



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 24, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Board of Education, October 26 at 7 p.m.

Bartlett Station Commission, November 1 at 7:30 a.m.

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

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

Planning Commission, November 6 at 7 p.m.

Parks and Recreation Advisory Board, November 9 at 7 p.m.

Bartlett Historical Society, November 13 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the October 10, 2017 Board of Mayor and Aldermen Regular Meeting

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Young

PUBLIC HEARING

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

- I. Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads.

No one spoke for or against Resolution 43-17.

Adjourned at 7:10 p.m.

UNFINISHED BUSINESS

- I **Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning Kimberly Taylor stated that this special use permit is being amended to add an independent living facility with memory care to the assisted living facility originally planned. This facility will be located in the Commercial-Highway Zoning District, so it requires a special use permit. The Planning Commission forwarded this resolution to the Board with a favorable recommendation.

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

CONSENT AGENDA

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

- I **Special event permit for One Less Orphan 5K Fundraiser. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 11 from 8 to 10 a.m. at Faith Baptist Church.
- 2 **Special event permit for Ellendale Baptist Church fall festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Tuesday, October 31 from 6 to 8 p.m. at Ellendale Baptist Church.

3 Well pump replacement at Water Treatment Plant #3. (Rick McClanahan, Director of Engineering)

Request authorization for National Water Service to rebuild and replace Well Pump #2 at the Ardie Road Plant a total cost of \$40,304. Funds are available in Account 510.51200.262.

4 Bid for one side-loader refuse truck. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Worldwide Equipment at a cost of \$129,151.00. Funds are available in Account 122.48122.935.

5 Treasurer's report for September 2017. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$79,809,042
Year-to-date Expenditures	\$19,792,212
Adopted Budget Revenues	\$79,809,042
Year-to-date Revenues	\$7,481,616

NEW BUSINESS

I Bid for W.J. Freeman Park Improvements, Phase 2. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest total base bid from Encor, LLC in the amount of \$957,151.00, plus the bid for the parking lot lighting in the amount of \$110,000.00. The total contract award for this project will be \$1,217,151.00, which includes a contingency amount of \$150,000. Funds are available in Account 311.48311.780.51401.

Bo Maharrey, Parks Maintenance Manager, stated that this phase of improvements to W.J. Freeman Park will include adding a cricket field, two multipurpose fields, and a large parking lot adjacent to Veteran's Park.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	W.C. Pleasant, Alderman
AYES:	Pleasant, Elliott, Parsons, Young

OPEN DISCUSSION

Fire Chief Terry Wiggins announced that the Annual Volunteer Firefighters Pancake Breakfast served more than 2,000 people.

Patsy Dawson, 6301 Oak Walk Lane, told the Board that a nearby house is being used and advertised as a vacation rental on Airbnb. Mrs. Dawson says every Thursday five to seven cars arrive at the house and stay until Sunday. The homeowners charge \$247 a night to rent the home. She said she understands that Bartlett does not have an ordinance against renting a home as a vacation rental, but she believes it should. Mrs. Dawson said this home is basically a hotel where guests come and go at all times, and she's concerned about the caliber of the guests. Mayor McDonald suggested that while the City is working on a legal solution to this issue that Mrs. Dawson report the noise ordinance violations to the police.

Dianne Martin, 3687 Briar Trail Cove, also spoke to the Board regarding the Airbnb house in her neighborhood. She asked if there is a City ordinance that prohibits cars from being parked in front of residences. Mayor McDonald explained that the City cannot prohibit that since the streets are public. Mrs. Martin stated the guests' vehicles often block her mailbox, to which Mayor McDonald told her that is illegal and should be reported to the

police via the City's non-emergency phone number. He added that the vacation rental/Airbnb issue was hotly debated in the State Legislature last year, and he expects it to be again this year. Mayor McDonald explained that some communities have approved ordinances regulating this issue, but they are also being challenged in court. He added that Bartlett doesn't always want to be the first to enact legislation because court challenges are costly to taxpayers. Once the legality of vacation rental regulations is decided, Bartlett will enact its own ordinance.

Sam Dawson, 6301 Oak Walk Lane, also spoke about the Airbnb issue. He asked what he and his neighbors can expect from the Board about this issue. Mayor McDonald stated that the Board is already working on addressing this issue. He said that he has spoken to the City Attorney, and the administration is looking for legal answers to this problem, and he will ask the Planning Department to determine if other City ordinances would apply. Mayor McDonald reiterated that the vacation rental/ Airbnb issue is a national issue, and the administration is waiting for the courts to determine the length to which municipalities can go in regulating it.

