for additional notes. **Estimated and bid quantity: 16.**

7. Coping Wall:

Coping wall at the back of the handicap ramps may be required. The need for a coping wall will be made on a ramp by ramp basis according to the existing field conditions at each location as designated by the Bartlett Engineering Inspector. Coping wall shall be 6" wide curb and up to 9" tall (as determined by field conditions) at the lowest point, in the area of the handicap ramp, and transition into the grade of the sidewalk. The back of the coping wall shall not be more than 10' behind the face of the curb (be completely inside the 10' ROW) and the face of the coping wall must start at the back of the sidewalk. **Estimated quantity: 480 LF.**

In some cases sidewalk must narrow to meet this requirement. Coping walls vary in length as needed at each location, but are approximately 17' long (+/-). Coping walls that extend beyond the width of the handicap ramp shall be separated from the ramp border with expansion joint material, just as the adjacent sidewalk. Coping wall will be paid for as a per linear foot item if needed, including the tapered sections. Coping walls are shown on the handicap ramp details as a dotted line, See SCS-2.

8. Saw-cutting:

This item is for linear feet of saw-cutting the sidewalk, driveway, drive sidewalk, or water table concrete as marked. This item is included separately because some sidewalk, driveway and water table portions to be replaced are small and require multiple cuts to remove the damaged area, making each location somewhat different. Saw-cutting for the removal of asphalt and subsequent asphalt patching may be required in front of new handicap ramps where the finished concrete will not be flush with existing road asphalt pavement. This asphalt cutting will be paid under this item. Any saw-cutting needed to replace other items beside the items discussed here, will be included in the price of that item. The bid price for 4" saw-cutting will be used for replacing portions of 4" thick sidewalk. Any regular saw-cuts on sidewalk joints to remove whole blocks of sidewalk will be included in the price of the sidewalk item and not paid for separately as saw-cutting. The bid price for 6" or 8" saw-cutting will be used for removing portions of water table, driveway apron, or driveway sidewalk. **Estimated quantity for 4" saw-cut: 1238 LF. Estimated quantity for 6-8" saw-cut: 160 LF.**

9. Extra Demo:

Demolition is included in the price of each concrete item described above as incidental to that unit price. This item is paid for extra concrete demolition above the amount required/expected to install the new item at a specific location. For example if a ramp being installed is smaller than the ramp coming out of a specific location (due to changes in regulations from when the older one was installed) this item will pay for the difference in square foot area between existing and new. In most instances where this item is used, a newer style of ramp is being used and it is smaller than the older ramp being removed. Most of the uses for this item will be 4" thick concrete removal, however extra demo may be needed where thicker driveway concrete will be removed. There is not another item for the thicker extra demolition. It will be paid at the unit price for this item. **Estimated quantity: 785 SF.**

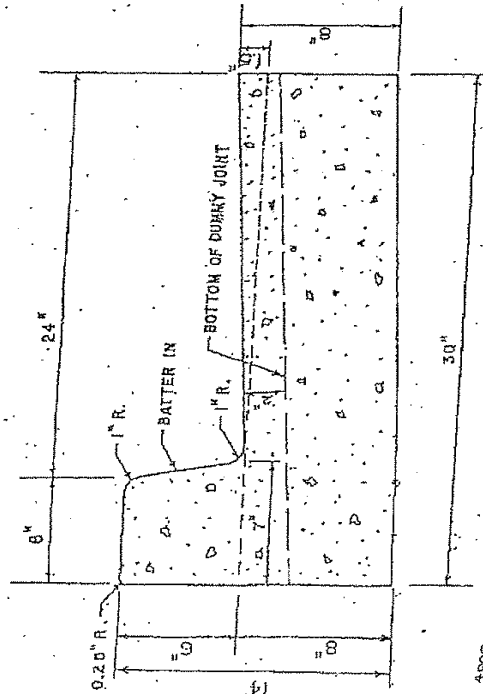
10. Demolition:

- a. The Contractor shall saw-cut a joint on each side of the concrete area to be removed. Any damage to the adjoining surfaces shall be the Contractor's responsibility to repair/replace in an acceptable manner.
- b. Any loose concrete and/or asphalt disturbed with the replacement should also be removed from the site.
- c. Disposal of all construction debris is the responsibility of the Contractor, and should be hauled off on the same day as removed. Piles of debris cannot be left on site overnight to protect the safety of residents. Any dirt placed in the street or grassed areas shall be removed and the surface cleaned.
- d. The Contractor shall be responsible for traffic control as per the current MUTCD and costs of traffic control shall be incidental and shall be included in the bid price for other items and shall not be paid for separately.
- e. The Contractor shall be responsible for the protection of any freshly paved concrete and if damaged, shall replace with no additional costs.
- f. At new handicap ramps there must be a flush transition from the ramp entrance gutter to the road asphalt. The asphalt must be saw-cut and removed adjacent to all handicap ramps, so new asphalt patching can be installed to meet slope and transition requirements in front of the ramp opening. Saw-cutting will be paid at the unit price for that item, but removal and haul-off of the asphalt will be the Contractor's responsibility and included in the cost of the handicap ramp, as part of the required demolition. Contractor is required to protect the public from the resulting trip hazard until the City installs asphalt in the void.

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

Area	Name	Des ig	If not the entire length of the listed street	
			From	To
1	Andaman	CV		
	Briston Glen	DR		
	Carolot	LN	west end	Ellendale Rd (E)
	Cimino	CV		
	Dietz	CV		
	Gail Bluff	CV		
	Glenchase	DR		
	Guinivere	LN		
	Inniswood	CV		
	Inniswood	DR		
	King Arthur	CV		
	Lancelot Dream	CV		
	Merlin Woods	DR		
	Sir Galahad	LN		
	Sir Ians	CV		
	Timmeron	CV		
2	Big Springs	LN		
	Carahills	LN		
	Ivy Lake	LN		
	Ivy Lake	CV		
	Roxee Run	CV		
3	Booth Forest	Dr		
	Booth Forest	CV		
	Carriage Glen	DR		
	Country Bluff	DR		
	Dawnhill	RD	Altruria (W)	Kirby Whitten Pkwy (E)
	Melanie June	DR		
	North Bluff	PT		
	Quail Landing	DR	Laurel Valley Dr (N)	Booth Forest Cv (S)
	South Bluff	PT		
	Vallendar	CV		
	Vallendar	DR		
4	Featherbend	LN		
	Snowshoe	DR		
	Bobtail	LN		
	Windrow	PT		
5	Old Brownsville	RD	Germantown (W)	City Limits (E)

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)



NOTE Cont. to be ⁴⁰⁰⁰ ~~5000~~ PSI
(800 min) with

upwardly

NO.	DATE	BY	REMARKS
1	5/21/79	EWF	STD. CONST. PRACTICES
2	5-26-85	J.M.B.	REMOVED DIV. OF PUBLIC WORKS
3			NEW CONST. STANDARD 4-88

[illegible]

NOTES

- {Pre-cast exp. joints material shall be used in all exp. joints.

CITY OF MEMPHIS
DEPARTMENT OF ENGINEERING

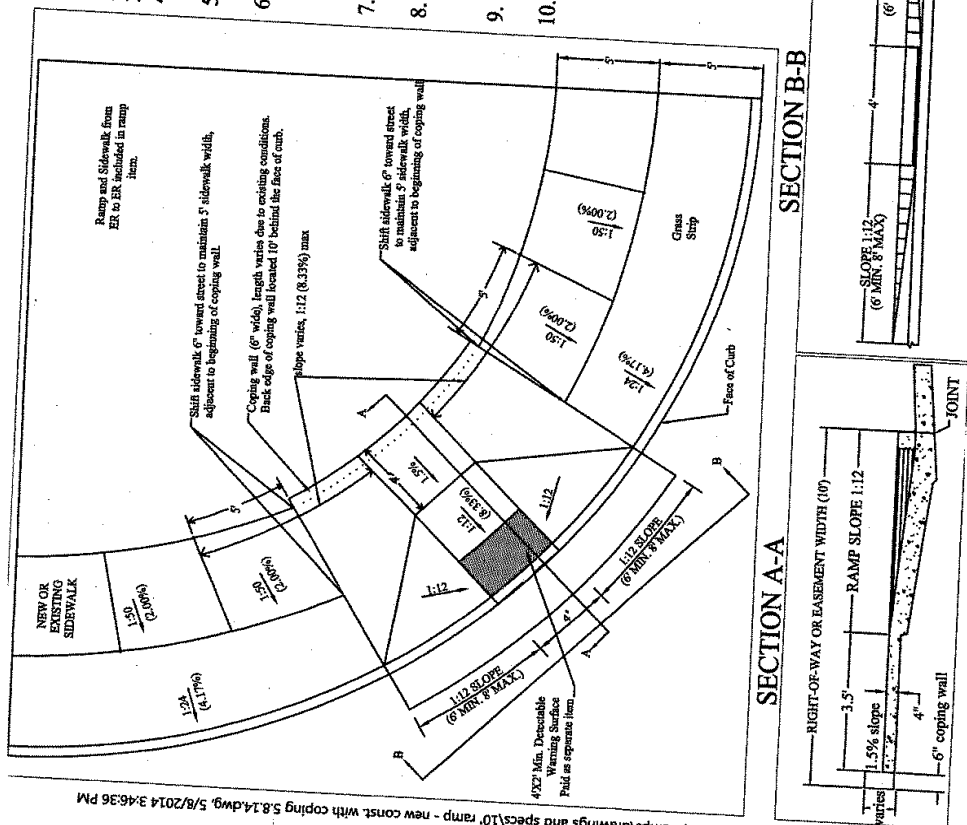
DESIGN STANDARD
FOR
6-30 CURB & GUTTER

10-31-78
G. H. [Signature]
CITY ENGINEER

DATE _____
CWA. NO. 2 of 4

NOTES

1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
 2. Concrete shall be 4,000 PSI limestone/fiberglass.
 3. Surface texture to be broom finish.
 4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
 5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
 6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at 1.5% slope to ensure that the final slope does not exceed 2.00%.
 7. Through the area of the ramp, the counter slope of the gutter shall be 1:20 maximum and transitioned to match the normal gutter line profile on both sides of the ramp.
 8. Surface texture of the detectable warning surface shall be truncated domes conforming to latest edition of ADA and ANSI requirements. Detectable warning surface shall be 4' wide to match the ramp width by 2' deep minimum.
 9. Surface color of the detectable warning surface shall contrast with the adjacent walkway flares and walkways. Color of the warning surface shall be brick red or approved equal.
 10. A coping wall shall be installed behind the level (1.5%) landing area. Coping wall shall be poured monolithically with the ramp and sidewalk.
- 1:12 slope = 8.33% MAXIMUM SLOPE
1:50 slope = 2.00% MAXIMUM SLOPE

[illegible]