Mr. Dawson asked if the City's administration has discussed the issue with Germantown or Collierville because both cities have Airbnb ordinances. Mayor McDonald stated that while Collierville does have an ordinance addressing vacation rentals, he doesn't expect it to survive a legal challenge.

Mr. Dawson said the house in question is rented out to tribes with five or six cars parked in the cove. He said he or his neighbors can't leave their homes when the rental guests leave because of the number of cars and congestion. Mr. Dawson claimed his neighborhood, Oak Forest, is too nice for this kind of problem. He complained that it is illegal for him to run a retail business out of his home, but homeowners can run a hotel out of theirs. Mayor McDonald responded that as issues arise, cities move to address them. Mr. Dawson then argued that if this were an issue in the Mayor's neighborhood, it would've already been addressed. Mayor McDonald restated that the administration is concerned about this issue and these citizens.

Mr. Dawson stated that the tenants often leave ahead of a process server's arrival. Mayor McDonald asked Mr. Dawson to elaborate, then Mr. Dawson revealed that the previous homeowners were being evicted, which happened before the home was converted to a vacation rental. Mayor McDonald said the administration would investigate this issue further.

ADJOURNMENT

Meeting adjourned at 7:26 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, OCTOBER 10, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Stephen Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 12 at 7 p.m.

Historic Preservation Commission, October 16 at 7 p.m.

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

Bartlett Arts Council, October 17 at 6:30 p.m.

Design Review Commission, October 17 at 6:30 p.m.

Board of Education, October 19 at 7 p.m.

RECOGNITIONS

Grace Presbyterian Extended Care check presentation to Bartlett First Responders Monument Committee

Jill Bailey of Grace Presbyterian Extended Care presented a \$600 check to Alderman Emily Elliott and the Bartlett First Responders Monument Committee. The after-school program hosted a Cop Stop in August and sold T-shirts printed with Back the Blue on them. All the proceeds are being donated to the monument.

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

Minutes Acceptance: Minutes of Oct 10, 2017 7:00 PM (MINUTES ACCEPTANCE)

MINUTES ACCEPTANCE**Minutes of the September 26, 2017 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Jack Young, Vice Mayor
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 1 Special event permit for Tim Creager Memorial 5K Run. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, November 18 from 9 a.m. to 12 p.m. at Bartlett Hills Baptist Church.
- 2 Special event permit for Fallapalooza Fall Festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, October 22 from 3 to 6 p.m. at New Hope Christian Church.
- 3 Proposal for design and construction plans for widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Recommend approving Kimley Horn final engineering design and construction plan proposal for the Old Brownsville Road widening project in the amount of \$281,412.39, plus a contingency amount of \$8,587.61, for a total cost of \$290,000. This project is an 80/20 federal local match. The City's portion of the contract administration is \$58,000. Funds are available in Account 311.48311.772.422
- 4 Bids for annual Animal Shelter supplies. (Bill Yearwood, Director of Public Works)**
Recommend accepting the bids from Henry Schein, MWI, and Midwest Vet. Funds are available in Account 110.43800.321.
- 5 Bid for emergency standby, portable generator. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Thompson Cat at a cost of \$65,700.0. Funds are available in Account 51.051300.939.

Minutes Acceptance: Minutes of Oct 10, 2017 7:00 PM (MINUTES ACCEPTANCE)

- 6 Bid for two knuckle boom loaders. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Tag Truck at a total cost of \$254,909.26.
Funds are available in Account 122.48122.935.
- 7 Presentation of Debt Obligation Form Related to General Obligation Refunding and Improvement Bonds, Series 2017. (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 Refunding and Improvement Bonds, Series 2017.

NEW BUSINESS

- 1 Resolution 44-17, a resolution to delete uncollectable property taxes, interest, penalties, and associated costs from the City of Bartlett Tax Rolls. (Dick Phebus, Director of Finance)**

Mr. Phebus state that this resolution would delete \$3,541.80 in delinquent property taxes and associated costs.

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

- 2 Resolution 45-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund. (Dick Phebus, Director of Finance)**

Mr. Phebus noted that this Bartlett City Schools budget amendment is for \$80,000 to be used for a new HVAC system for Appling Middle School.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

- 3 Resolution 46-17, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$23,300 and amend the Fiscal Year 2018 Grant Fund Budget to appropriate the grant funds. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this resolution will increase the grant budget by \$23,300 by accepting the State of Tennessee Highway Safety Office grant.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Parsons, Alderman
SECONDER:	Emily Elliott, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

4 Resolution 47-17, a resolution to amend the FY18 Capital Improvement Program and Debt Service Fund Budgets to recognize general obligation bond proceeds, refunding bond proceeds, cost of issuance, interest expense and interest earnings. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution will amend the Capital Improvements Program and debt service budgets for this fiscal year in relation to the recent bond issue. The money was received October 5 and is in place for projects. It is necessary to appropriate those funds with this resolution.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Bobby Simmons, Alderman
SECONDER:	Paula Sedgwick, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Fire Chief Terry Wiggins invited the public to the annual Reserve Firefighters Pancake Breakfast Saturday, October 14 from 7 to 11 a.m. at the Bartlett Station Municipal Center. All proceeds will be donated to Ronald McDonald House and the Dream Factory.

ADJOURNMENT

Meeting adjourned at 7:14 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Oct 10, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2244)

Meeting: 10/24/17 07:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Stefanie McGee

Initiator: Kim Taylor

Sponsors:

DOC ID: 2244

Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads.

WHEREAS, an amendment is requested to the application for a Special Use Permit to add an Independent Care Facility with Memory Care to the Assisted Living Facility to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road. The permit to be amended was approved as Resolution 33-17 approved by the Board of Mayor and Aldermen August 22, 2017.

WHEREAS, the Planning Commission held a public hearing and reviewed the proposed amendment to the Special Use Permit for an Assisted Living Facility/Independent Care Facility with Memory Care to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road on Monday, September 11, 2017, in accordance with their regulations and recommended the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 24th day of October, 2017 and approved the Special Use Permit for an Assisted Living Facility to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road, subject to the following conditions:

Engineering Conditions:

General:

- 1) **Not submitted at this time**, but a plat showing any public water, sanitary sewer, drainage or utility easements that will be required.
- 2) 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 and the surety amount required to be posted for this development.
- 3) Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to therndon@cityofbartlett.org <<mailto:therndon@cityofbartlett.org>> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
- 4) If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
- 5) All new utilities shall be underground.
- 6) 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. This site will have two detention basins with one being a dry detention basin and the other one being a buried dry detention facility located under one of the proposed parking lots.

Site Plan:

- 7) Installation of sidewalk and handicap ramps along the east side of New Brunswick Road is required.

Grading & Drainage Plan:

- 8) **Not submitted at this time**, but a Grading & Drainage Plan will be required showing existing and proposed contours, public and private drainage pipe, structure tables, detention basin grading and detention calculations, and drainage easements.
- 9) It is unknown at this time (to the Engineering Department) whether the “stream” along the East end of the property is a “blue line” water of the state or not. A stream determination should be submitted to the Engineering Department.
- In the event that it **is** a water of the state, a buffer line must be designated based on TDEC requirements and the City Storm water Ordinance. This buffer must be shown on the Grading and Drainage Plan and the Plat.
 - In the event that it is not a water of the state, the conveyance must be piped or channelized, within a permanent drainage easement.

Erosion Control Plan Phase 1 and Phase 2:

- 10) Applicant/Engineer shall prepare a SWPPP and submit to TDEC in order to get coverage and a NOC from TDEC, and copies of all correspondence shall be provided to Engineering.
- 11) During construction extra care will be needed to ensure that silt is not tracked out onto New Brunswick Road.

Erosion Control Details:

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

Utility Plan:

- 13) All sanitary sewer lines and clean outs shown on this plan is private and shall be maintained by the property owner.
- 14) If any sewer clean out is located in a paved area, then it shall comply with the detail approved by Bartlett Codes which involves a brass connections and a concrete collar.
- 15) The utility plan may have to be adjusted based on the actual Water Plan as designed by Bartlett Engineering.

Sheet LA 1.1 Landscape Planting Plan:

- 16) The plan shall comply with the approval of the DRC submittal.
- 17) There may be some modifications to this plan based on the final locations of the public water, sewer or drainage easements. Landscape should not be located in the public easements, if it is, an encroachment agreement will be required and this can be noted on the plat.

Tree Survey:

- 18) A tree survey and tree protection plan should be included.

Planning Conditions:

1. The memory care facility use is a secondary use to the primary use which is the assisted-living facility use.
2. The applicant has provided a site concept plan to show the future development. The applicant shall submit a formal site plan application to the Planning Commission and the Design Review Commission after the Board of Mayor and Aldermen approves the Special Use Permit for this property.
3. Should the Planning Commission provide a positive recommendation to the Board of Mayor and Aldermen, and the SUP is granted, the applicant would be required to return to the Planning Commission for site plan approval.
4. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

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 for an Assisted Living Facility/Independent Living with Memory Care to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road., incorporating the above listed conditions, is approved.

ADOPTED THIS 24th DAY OF OCTOBER 2017.