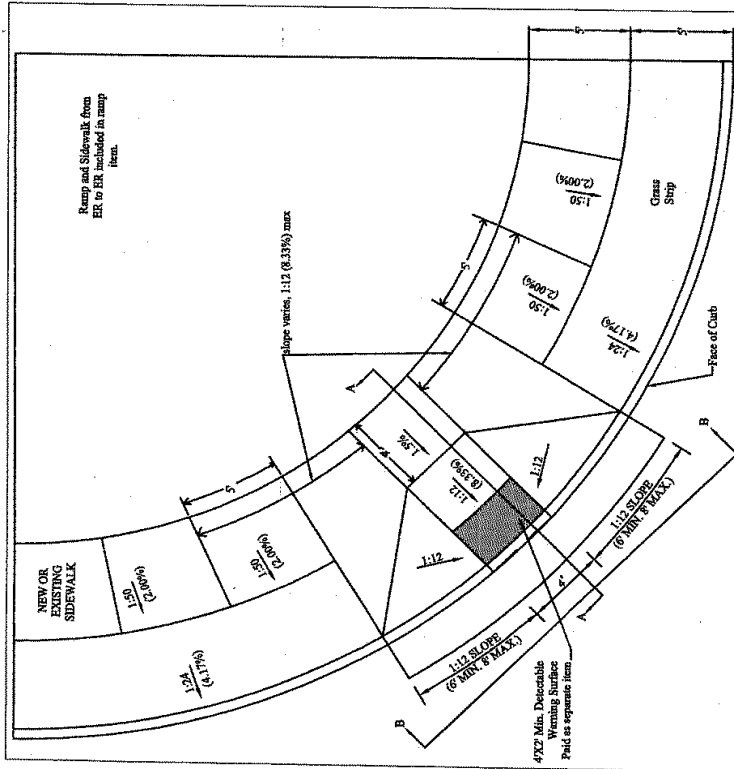
City of Bartlett 10' New Construction with Coping Handicap Ramp Detail Date: 5/8/14 Drawn by: B. Bailey	Approved  City of Bartlett Engineer 5/9/14 Date  Code Enforcement 5/13/14 Date _____
---	--

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

NOTES

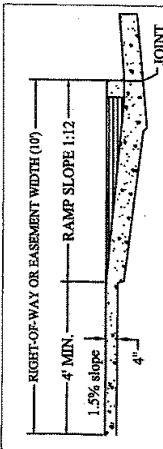
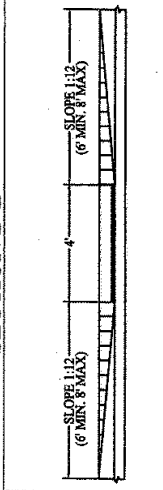
1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fiberglass.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the side flares shall be determined by the 1:12 maximum slope and the height of the curb with a minimum length of 6' and a maximum length of 8'.
6. Sidewalk behind the ramp and adjoining the ramp shall have a maximum cross slope of 2.00%. Any found to be above will be removed and replaced at no cost to the City of Bartlett. The level landing area behind the ramp is shown at 1.5% slope to ensure that the final slope does not exceed 2.00%.
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1:12 slope = 8.33% MAXIMUM SLOPE
1:50 slope = 2.00% MAXIMUM SLOPE



SECTION B-B

SECTION A-A



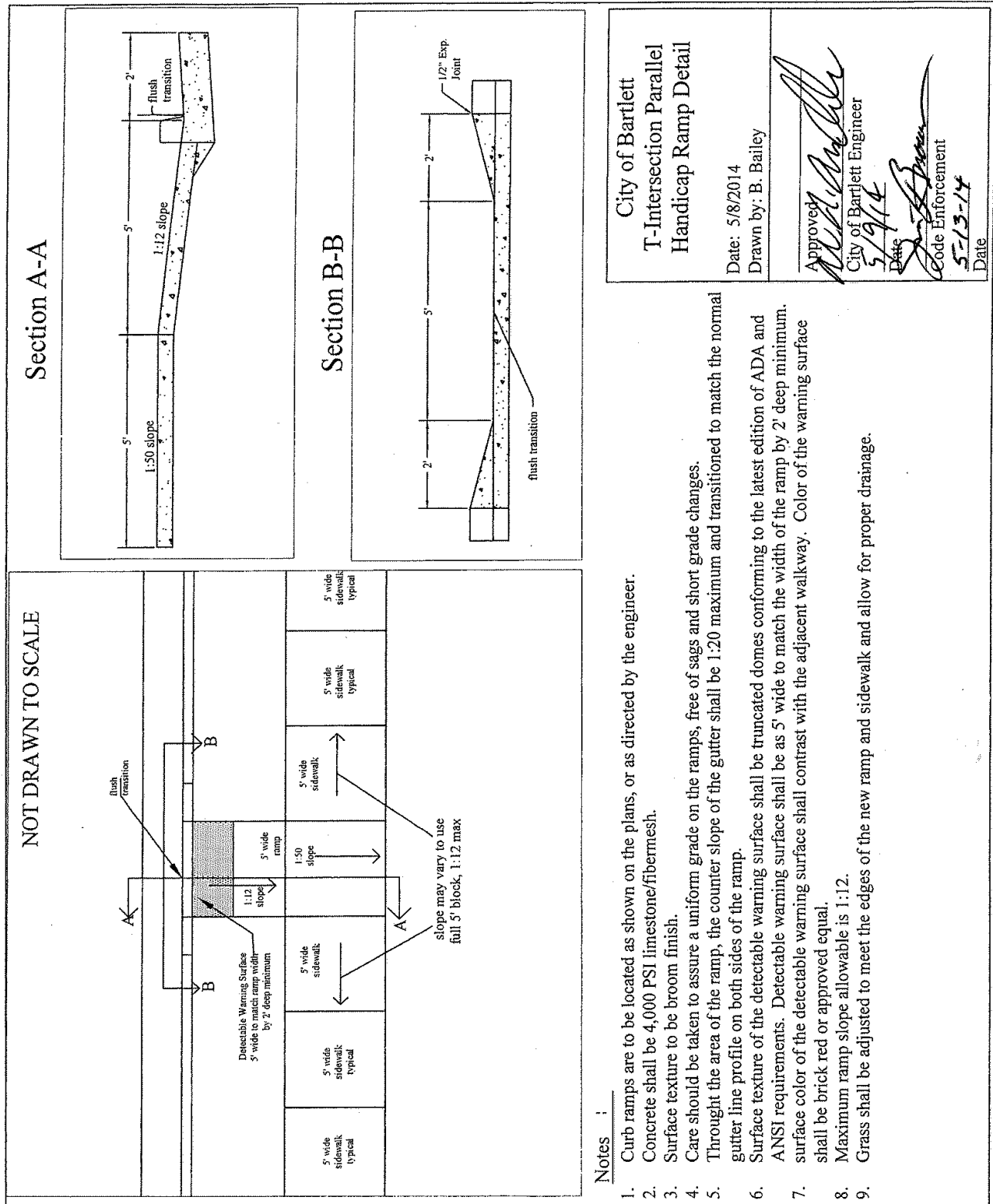
REVISIONS	
Date	Remarks

City of Bartlett 10' New Construction Handicap Ramp Detail Date: 5/8/14 Drawn by: B. Bailey	Approved City of Bartlett Engineer Date: 5/9/14 Code Enforcement Date: 5-13-14
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P:\PM\Weng\Becky\Curb, Gutter, Sidewalks, Ramps\Drawings and Specs\10' ramp - new constr no coping 5.8.14.dwg, 5/8/2014 3:32:08 PM

SCS-3

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

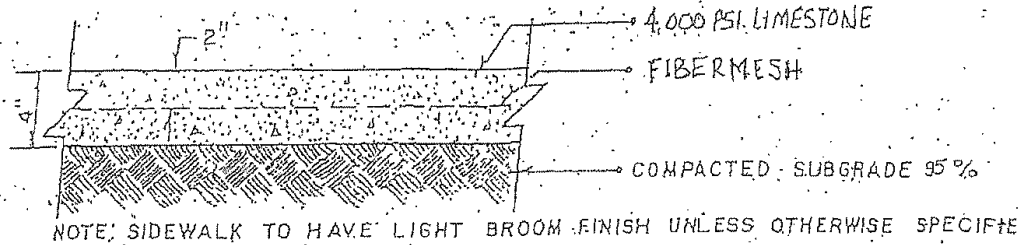


P:\PM\Weng\Becky\Curb, Gutter, Sidewalks, Ramps\Drawings and Specs\T-Int parallel ramp 5.8.14.dwg, 5/8/2014 3:56:45 PM

SCS-4

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

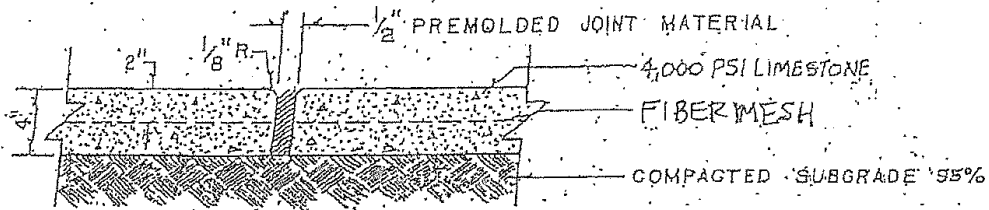
SIDEWALK DETAILS



CONCRETE SIDEWALK



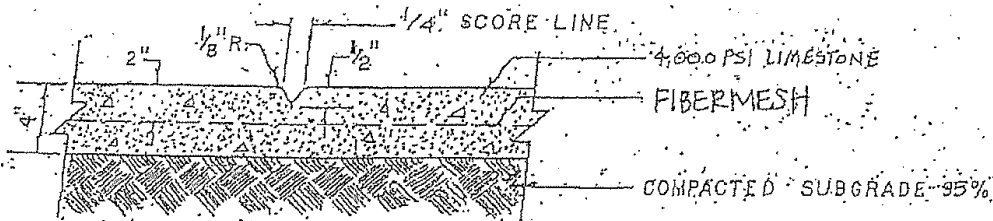
NOT TO SCALE



SIDEWALK EXPANSION JOINT



NOT TO SCALE



SIDEWALK SCORE JOINT



NOT TO SCALE

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

TECHNICAL SPECIFICATIONS

SIDEWALKS, CURBS, GUTTERS, AND WHEELCHAIR RAMPS, AND OTHER

1. GENERAL

- a. Construct sidewalks, curbs, gutters, handicap ramps, and water table to the cross sections elevations, lines, grades, and other details as indicated on the drawings. Construction requirement not shown on the drawings shall be as specified hereinafter.

2. CONCRETE

- a. All concrete shall be 4,000 psi Limestone, 5% Air Entrained, ready mixed type conforming to ASTM Specification C94; composed of Portland cement and sand all conforming to applicable ASTM Specifications mixed with clean water, free of oil, acid, alkali, inorganic matter; and supplied by an approved ready mix plant. The design mix shall be the ready mix plant's standard for the specified strength, as established and tested by approved laboratory, in accordance with applicable ASTM standard specifications, and shall include fiber mesh.
- b. Prior to beginning construction and before using the proposed concrete on the job, submit to the City for approval a copy of laboratory test reports of the proposed concrete mix and materials.