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

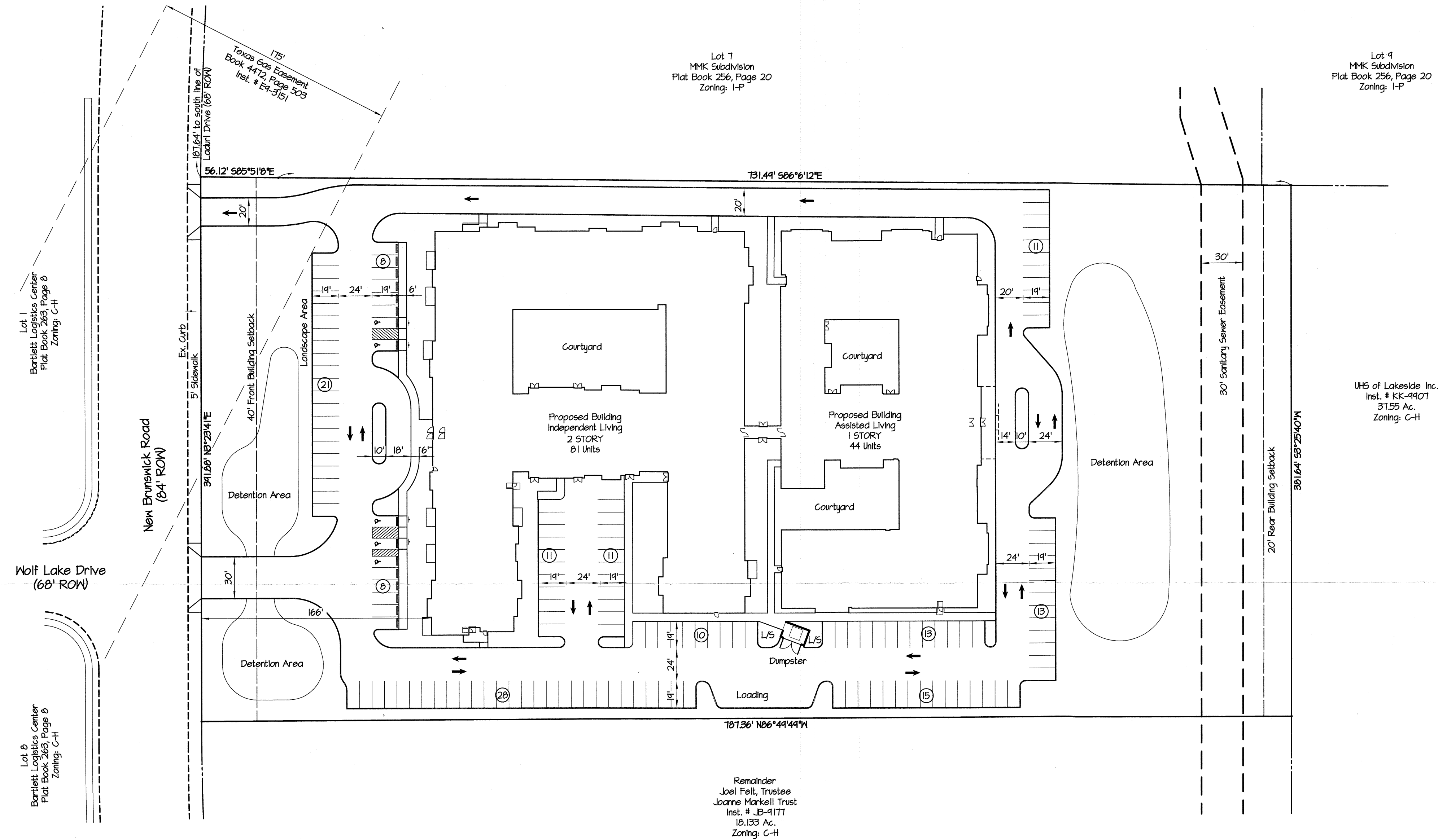
A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

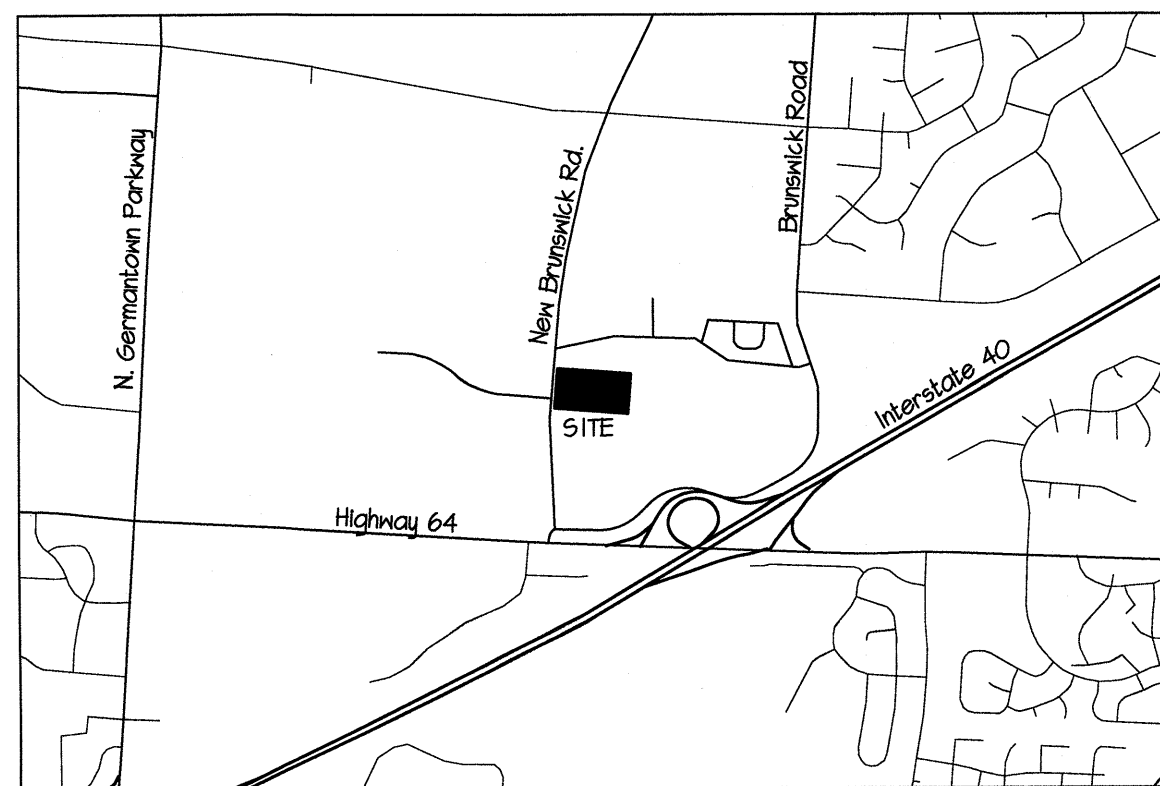
COMMENTS - Current Meeting:

Director of Planning Kimberly Taylor stated that this special use permit is being amended to add an independent living facility with memory care to the assisted living facility originally planned. This facility will be located in the Commercial-Highway Zoning District, so it requires a special use permit. The Planning Commission forwarded this resolution to the Board with a favorable recommendation.

RESULT: APPROVED [UNANIMOUS]**MOVER:** Jack Young, Vice Mayor**SECONDER:** W.C. Pleasant, Alderman**AYES:** W.C. Pleasant, Emily Elliott, David Parsons, Jack Young



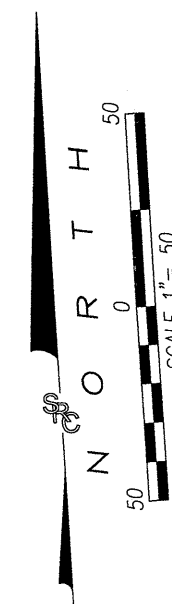
CONCEPTUAL PLAN ONLY - NOT FOR APPROVAL



Vicinity Map
nts

SITE DATA

Land Area	6.99 Ac
Ex. Zoning	C-H
Use	Independent & Assisted Living Facility
Parking Provided	
Standard	144
Accessible	5
Total	149
Open Space Provided	45%



SITE PLAN NEW BRUNSWICK RD. SUP

OWNER: JOEL FELT, TRUSTEE JOANNE MARKELL TRUST
DEVELOPER: FOCUS 3

6.99 ACRES
DISTRICT B01, BLOCK 58, PARCEL 170
ZONING: C-H
BARTLETT, TENNESSEE
SEPTEMBER 2017
SHEET 1 of 1

SRC CONSULTING, LLC
ENGINEERING - PLANNING

5909 Shelby Oaks Drive Suite 200 Memphis TN 38134
901-373-0380 (fax) 373-0370
www.SRCE-memphis.com

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/24/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for One Less Orphan 5K Fundraiser.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: W.C. Pleasant, Emily Elliott, David Parsons, Jack Young



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



3755 NORTH GERMANTOWN RD 38133
 Address Zip Code
NOV 11 2017 8:00 - 10:00
 Dates of the Event Hours of the Event
FUND RAISER 5-K
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)
FAITH BAPTIST CHURCH
 Property Owner
" 3755 NORTH GERMANTOWN RD
 Special Event Permit Applicant Address of Applicant
901-386-4785 901-385-8983
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