3. FORMS

- a. Forms shall be steel or 2" thick lumber, true to proper dimensions, smooth, free from warp, sufficiently braced to resist springing out of shape, and accurately set to proper lines and grades. Remove mortar and dirt from previously used forms, and thoroughly treat them with oil before reusing them. Cross forms shall be 1/4" thick steel, of the full width and depth of the concrete work; leave these in place until the wearing surface has been floated and has attained its initial set.
- b. Set sidewalk forms to provide 1/4" per foot sidewalk fall with 1/2" per foot fall in grass toward the curbs, for proper drainage.

4. JOINT FILLER

- a. Joint filler for all expansion joints shall be an approved suitable elastic waterproof pre-molded compound which will become soft and push out in hot weather, nor become hard and brittle and chip out in cold weather.
- b. Sidewalks: Filler shall be at least 1/2" but not more than 1" thick, at least as wide as the slab thickness, and length equal to that of the expansion joint involved.
- c. Curbs, Gutters, and Handicap Ramps: Filler shall be not more than 3/8" thick, and shall expand the full depth of the concrete work involved.

5. SUBGRADE

- a. Prepare sub-grade by excavating or filling to proper depth to set finished tops of concrete work at the elevations indicated on the drawings. Provide gravel base where indicated on the drawings.
- b. Remove vegetation and material that will not compact properly and replace it with suitable fill material. Do all filling required to bring the sub-grade up to proper elevation, in 4" maximum thickness layers, and thoroughly ramp, tamp or roll each layer until the fill is compact and firm. In all case bring the sub-grade or base to proper grade in a uniformly firm condition before placing concrete. Do not place any concrete until the City has inspected and approved the sub-grade or base.

6. SIDEWALK MARKINGS

- a. Cut surface of concrete walks into flags by marking with an edging tool having a 1/4" radius. Flags shall not be longer than 6 feet on any side, and not longer than the sidewalk width. Round all surface edges and cross marking between slabs to a 1/4" radius.

7. CURB AND GUTTER CONSTRUCTION

- a. Finish the edges as indicated on the drawings. Block out the area to be replaced in 20- foot maximum length sections, and install each section in one continuous operation so that the curb and gutter will be monolithic. Place only on approved sub-grade or base.

8. HANDICAP RAMPS

- a. Contractor shall install handicap ramps at crosswalks. All such ramps shall be constructed in accordance with the design specifications of the Tennessee Department of Transportation and Bureau of Highways. See detail at the end of this Section.

9. EXPANSION JOINTS

- a. Sidewalks: Provide expansion joints with filler as specified herein before, at the following locations:
 - On 25 foot maximum centers.
 - In a square outline around each object in sidewalks, such as fire hydrants, utility poles, lighting standards, etc.
 - At other locations indicated.
- b. Curbs and Gutters: Provide expansion joints with filler as specified herein before, on 20 foot maximum centers, and at other locations indicated. Score joints on 10' centers.

10. PLACING CONCRETE

- a. Place concrete only on a moist upgrade or base course, and not adjacent to or around utility structures, etc. until such structures have been set to the proper grade. Do not deposit any concrete until the sub-grades and forms have been inspected and approved by the City.
- b. Transport concrete from the mixer and place it by methods that will prevent segregation of materials and loss of ingredients. Deposit each successive batch in one layer by a continuous operation. Do not under any circumstances place any concrete that has taken its initial set.
- c. Space and/or vibrate the concrete so that it will flow together and completely fill all void spaces without honey combing, especially along forms and cross joints. Strike off and tamp the concrete until mortar is flushed freely to the surface and a dense surface is obtained, free from porous and rough spots, and at the required section and grade.
- d. The method of placing the various sections shall produce a straight clean-cut joint between them, and make each section between expansion joints an independent unit. No concrete in excess of that needed to complete a section at the stopping of work shall be used.

11. FINISHING

- a. After the concrete has been brought to required grade with a strike board and sufficiently tamped to bring the mortar to the surface, finish it as specified below.
- b. Sidewalks: Float concrete to a true even surface, and finish it with a steel trowel finish. After it has taken its initial set, brush the surface lightly with a soft bristle brush, at right angles with the street centerline.
- c. Curbs and Gutters, water tables: Finish surface with trowel and float to an approximately true plane.
- d. Handicap Ramps: Broomed finish transverse to the slope.
- e. Do not apply heat cement to any concrete surface to hasten its hardening.

12. CURING AND PROTECTION

- a. As soon as the finished concrete work has hardened sufficiently to prevent damage thereto, keep the surface damp for at least three (3) days. Cover the surfaces with approved curing compound, burlap, straw, earth, sand or other approved materials. Apply water as required to keep forms and covering materials saturated continuously throughout the curing period. Sprinkling the surfaces with water without covering will not be acceptable.
- b. Protect the freshly finished concrete from hot sun and drying winds until it can be sprinkled and covered as above specified. The concrete surface shall not be damaged or pitted by raindrops; provide all necessary protective covers in case of rain before the concrete has hardened sufficiently. Protect all concrete from traffic for at least three (3) days after its completion.
- c. Cold Weather Protection: Air temperature shall be 40 and rising before any concrete is placed. Whenever the air temperature may be expected to reach the freezing point, spread straw or other blanketing material to sufficient depth to keep concrete from freezing, or provide enclosure and heating device capable of maintaining concrete temperature of at least 50 degrees Fahrenheit. Maintain such protection for at least five (5) days. The Contractor shall be responsible for removing and replacing any concrete injured by frost action.

END OF TECHNICAL SPECIFICATIONS

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1(notarized)
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1 and BPS-2
10. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2018)
11. Past Project References of Similar Work

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER: The Outside Of The Bid Envelope Must List The Required Information As Specified On Page IB-2, Section “f” in this Bid Document.

BSF-1

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents)

Item	Qty	Unit	Unit Price	Bid Price
6-30 Curb and Gutter (SCS-1)	1436	LF		
10' New Construction Ramp with Coping (SCS-2)	17	EACH		
10' New Construction Ramp (SCS-3)	67	EACH		
T-Intersection Parallel Handicap Ramp (SCS-4)	16	EACH		
Coping Wall (SCS-2)	480	LF		
Detectable Warning Surface Mat (all ramp details)	102	EACH		
Remove and Replace Sidewalk (SCS-5)	255	LF		
Saw-Cutting (4" thick)	1238	LF		
Saw-Cutting (6" or 8" thick)	160	LF		
Sod	105	SY		
Fill Sand	5	TON		
Extra Demo	785	SF		
Total Bid				

Initial _____

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

Bid Pricing Sheet, page 2

TOTAL BID IN WORDS:

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Codes Enforcement), bonds, and/or insurance, allowances, bailing, shoring, removal, overhead, profit, et cetera to cover the finished work of the project.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Respectfully submitted:

NAME OF FIRM

Email

Authorized Representative
(Typed or Printed)

Phone Number

Authorized Representative Signature
(Required)

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

NOTICE OF AWARD

To:

PROJECT Description: **Fall 2021 Concrete Replacement Project**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2021 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required, and Certificates of Insurance **within ten (10) calendar** days from the date of this Notice.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this th day of , 2021.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____,
(Surety),

State of _____ herein-after called the "Surety", are held and firmly bound

unto _____ of _____,
(Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
(State)

_____ Dollars (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain contract with the City, dated the _____ day of _____, 2021, a copy of which is
hereto attached and made a part hereof for the construction of:

Fall 2021 Concrete Replacement Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the City, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and same harmless the City from all costs and damages which may suffer by reason of failure
to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in
making good and default, and shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the execution of the work provided for in
such contract, and may authorize extension or modifications thereof, including all amounts due for
materials, used in connection with the construction of such work, and all insurance premiums on said
work, and for all labor, performed in such work whether by subcontractor or otherwise, then this
obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the work or to the specifications.

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the day of _____, 20____.

ATTEST:

Print Name

Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

PPB-2

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Attachment: Fall 2021 Concrete Replacement bid doc (3047 : Bid for Concrete Replacement Project Fall 2021)

NOTICE TO PROCEED

TO:

PROJECT: Fall 2021 Concrete Replacement Project

You are hereby notified, in accordance with the Agreement dated _____, 2021, to commence WORK on or before _____, **2021** and you are to complete the WORK within 120 (One hundred twenty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, **2022**.

CITY OF BARTLETT

By: _____

Print Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

_____ ,

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ___st day of _____, 2021 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR will commence and complete the construction of **Fall 2021 Concrete Replacement Project**
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 (one hundred twenty) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order
 - (M) SPECIFICATIONS prepared or issued by The City of Bartlett Engineering Department and dated _____.

FY2022-09-017 Fall 2021 Concrete Replacement Project
Due Date: October 14, 2021

(O) ADDENDA:

NO. _____, Dated _____, 21

NO. _____, Dated. _____, 21

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
8. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: _____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

Area	Name	Design	If not the entire length of the listed street	
			From	To
1	Andaman	CV		
	Briston Glen	DR		
	Carolot	LN	west end	Ellendale Rd (E)
	Cimino	CV		
	Dietz	CV		
	Gail Bluff	CV		
	Glenchase	DR		
	Guinivere	LN		
	Inniswood	CV		
	Inniswood	DR		
	King Arthur	CV		
	Lancelot Dream	CV		
	Merlin Woods	DR		
	Sir Galahad	LN		
	Sir Ians	CV		
	Timmeron	CV		
2	Big Springs	LN		
	Carahills	LN		
	Ivy Lake	LN		
	Ivy Lake	CV		
	Roxee Run	CV		
3	Booth Forest	Dr		
	Booth Forest	CV		
	Carriage Glen	DR		
	Country Bluff	DR		
	Dawnhill	RD	Altruria (W)	Kirby Whitten Pkwy (E)
	Melanie June	DR		
	North Bluff	PT		
	Quail Landing	DR	Laurel Valley Dr (N)	Booth Forest Cv (S)
	South Bluff	PT		
	Vallendar	CV		
	Vallendar	DR		
4	Featherbend	LN		
	Snowshoe	DR		
	Bobtail	LN		
	Windrow	PT		
5	Old Brownsville	RD	Germantown (W)	City Limits (E)

Attachment: Fall 2021 Concrete List of Streets for Concrete Replacement (3047 : Bid for Concrete Replacement

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/26/21 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Kurts 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 LINDA KURTS PARRISH, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
Entitled: KURTS SUBDIVISION dated MAY 3, 2021, 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.

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:

1. This subdivision is located within the Fletcher Creek Sewer Basin serviced by the City of Memphis, which at the time of this contract execution, has suspended new sewer connections to the system in order to curb capacity flows. However the City of Memphis has allowed connections to resume provided the permitted user provide off-line storage between the hours of 5 AM and 11 PM. The stored sewerage may then be pumped into the system between the hours of 11 PM and 5 AM. As the lots created with the contract are developed the owners must install this storage via tank, as recorded on the plat. This storage must be approved by both the City of Bartlett and the City of Memphis prior to connection to the sewer system.