N/A Letter of Permission
X Insurance
N/A Tents (Fire Retardant letter included)
X Special Event Checklist
X Map
X Sign or Banner
4.5x6'

\$6400

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
64.00 Total

WARREN KNABBS 27 SEPT 2017
 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: 3755 N GERMANTOWN-5K FUNDRAISER ONE LESS ORPHAN-2017 (2237 : 5K Fundraiser-One Less Orphan)

Special Event Checklist

Event: S-K FUNDRAISER ONE LESS ORPHAN
 Location: FAITH BAPTIST CHURCH 3755 NORTH GERMANTOWN RD
 Dates: NOV 11 2017

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

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		X	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		X	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.	



Road Running Technical Council USA Track & Field Measurement Certificate

recognized by



Name of the course 1 Less Orphan 5K at Faith Baptist Church Distance 5 km
 Location (state) Tennessee (city) Bartlett
 Type of course: road race ☒ calibration ☐ track ☐ Configuration: keyhole
 Type of surface: paved 100 % dirt % gravel % grass % track %
 Elevation (meters above sea level) Start 93 m Finish 93 m Highest 101 m Lowest 89 m
 Straight line distance between start & finish 0 m Drop 0 m/km Separation 0 %
 Measured by (name, address, phone & e-mail) Rob Hunter & Lane Purser e-mail: robhunter33@comcast.net
1877 E Churchill Downs, Germantown, TN 38138 ph: (901) 246-1565
 Race contact (name, address, phone & e-mail) Amy Sizemore e-mail: amysizemore@comcast.net
3755 N Germantown Road, Bartlett, TN 38133 ph: (901) 489-9156
 Measuring Methods: bicycle ☒ steel tape ☐ electronic distance meter ☐
 Number of measurements of entire course: 2 Date(s) when course measured: 08/28/2014
 Race date: 11/01/2014 Course certification effective date: 08/30/2014
 Certification code: TN14096MS

Notice to Race Director: Use this Certification Code
in **all** public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If **any** changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2024

AS NATIONALLY CERTIFIED BY:

Matthew Studholme Date: 09/21/2014
 Matthew Studholme – USATF/RRTC National Certifier
 452 Brookhill Drive, Abingdon, Virginia 24210 Phone: (276) 492-1181 E-mail: sheddingcat@comcast.net

1 Less Orphan 5K at Faith Baptist Church Bartlett, TN

Start/Finish—Located in the drive to the parking lot north of the building (3755 N Germantown Rd) the start line is in line with a red post indicator valve and 8'9" west of the concrete base of a street light pole both in a curbed landscaped planting area north of the drive.

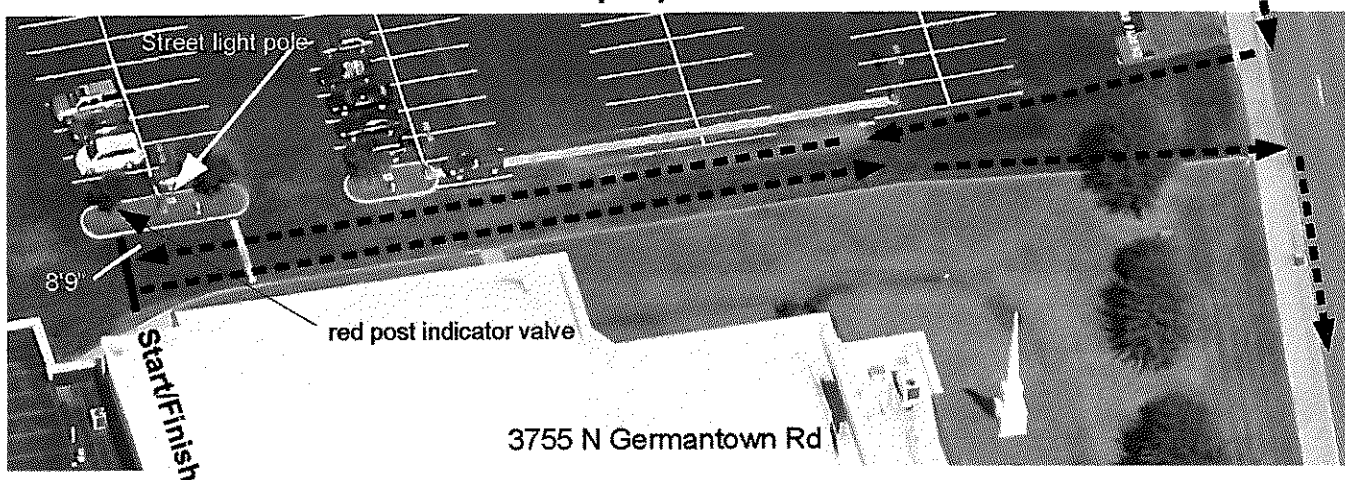
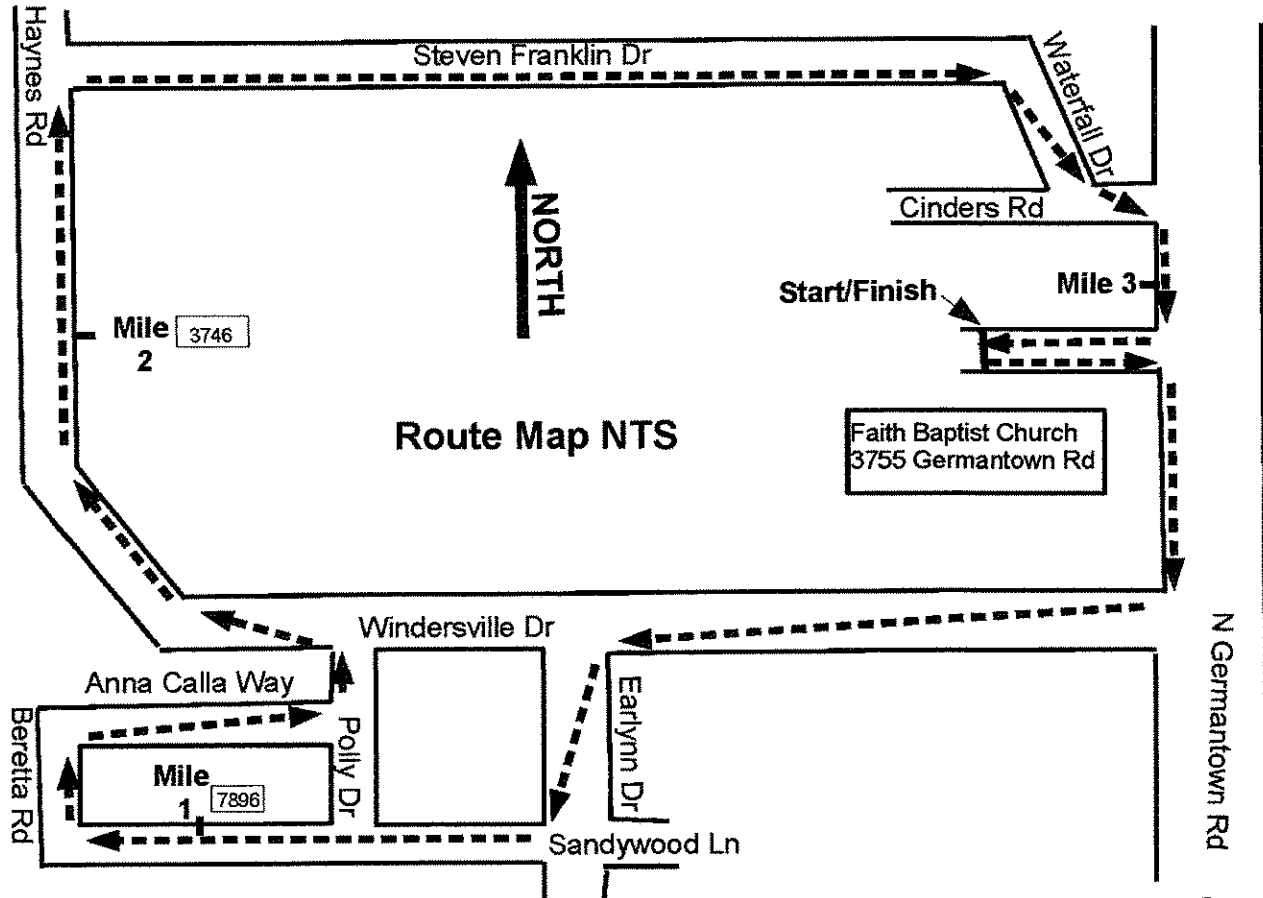
Mile 1—Located in the driveway to 7896 Sandywood Ln, the washer is 17'2" east of a curb inlet on the north side.

Mile 2—Located in front of 3746 Haynes Rd, the washer is 51'9" south of a curb inlet on the east side.

Mile 3—Located on the west side of Germantown Rd, the washer is in line with the north edge of the 3rd curb inlet north of the church driveway.