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
KURTS 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. (2 Lot)	\$350.00
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 \$90.00 or B: \$300.00 per Lot \$300.00 Whichever is greater Development Cost = \$3,000.00	\$600.00
5	Water Connection Fee @ \$2,000.00 per Lot 1 Lots \$2,000.00	\$2,000.00
6	Sewer Connection Fee SOUTH @ \$2000.00 per Lot BASIN 1 Lots \$2,000.00	\$2,000.00
7	DRAINAGE BASIN (Fletcher) Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 2 Lots \$500.00	\$1,000.00

Attachment: KURTS SD CONTRACT (3041 : Subdivision Contract for Kurts Subdivision)

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 2 Lots	\$0.00	\$0.00
9	City portion of Water Improvements		\$0.00
10	DISTRICT _____ Park Land Development Fee @ \$700.00 per Lot 2 Lots	\$700.00	\$1,400.00
TOTAL DUE CITY			\$7,375.00

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) 2 Lots	\$0.00
TOTAL DUE II	\$0.00

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

\$3,000.00

Attachment: KURTS SD CONTRACT (3041 : Subdivision Contract for Kurts Subdivision)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at
 Bartlett, Tennessee, this _____ day of _____, _____.

 CITY OF BARTLETT

 LINDA KURTS PARRISH

 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: KURTS SD CONTRACT (3041 : Subdivision Contract for Kurts Subdivision)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/26/21 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Terry Alexander 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 TERRY ALEXANDER hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat Entitled: TERRY ALEXANDER SUBDIVISION dated September 7, 2021, 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.

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:

XVIII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
TERRY ALEXANDER 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 \$2,000.00
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: Terry Alexander SD CONTRACT (3046 : Subdivision Contract for Terry Alexander 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			\$3,700.00

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

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

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

CITY OF BARTLETT

TERRY ALEXANDER

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: Terry Alexander SD CONTRACT (3046 : Subdivision Contract for Terry Alexander Subdivision)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/26/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

AGENDA ITEM

Presentation of Debt Obligation Form Related to General Obligation Public Improvement and Refunding Bonds, Series 2021.

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	City of Bartlett, Tennessee
Address	6400 Stage Road
	Bartlett, Tennessee 38134
Debt Issue Name:	General Obligation Public Improvement and Refunding Bonds, Series 2021
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	

2. Face Amount:	\$ 4,960,000.00
Premium/Discount:	\$ 632,342.90

3. Interest Cost:	1.6682 %	☒ 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	☐ Capital 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 Aa1	Standard & Poor's AAA	Fitch _____

6. Purpose:	
	BRIEF DESCRIPTION
☒ General Government	62.86 % Financing City street and road improvements
☐ Education	_____ %
☐ Utilities	_____ %
☐ Other	_____ %
☒ Refunding/Renewal	37.14 % Refunding certain 2007, 2009 and 2010 Bonds

7. Security:	
☒ General Obligation	☐ General Obligation + Revenue/Tax
☐ Revenue	☐ Tax Increment Financing (TIF)
☐ Annual Appropriation (Capital Lease Only)	☐ Other (Describe): _____

8. Type of Sale:	
☒ Competitive Public Sale	☐ Interfund Loan
☐ Negotiated Sale	☐ Loan Program
☐ Informal Bid	

9. Date:	
Dated Date: 10/14/2021	Issue/Closing Date: 10/14/2021

Attachment: CT-0253 (3043 : Presentation of Debt Obligation CT0253)

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$ 385,000.00	4.0000 %	2032	\$ 155,000.00	3.0000 %
2022	\$ 440,000.00	4.0000 %	2033	\$ 160,000.00	3.0000 %
2023	\$ 265,000.00	4.0000 %	2034	\$ 165,000.00	3.0000 %
2024	\$ 280,000.00	4.0000 %	2035	\$ 170,000.00	3.0000 %
2025	\$ 290,000.00	4.0000 %	2036	\$ 175,000.00	3.0000 %
2026	\$ 305,000.00	4.0000 %	2037	\$ 180,000.00	3.0000 %
2027	\$ 315,000.00	4.0000 %	2038	\$ 185,000.00	3.0000 %
2028	\$ 265,000.00	4.0000 %	2039	\$ 190,000.00	3.0000 %
2029	\$ 265,000.00	3.0000 %	2040	\$ 200,000.00	3.0000 %
2030	\$ 215,000.00	3.0000 %	2041	\$ 205,000.00	3.0000 %
2031	\$ 150,000.00	3.0000 %		\$	%

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	\$ 20,000	PFM Financial Advisors LLC
Legal Fees	\$ 0	
Bond Counsel	\$ 15,000	Bass, Berry & Sims PLC
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 1,200	U.S. Bank National Association (incl. Escrow Agent fees)
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 27,250	S&P; Moodys
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount 0.86 %		
Take Down	\$ 42,527	FHN Financial 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	\$ 110,977	

Attachment: CT-0253 (3043 : Presentation of Debt Obligation CT0253)

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)**12. Recurring Costs:**☐ No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar	\$450/yr	
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:☐ None Prepared☒ EMMA link<https://emma.msrb.org/P21499935-P21161130-P21575908.pdf> 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 Within 1 yr of FY endName 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 10/26/2021

and presented at public meeting held on

10/26/2021

Copy to Director, Division of Local Govt Finance:

on 10/14/2021

either by:

☐ Mail to:Cordell Hull Building
425 Fifth Avenue North, 4th Floor
Nashville, TN 37243-3400

OR

☒ Email to:LGF@cot.tn.gov**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	A. Keith McDonald <i>A. Keith McDonald</i>	Luan M. Blackshear
Title	Mayor	Bond Counsel
Firm	City of Bartlett, Tennessee	Bass, Berry & Sims PLC
Email	kmcdonald@cityofbartlett.org	lblackshear@bassberry.com
Date	<u>10/14/2021</u>	<u>10/14/2021</u>



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/26/21 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Solid Waste	1998	Mack 18 wheeler Cab	White	1M2AA13Y1WW088924
Public Works	2000	Ford F150 XL	White	1FTRF17W4YNA95375

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

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

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3048)

Meeting: 10/26/21 06:00 PM
Department: Planning and Economic Development
Category: Special use permit
Prepared By: Sam Harris
Initiator: Kim Taylor
Sponsors:
DOC ID: 3048

Set a public hearing for December 14, 2021 for Resolution 30-21, a resolution approving a special use permit to allow a truck or trailer rental use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business zoning district

WHEREAS, an application has been made for a Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, within the "C-H" Highway Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-H" Highway Business zoning district to operate a Truck or Trailer Rental Use.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004 on Monday, October 4, 2021, in accordance with their regulations and denied the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 14th day of December, 2021, and approved the Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, subject to the following conditions:

Engineering Conditions:

General:

- 1) A Commercial Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett. The Developer's name on the Construction Plans must match the Developer's name on the Bond & Contract.
- 2) All new utilities shall be underground.
- 3) All mark-ups and corrections shall be addressed on the revised plans.

Plat:

- 4) The plat will need to be re-recorded to show the required ROW dedication as well as any additional easements.

Site Plan:

- 5) The Site Plan should designate the ROW Dedication Line and the Setback Line as separate lines for Altruria (68' ROW) and Highway 70 (114' ROW).
- 6) ROW dedication for Altruria Road should be 34' from the Centerline, and associated radius for connection to HWY 70.

- 7) Construction of a paved shoulder of an additional 6' wide will be required on Altruria. This additional asphalt section shall be full depth pavement, consistent with the existing roadway. This shall be added to the construction plans.
- 8) A construction detail for the driveway connection to Altruria shall be added to the plans.
- 9) ROW dedication for Hwy 70 should be 57' from the Centerline, and associated radius for connection to Altruria.
- 10) Construction of a paved shoulder of an additional 10' wide will be required on HWY 70. This additional asphalt section shall be full depth pavement, consistent with the existing roadway, and must conform to TDOT standards. This shall be added to the construction plans with TDOT approval.
- 11) The driveway on HWY 70 will require a TDOT permit. A construction detail shall be added to the plans.
- 12) Utility work in HWY 70 will require a TDOT permit.
- 13) Gravel parking will not be allowed.
- 14) A buffer zone shall be added to the property line with the residential neighbor on Altruria.

Sewer Plan:

- 15) No Sewer Plan has been submitted but will be required to show the sewer service connection.
- 16) Since this project is located in, the Fletcher Creek Sewer Basin new tap approval is dependent on developer receiving written approval from the City of Memphis for sewer connection. This lot is shown to have an existing tap.

Water Plan:

- 17) A 2" Water Service will be required. Applicant must request and purchase a Water Meter.
- 18) An additional fire hydrant will be required on site.
- 19) Fire protection must be approved by the City of Bartlett Fire Marshall.

Grading and Drainage and Detention Plan:

- 20) The site shall be regraded to more closely match the existing drainage basin areas. The area to Basin #2 has been significantly increased, which leads to increased volume to that downstream neighbor.
- 21) An energy dissipater shall be added to the outlet structure from Detention #2 and shall be directed toward ditch downstream with care to avoid flooding downstream neighbor.
- 22) The outlet pipes from Detention Areas #1 and #3 can be tied to an area inlet structure and connected to the existing 24" RCP under HWY 70 to reduce overland flow.
- 23) The driveway connection to HWY 70 shall be redesigned to drain into Detention Area #3; it is currently flowing on to HWY 70.
- 24) Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25-year storms.
- 25) A structure table and pipe table must be labeled to show public and private drainage lines.

Erosion Control Plan:

- 26) The Engineer shall prepare and submit a SWPPP to TDEC with a copy sent to the City of Bartlett Engineering Department.
- 27) Once TDEC has issued the Notice of Coverage (NOC), a copy shall be sent to the City of

Bartlett Engineering Department.

28) Metal posts with wired backed fence are required on the proposed silt fences.

Planning Conditions:

1. On the site plan submittal to the Planning Commission, the applicant shall show Article 6, Section 23, landscaping plate 23D on the north side of property in addition to the existing mature landscaping.
2. The applicant shall relocate the fuel center away from residential zoning to another location on the property.
3. Pavement shall be either asphalt or concrete as gravel is not an approved pavement surface.
4. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
5. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit site plan applications for approval by the Planning Commission and Design Review Commission.
6. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Truck or Trailer Rental Use to be located at the northwest corner of Summer Avenue at Altruria Road on Parcel B0166 C00004, incorporating the above listed conditions, is approved.

ADOPTED THIS 14th DAY OF DECEMBER, 2021.

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

A. Keith McDonald, Mayor

Penny Medlock, City Clerk

Bartlett Planning and
Economic Development Department
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Bartlett Planning Commission

Application for Special Use Permit Approval

Consultation with the staff is encouraged prior to the completion of this application form.

Requested Special Use Truck or Trailer Rental
Property Address North Quadrant of Summer Avenue and Altruria Road
Present Zoning Commercial: C-H
Owner/Developer Contact Wythe Rhett Phone 662-549-1003
Company Name Southernave Properties, LLC Fax _____
Address 2942 Bluecutt Road, Columbus, MS 39705
Email Address wythe@realstateinc.com
Architect Contact Mark Hawks Phone 731-234-2699
Company Name Mark Hawks, Architect Fax _____
Address 66 Woodwood Lane, Jackson, TN 38301
Email Address mwhawks@aercoas.net
Engineer Contact Tommy Dean or Kevin Hall Phone 662-423-9104
Company Name Dean McRae Engineering Fax _____
Address P.O. Box 573, Juka, MS 38852
Email Address tdcan@deanmcrae.com or kevin@khs-design.com

Submitted by TERENCE INGRAM [Signature] 9.7.2021
(printed name) (signature) (date)
Email Address INGRAMSTRUCTORS@gmail.com Phone _____ Fax _____

Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.

Attach a checked-off "Special Use Permit Checklist" and all items required therein.

Provide 18-folded ($\pm 10" \times 13"$) sets of plans with a copy of the signed application attached to each set.

Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.

Include a fee with this application (check payable to the City of Bartlett) of \$500 for five (5) acres or less, plus \$50 per acre (after the first five) to a maximum of \$3,000. The fee is not refundable.

I, the property owner(s) hereby authorize the filing of this application.

Wythe Rhett [Signature] 9/7/2021
(print name) (signature) (date)

RECEIVED
SEP 07 2021
CITY OF BARTLETT

**Bartlett Planning and
Economic Development Department**
6382 Stage Road, P.O. Box 341148
Bartlett, TN 38184-1148
901-385-6417 FAX 901-385-6419
www.cityofbartlett.org

Special Use Permit Checklist

Plot Plan and Legal Description (each parcel, if more than one)

- _____ Plot plan, drawn to scale, showing the following information for each parcel (several parcels may be included on one sheet):
 - _____ Adjoining public street rights-of-way
 - _____ Area (acres)
 - _____ Present zoning
 - _____ Requested special use, including purpose (attach statement, one page maximum)
 - _____ Area in which buildings are proposed to be located, showing setback dimensions from line.
 - _____ Drainage
 - _____ Driveways
 - _____ Parking area
 - _____ Buffer planting areas
 - _____ Type and location of any easements
 - _____ If Site Plan application and approval are necessary, conformance to Tree Ordinance is required.

_____ Other pertinent information as required through staff consultation.

_____ Legal description (may be attached to plot plan).

_____ One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

_____ Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.

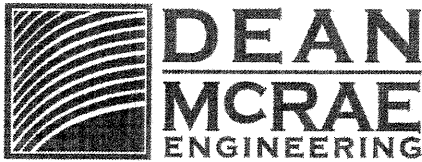
_____ One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

_____ List of all property owners within 1,000 feet or a minimum of fifty (50) property owners, whichever results in the greater number of owners. A xerographic copy of the mailing labels may serve as the list.

_____ Self-adhesive mailing labels for the list of property owners (two sets).

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED



308 Grisham Street
P.O. Box 573
Iuka, Mississippi 38852
662.423.9104
FAX: 662.423.0096

Request for Special Use Permit:

Altruria Road and Hwy 70/ Summar Ave.
Bartlett, TN 38134

Owner:

Sunbelt Rentals
Southernaire Properties, LLC
2942 Bluecutt Road
Columbus, MS 39705

Building Use:

The building is used for Sunbelt Rentals, Construction Equipment. These rentals are for Construction Companies and will consist of equipment such as: scissor lifts, backhoes, bob-cats, residential and small construction equipment.

80% is delivered and picked up by Sunbelt Rentals.

Hours of operation are 8am to 5pm, Monday thru Friday and they will be closed on Saturday and Sunday.

Based upon these hours, this operation should not interfere with the adjacent Church on Altruria.

Tommy Dean, PE PLS
Dean McRae Engineering, Inc.



Tom Leatherwood
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.

	
16083821	
08/17/2016 - 09:24 AM	
2 PGS	
TAXY	1498242-16083821
VALUE	149900.00
MORTGAGE TAX	0.00
TRANSFER TAX	554.63
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
WALK THRU FEE	0.00
TOTAL AMOUNT	567.63
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: <http://register.shelby.tn.us> Email: Tom.L Leatherwood@shelbycountyttn.gov
Join us on Facebook

Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3048 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria

WARRANTY DEED

THIS INDENTURE, made and entered into on this 5th day of **August, 2016**, by and between **STEVE ALFORD, unmarried** party of the first part, and **HARPER & HARPER ENTERPRISE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY**, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee:

Lot 12, J.D. and J.A. Kearney Subdivision, as shown on plat of record in Plat Book 13, Page 13, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

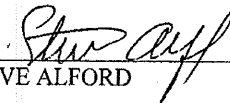
Being the same property conveyed to Grantor by Quit Claim Deed of record at Inst. No. 08145374, in said Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set out above; subdivision restrictions, building lines and easements of record in Plat Book 13, Page 13; Deed Restrictions at Book 1941, Page 361; that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

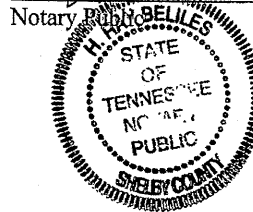

STEVE ALFORD

STATE OF TN
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public of the aforesaid County and State, STEVE ALFORD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes herein contained.

Witness my hand, at office, this 5th day of August, 2016.

My Commission Expires: 1/20/20



Property Owner and
Property address:

Harper & Harper Enterprise, LLC
0 Highway 70
Bartlett, Tn. 38134

Mail Tax Bills To: Property owner:
Harper & Harper Enterprise, LLC
6295 Hawks Call Ln.
Bartlett, Tn. 38135-7412

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$149,900.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

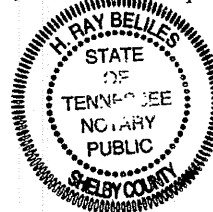
Subscribed and sworn to before me this 5th
day of August, 2016.

Notary Public

This instrument Prepared by
and Return To:
Title and Escrow Services, Inc.
1669 Kirby Parkway, Suite 100
Memphis, Tennessee 38120
901-753-6030

Tax I. D: B01-66-C00004

My Commission Expires: 1/20/20



Return to:
Chicago Title & Insurance Company
1000 N. Dearborn Street
Chicago, IL 60610
60600-0000

Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3048 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria



- 1) Greenway Home Services LLC
7550 E Bartlett Corporate Dr. E #101
Bartlett, TN 38133-3963

2) William A. McMahan, Jr
4666 Wild Fern Dr.
Bartlett, TN 38135

3) AAA Collision Center LLC
6420 Summer Ave.
Bartlett, TN 38134-5966

4) Peter W. Wofford
3329 Poplar Ave.
Memphis, TN 38111-4673

5) Rohan Properties LLC
9000 Forest Hill Irene CV
Germantown, TN 38139-6619

6) David & Jennifer Bowen
6518 Elmore Rd.
Bartlett, TN 38134-5940

7) Roderick Grigsby
2393 Charles Bryan Rd.
Memphis, TN 38134-4725

8) Colby B. Sandlian & Genevieve B. Sandlian
Revocable Trust and
10913 E 126th St.
Fishers, IN 46038-9418

9) H&H Investments LLC
6420 Summer Ave.
Bartlett, TN 38134-5966

10) Alberto Delgado
6874 Green Crest Dr.
Memphis, TN 38133-4816

11) Martin F. Dominguez & Alma R. Felix
2411 Charles Bryan Rd.
Memphis, TN 38134-4725

12) Brantley F. & Bernice Holland
2425 Charles Bryan Rd.
Memphis, TN 38134-4725

13) William D. Anderson & June E. Anderson
2509 Altruria Rd.
Memphis, TN 38134-4721

14) Kidist Mariam Ethiopian Orthodox Tewahedo
Church of Memphis
2449 Altruria Rd.
Memphis, TN 38134-4721

15) Automatic Gates Construction LLC
6483 Summer Ave.
Memphis, TN 38134-4757

16) Automatic Gates Construction LLC
6483 Summer Ave.
Memphis, TN 38134-4757

17) Ricky D. Guess & Cynthia L. Guess Revocable
Trust
3442 Flintrock Dr.
Bartlett, TN 38135-2431

18) Judy C. Dorsey & Stephanie C. Sweda
520 Helene Dr.
Arlington, TN 38002-4432

19) Catherine D. Swan Living Trust
6501 Summer Ave.
Bartlett, TN 38134-4757

20) John K. McIntyre
P.O. Box 15
Macon, TN 38048

21) Harriet P. McLean General Partnership
8820 Somerset Ln.
Germantown, TN 38138

22) Oncall HVAC LLC
4169 Catawba Ave.
Carrollton, TX 75010-1197

23) Acts Korean Presbyterian Church of Memphis
5529 Summer Ave.
Bartlett, TN 38134

24) Ronney S. & Sandra N. Daniel
2522 Juneway Dr.
Memphis, TN 38134-4739

25) Troy & Lisa Liebschwager
2542 Juneway Dr.
Bartlett, TN 38134-4739

26) Joshua M. Anderson
2525 Altruria Rd.
Bartlett, TN 38134-4721

27) Richard S. & Brittany D. Jarvis
2539 Altruria Rd.
Bartlett, TN 38134-4721

28) Joseph D. Reno
2557 Altruria Rd.
Bartlett, TN 38134-4721

29) Edith S. Logue (Estate of)
2544 Altruria Rd.
Memphis, TN 38134

30) Michael L. & Rebecca L. Luman
2559 Altruria Rd.
Memphis, TN 38134-4721

31) Kendall Family Revocable Trust
2580 Altruria Rd.
Memphis, TN 38134-4760

32) Bobbie N. Guinn & Shirley J. Robinson
2565 Juneway Dr.
Memphis, TN 38134-4762

33) Murray & Elizabeth McCown
2560 Juneway Dr.
Bartlett, TN 38134-4739

34) James Bennett & Pamela Warrington
296 Raintree Dr.
Hendersonville, TN 37075-5209

35) Betty McBroom & June Tucker
2580 Juneway Dr.
Memphis, TN 38134

36) James Bennett & Pamela Warrington
296 Raintree Dr.
Hendersonville, TN 37075-5209

37) Billie S. Edwards
2596 Altruria Rd.
Bartlett, TN 38134-4760

38) Timothy & Margaret Albin
2597 Juneway Dr.
Memphis, TN 38134-4762

39) James & Helen Callicutt
2598 Juneway Dr.
Memphis, TN 38134-4739

40) Rodolfo & Sandra Ramirez
8682 Chris Suzanne Cir.
Cordova, TN 38018-7302

41) Allison M. Broady
6548 Whitten Grove Dr.
Memphis, TN 38134-4707

42) Chanhaw Ki
6556 Whitten Grove Dr.
Memphis, TN 38134-4707

43) Michael Claxton
6562 Whitten Grove Dr.
Memphis, TN 38134-4707

44) Antonio Morales
6547 Whitten Grove Dr.
Memphis, TN 38134-4780

45) Tommy & Lise Williams
3090 Briarty Lane
Bartlett, TN 38135-3520

46) Noel & Anita Das
6561 Whitten Grove Dr.
Memphis, TN 38134-4780

47) Oudom Phomphakdy
3297 Richland View Ln.
Bartlett, TN 38133-1806

48) Johnathan Vergara
6546 Elmore Ridge Ln.
Memphis, TN 38134-4713

49) Katherine Pratt
2628 Sleepy Bend Cove
Memphis, TN 38133-5037

50) David Arocho
6562 Elmore Ridge Ln.
Memphis, TN 38134-4713

51) Yamasa Co, LTD.
P.O. Box 4090
Scottsdale, AZ 85261-4090

52) Maria Fierro & Luis Galvan
6547 Elmore Ridge Ln.
Memphis, TN 38134-4720

53) NAPA Homes, LLC
10023 NW 53rd Ct.
Coral Springs, FL 33076-2422

54) Kathryn L. Hollahan
11020 Road 105
Mancos, CO 81328-9300

55) James & Deborah Leafey
6569 Elmore Ridge Ln.
Memphis, TN 38134-4720

56) Timothy Dacus
6548 Charles Bryan Cove
Memphis, TN 38134-4706

57) Gerardo Ayala
6556 Charles Bryan Cove
Memphis, TN 38134-4706

58) Landon Lane
6564 Charles Bryan Cove
Memphis, TN 38134-4706

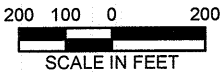
59) Chasity McDonald
6570 Charles Bryan Cove
Memphis, TN 38134-4706

60) Juan & Antonia Garcia
6549 Charles Bryan Cove
Memphis, TN 38134-4706

61) Miguel Ordaz
6557 Charles Bryan Cove
Memphis, TN 38134-4706

62) Roosevelt & Tracie Robinson
6565 Charles Bryan Cove
Memphis, TN 38134-4706

63) Albright Investments, LLC
2171 Judicial Dr. Suite 120
Germantown, TN 38138-3867



DRAWN BY: K. HALL
CHECKED BY: T. DEAN
SCALE: GRAPHIC
DATE: SEPTEMBER 2021
PROJECT NO.: KHS21-052

SUNBELT RENTALS
SOUTHERNAIRE PROPERTIES, LLC
2942 BLUECUTT ROAD
COLUMBUS, MS 39705



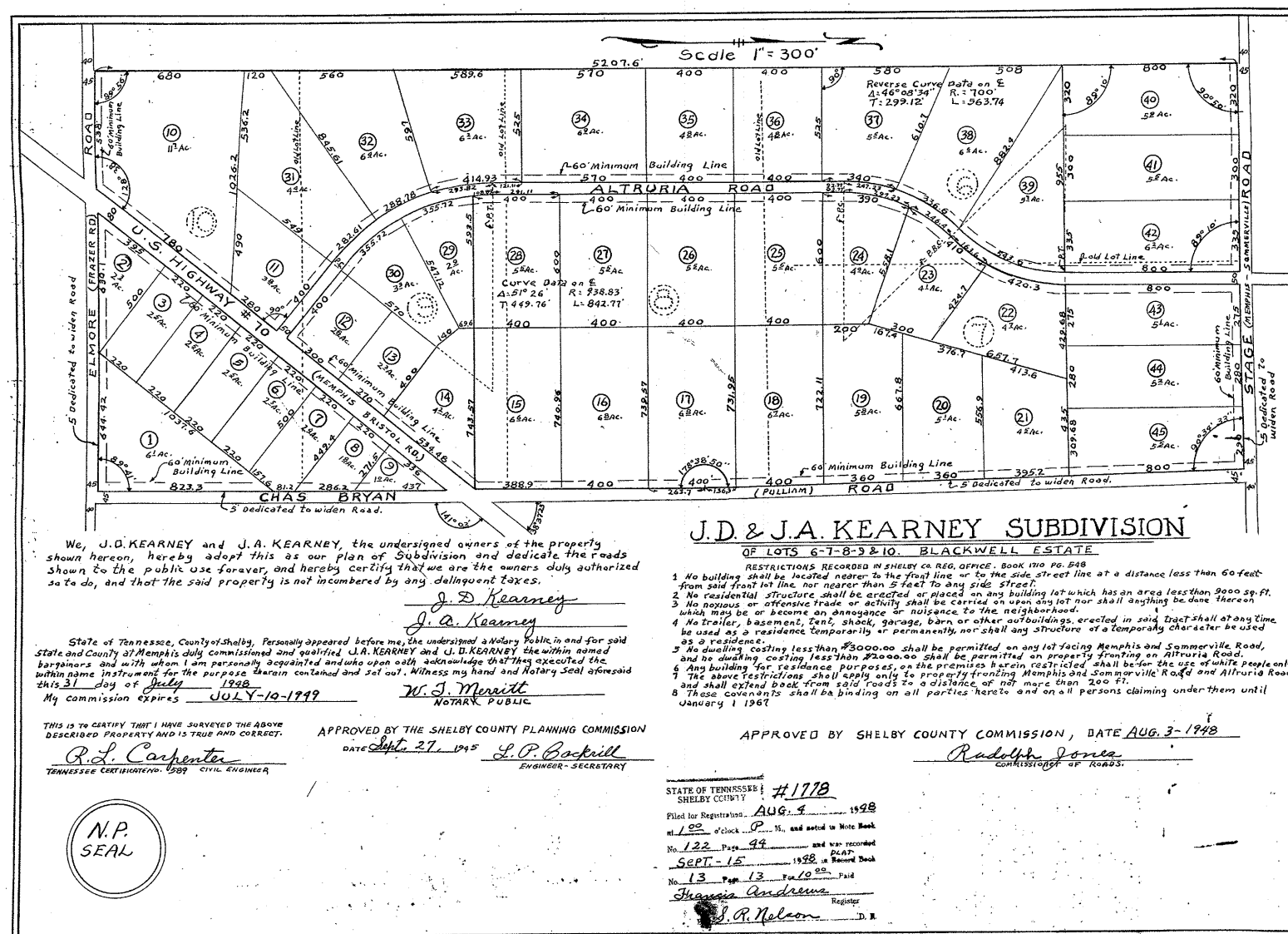
308 GRISHAM STREET
P.O. BOX 573
IUKA, MISSISSIPPI 38852
PHONE: (662)423-9104
EMAIL: tdean@deanmcrae.com

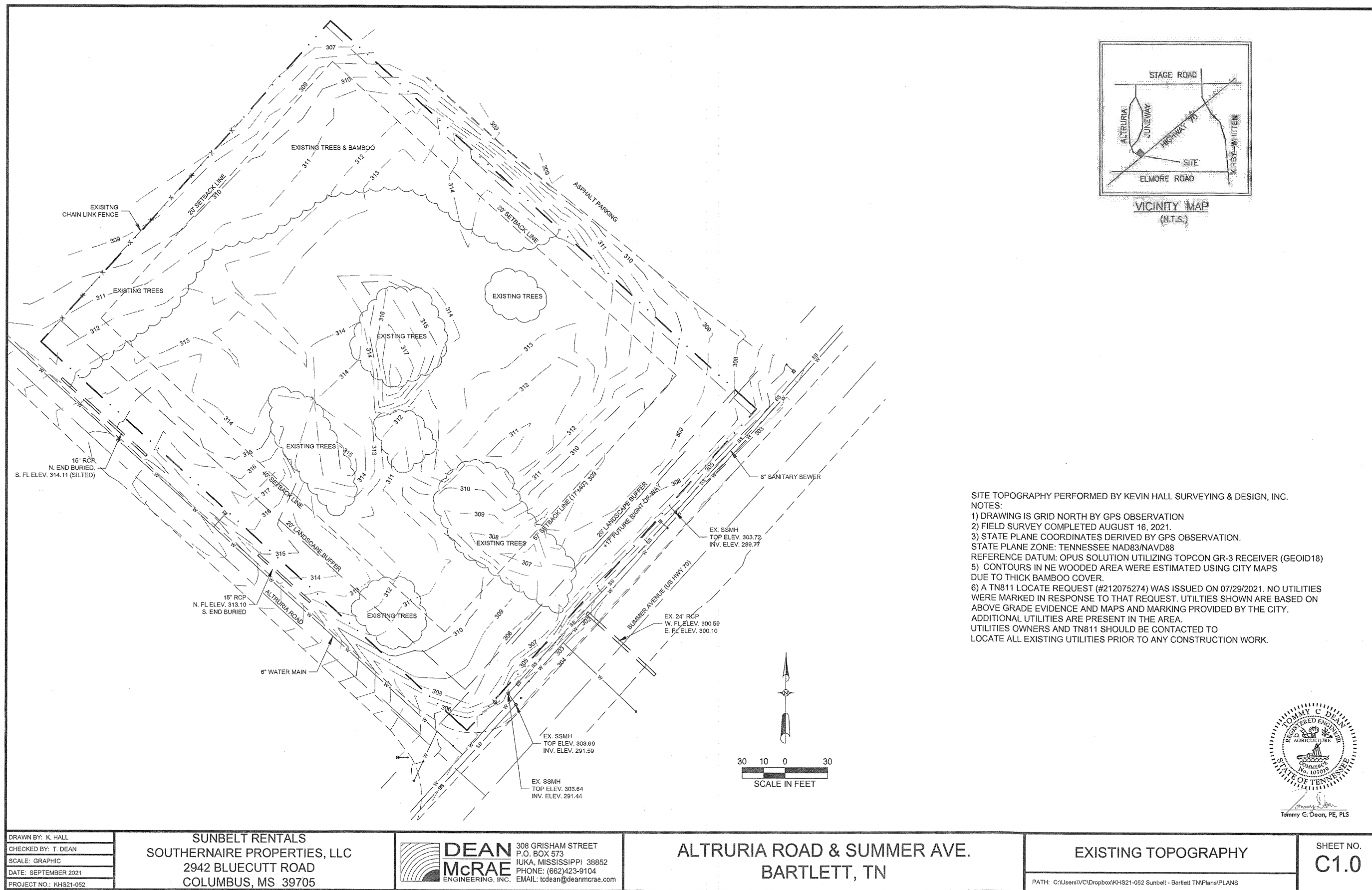
ALTRURIA ROAD & SUMMER AVE.
BARTLETT, TN

PROPERTY OWNERSHIP MAP

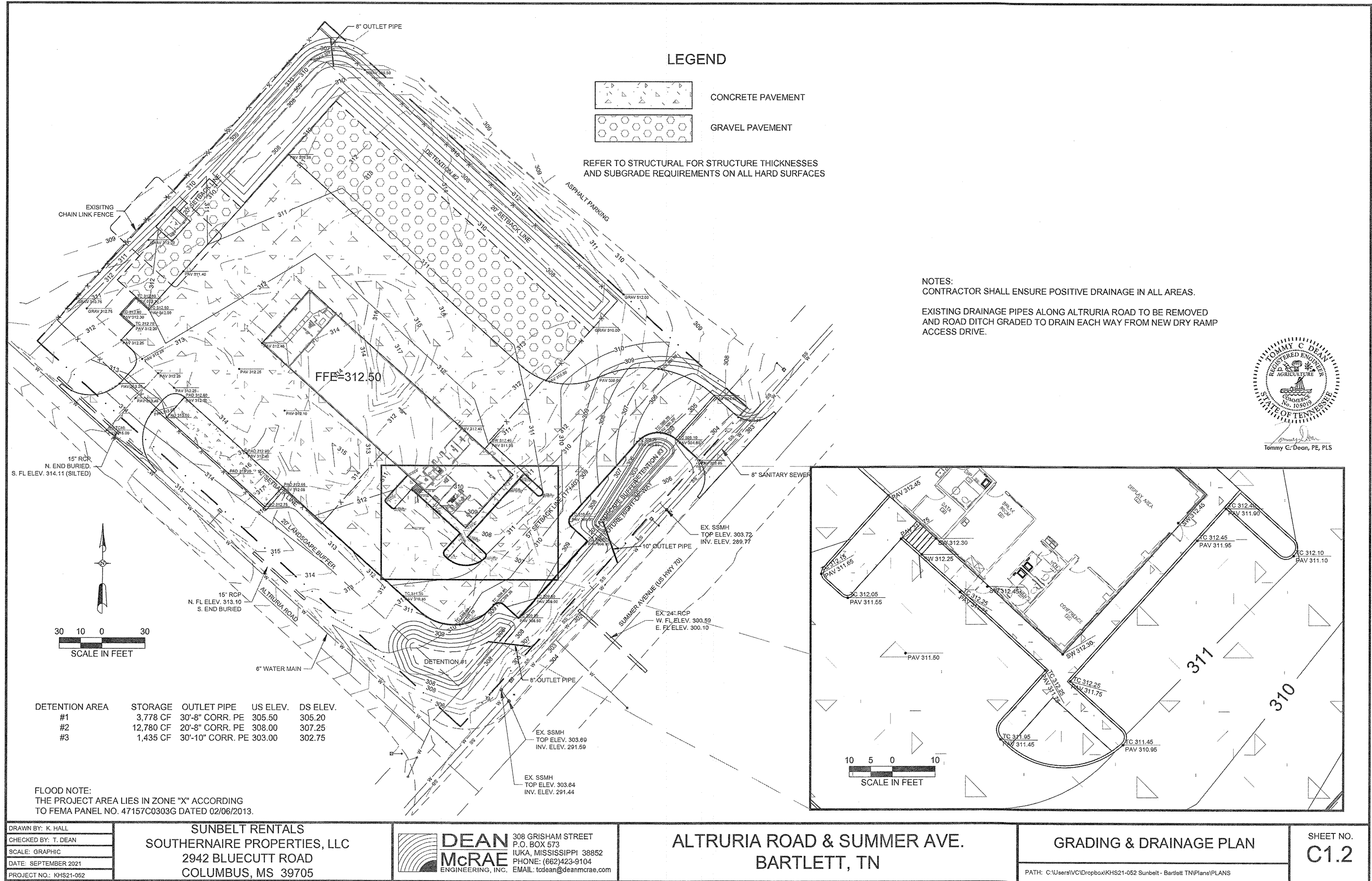
PATH: C:\Users\VC\Dropbox\KHS21-052 Sunbelt - Bartlett TN\Plans\PLANS

SHEET NO.
PM1

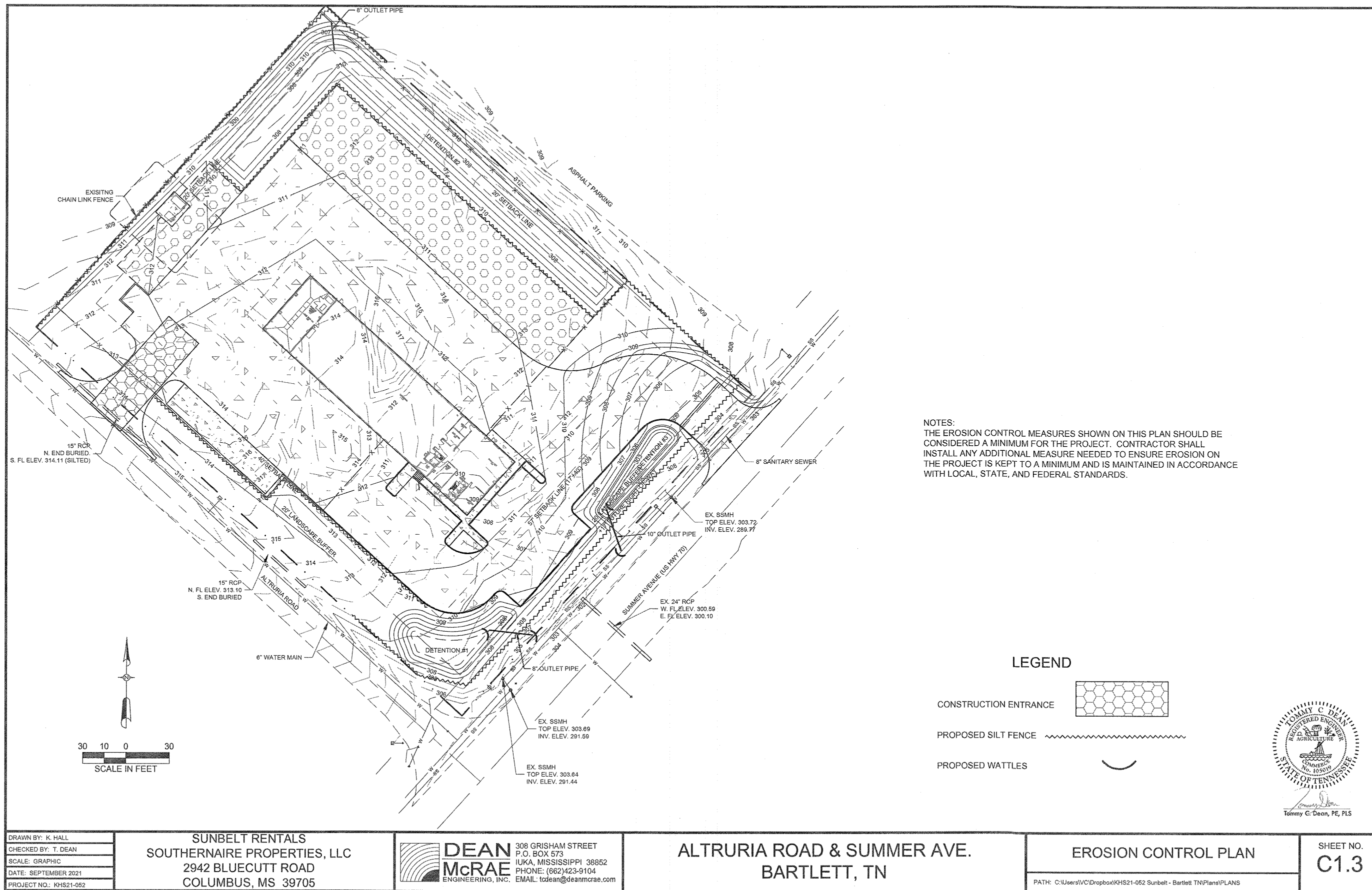


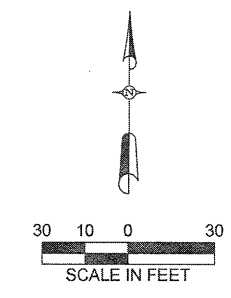
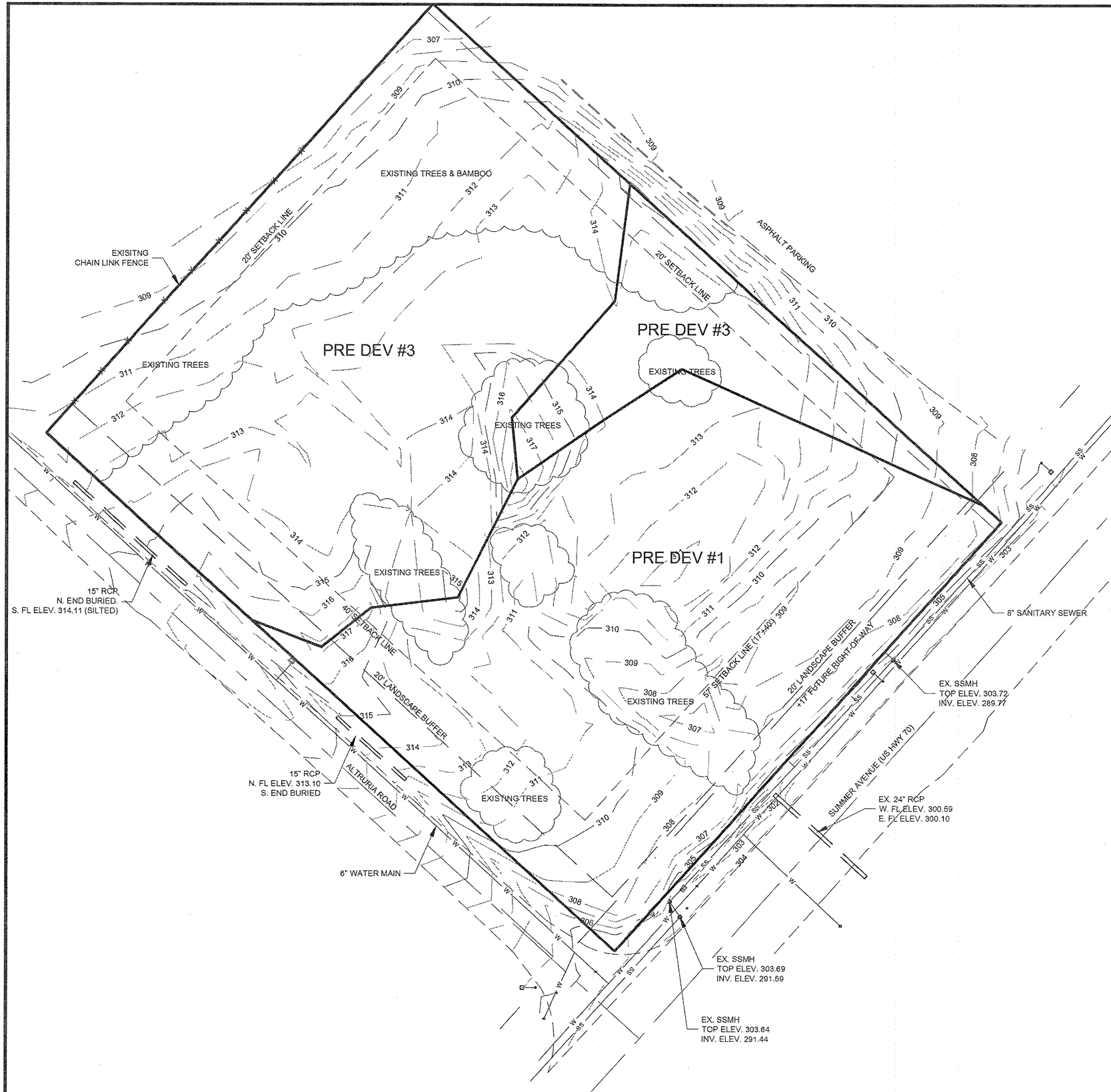






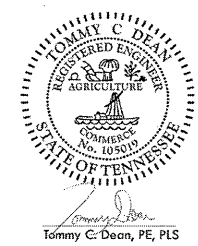
Attachment: SUP Sunbelt Rentals Altruria at Hwy 70 (3048 : Res. 30-21 SUP Truck or Trailer Rental Use northwest corner of Summer at Altruria



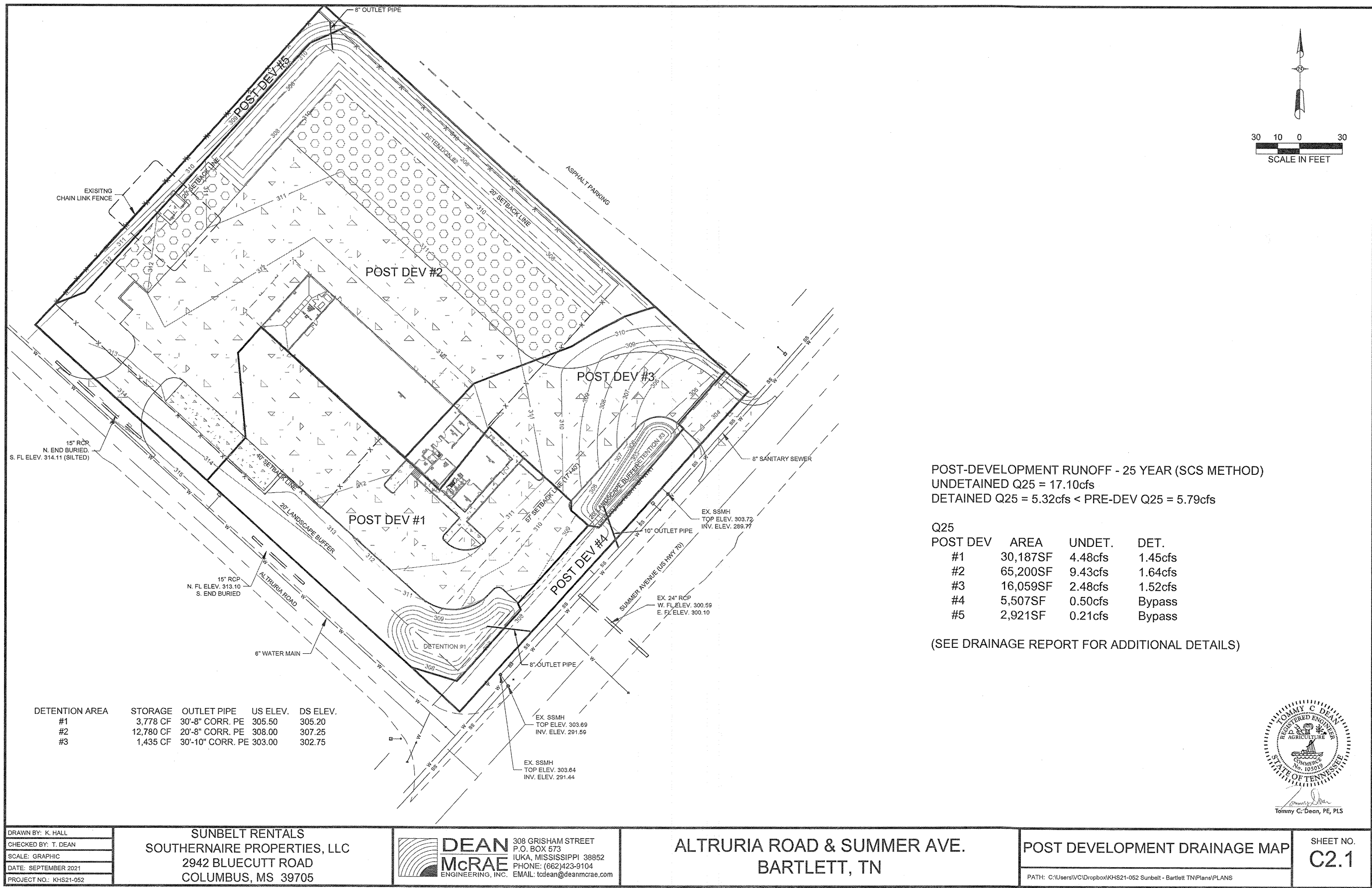


PRE-DEVELOPMENT RUNOFF - 25 YEAR (SCS METHOD)
Q25 = 5.79cfs

PRE DEV	AREA	Q25
#1	53,926SF	3.09cfs
#2	54,890SF	2.04cfs
#3	11,184SF	0.66cfs



DRAWN BY: K. HALL CHECKED BY: T. DEAN SCALE: GRAPHIC DATE: SEPTEMBER 2021 PROJECT NO.: KHS21-052	SUNBELT RENTALS SOUTHERNAIRE PROPERTIES, LLC 2942 BLUECUTT ROAD COLUMBUS, MS 39705	DEAN McRAE ENGINEERING, INC. 308 GRISHAM STREET P.O. BOX 573 IUKA, MISSISSIPPI 38852 PHONE: (662)423-9104 EMAIL: tcd@deanmcr.com	ALTRURIA ROAD & SUMMER AVE. BARTLETT, TN	PRE DEVELOPMENT DRAINAGE MAP PAT: C:\Users\VC\Dropbox\KHS21-052 Sunbelt - Bartlett TN\Plans\PLANS	SHEET NO. C2.0
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Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3051)

Meeting: 10/26/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3051

Resolution 31-21, a resolution authorizing the City of Bartlett, Tennessee to participate in James L. Richardson “Driver Safety” Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Bartlett, Tennessee is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Bartlett employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Driver Safety” Matching Grant Program; and

WHEREAS, the City of Bartlett, Tennessee now seeks to participate in this important program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee the following:

SECTION I. That the City of Bartlett, Tennessee is hereby authorized to submit application for a “Driver Safety” Matching Grant Program through Public Entity Partners.

SECTION II. That the City of Bartlett, Tennessee is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this day of October 26, 2021

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

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3045)

Meeting: 10/26/21 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3045

Resolution 32-21, a resolution to Amend the City of Bartlett FY2022 American Rescue Plan Act Fund to Provide for Premium Pay to Essential Employees as Authorized in the American Rescue Plan Act (ARPA).

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the Covid-19 pandemic; and

WHEREAS, approximately \$350 billion of The ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the coronavirus pandemic; and

WHEREAS, such funds are to be used in accordance with the guidelines of the plan summarized below:

Timing - First Tranche Amount: The City of Bartlett has been allocated a total of \$5,766,313 of ARPA funding as described above. On July 1, 2021 the City of Bartlett received one-half of this allotment of \$2,883,156.50 from the Secretary of the Treasury. Second Tranche Amount: The Secretary of the Treasury shall pay the second half of the total allotment not earlier than 12 months after the date of the First Tranche paid to the City.

Use of Funds - The City of Bartlett shall only use the funds provided as described in the ARPA which follows the rules set out in the federal register dated May 17, 2021 for this purpose to cover costs incurred by the City no later than December 2024, to wit:

- a) To respond to the public health emergency with respect to the Coronavirus 2019 disease (COVID-19) or its negative economic impacts;
- b) **To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work,**
- c) For the provision of government services to the extent of the reduction in revenue of such City due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the City, and
- d) To make necessary investment in water, sewer, or broadband infrastructure; and

WHEREAS, the City of Bartlett wishes to recognize the essential work performed by its Police, Fire, Ambulance, and Solid Waste workers during the course of the pandemic with

potential exposure to the COVID-19 virus on a daily basis; and

WHEREAS, the City of Bartlett desires to use a portion of its initial allocation to provide premium pay to its essential workers as described in the interim final rule from the Department of the Treasury contained in the federal register issued on Monday, May 17, 2021; and

WHEREAS, the City of Bartlett desires to pay out this premium pay in the next regular semi-monthly payroll or as soon thereafter as practical;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that the FY2022 ARPA Fund is amended to appropriate \$877,801 from the Federal Government grant through the American Rescue Plan Act as one-time non-recurring premium pay and associated benefits to eligible City of Bartlett essential workers as detailed in the table below:

	Description	Increase
Revenue	ARPA Grant	\$877,801
Expenditures	Wages FICA Match Work Comp	\$798,000 \$61,047 \$18,754

BE IT FURTHER RESOLVED that the City of Bartlett will adhere to the existing, additional, and amended guidelines as set forth by the federal government in the allocation or distribution of ARPA funds, the public welfare requiring it.

Adopted this day of October 26, 2021

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

A. Keith McDonald, Mayor

Attest: _____

Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: October 26, 2021

FROM: Dick Phebus, Finance Director

SUBJECT: Request to Amend ARPA Fund to Provide Premium Pay to Essential Workers

INTRODUCTION: The purpose of this agenda item is to request the Board of Mayor and Aldermen to approve a budget amendment to the American Rescue Plan Act Fund of the City for the purpose of providing premium pay to certain Police, Fire, Ambulance, and Solid Waste employees that performed essential services during the COVID-19 pandemic. Premium pay as described in the American Rescue Plan Act is a permissive and not mandatory use of the allocation received by the City of Bartlett.

BACKGROUND: On March 1, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 602(c)(1) and 603(c)(1) provides that funds may be used (...to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.) The ARPA has defined premium pay to mean an amount up to \$13 per hour in addition to wages the worker otherwise receives in an aggregate amount not to exceed \$25,000 per eligible worker. This requirement and other considerations can be found in the May 17, 2021 Interim final rule issued by the Department of the Treasury. The rule can be accessed on the web at <https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf>. In a memo from the Tennessee Comptroller's Office dated July 9, 2021, Comptroller Jason Mumpower outlined "guidelines for premium pay" which states that critical sectors include healthcare, education and children, transportation, sanitation, and public health and safety (emphasis added). The memo further states that language contained in the interim final rule noted above, the chief executive officer of the city may designate other essential workers in critical sectors within the general guidelines of the legislation.

DISCUSSION: The amendment to the ARPA Fund of the City appropriates \$877,801 for the purpose of paying essential employees of the Police, Fire, Ambulance, and Solid Waste Department premium pay of \$3,000 each and provides for the matching costs of FICA of \$61,047 and Worker Compensation insurance premium of \$18,754. This is a non-recurring one-time payment to each affected worker and does not count as pay for any City of Bartlett retirement plan or other purposes. The \$3,000 and associated employee federal income tax and FICA tax withholding will be included in the 2021 year-end Form W-2 for each employee. Federal taxes will be withheld based on each employee's Form W-4 on file with the personnel department.

BUDGET IMPACT: Premium pay and benefits will be charged to the ARPA Fund. However, for convenience in accounting, these funds may be transferred to the General Fund.

PROPOSED MOTION: To approve the budget amendment to the FY2022 ARPA Fund to provide premium pay plus benefits as described in this report.