Notes:

- Measured shortest possible route.
- All measurements are to the nearest edge or face of curb unless otherwise noted.
- Measured 8/28/2014 by Rob Hunter robhunter33@comcast.net 901-246-1565 and Lane Purser



Laura Jenkins

From: Warren Knabb <warrenk@myfaithbaptist.org>
Sent: Wednesday, October 04, 2017 11:42 AM
To: Laura Jenkins
Subject: FW: Faith Baptist 5K

Bless you my sister!

W

From: Jeff Cox [<mailto:jcox@bartlettspolice.org>]
Sent: Wednesday, October 4, 2017 7:12 AM
To: warrenk@myfaithbaptist.org
Subject: Re: Faith Baptist 5K

Got it. Thanks I will send the route to the traffic division so they can be ready. Let me know if you need anything else.

Sent from my Verizon Motorola Smartphone

On Oct 3, 2017 5:12 PM, Warren Knabb <warrenk@myfaithbaptist.org> wrote:

Officer Cox

Here is the route for our Orphan 5-k on November 11 2017

The application is already turned in with code enforcement

Thanks

Warren Knabb
Director of Operations
 Faith Baptist Bartlett
 Office 901-531-6840
 Mobile 901-674-8800



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8.1.a
9/29/2017

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 Corporate Insurance Group LLC PO Box 737 Arlington, TN 38002		CONTACT NAME: Ken Brady PHONE (A/C, No, Ext): 901-867-7171 E-MAIL ADDRESS: ken@calicig.com FAX (A/C, No): 901-867-8998	
INSURED Faith Baptist Church 3755 N Germantown Rd Bartlett TN 38133		INSURER(S) AFFORDING COVERAGE INSURER A: First Non Profit Insurance Co INSURER B: Bridgefield Casualty Insurance Co 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	NPP1008596 01	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ COMP ☒ COLL	Y	NCA1008597 01 Comprehensive and Collision deductibles are \$1,000	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy Dam \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	NMB1008598 01	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	196-33868	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

5K run and walk event November 11, 2017

CERTIFICATE HOLDER

City of Bartlett
Office of Code Enforcement
6382 Stage Rd
Bartlett TN 38134

CANCELLATION

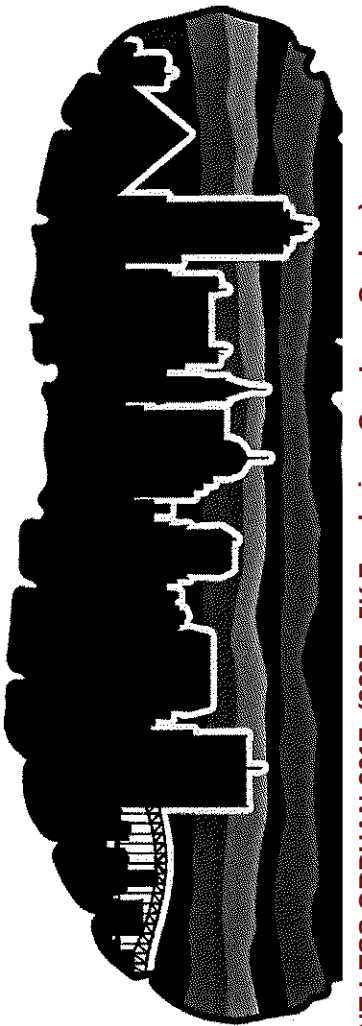
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

General Partner

Ken Brady

© 1988-2015 ACORD CORPORATION. All rights reserved



Attachment: 3755 N GERMANTOWN-5K FUNDRAISER ONE LESS ORPHAN-2017 (2237 : 5K Fundraiser-One Less Orphan)



BAPTIST BARTLETT

1 < ORPHAN 5K

Benefiting Florida Children's Home
#IrmaRelief

November 11, 2017 8:00am

Register at: myfaithbaptist.org

CASH AWARDS

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/24/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Ellendale Baptist Church fall festival.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: W.C. Pleasant, Emily Elliott, David Parsons, Jack Young



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



<u>3861 Broadway</u>		<u>38135</u>
Address		Zip Code
<u>10.31.17</u>		<u>6:00 - 8:00 p.m.</u>
Dates of the Event		Hours of the Event
<u>Fall Festival</u>		
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)		
<u>Ellendale Baptist Church</u>		
Property Owner		
<u>Stuart McCollough</u>	<u>3861 Broadway</u>	
Special Event Permit Applicant	Address of Applicant	
<u>901.386.4676</u>		
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 McCollough 10.17.17
 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-2017 (2242 : Ellendale Baptist Church Fall Festival)

Special Event Checklist

Event: EBC Fall Festival
 Location: Ellendale Baptist Church Shepherds Field
 Dates: 10.31.17

Type of special event: (Check one.)

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

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

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

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

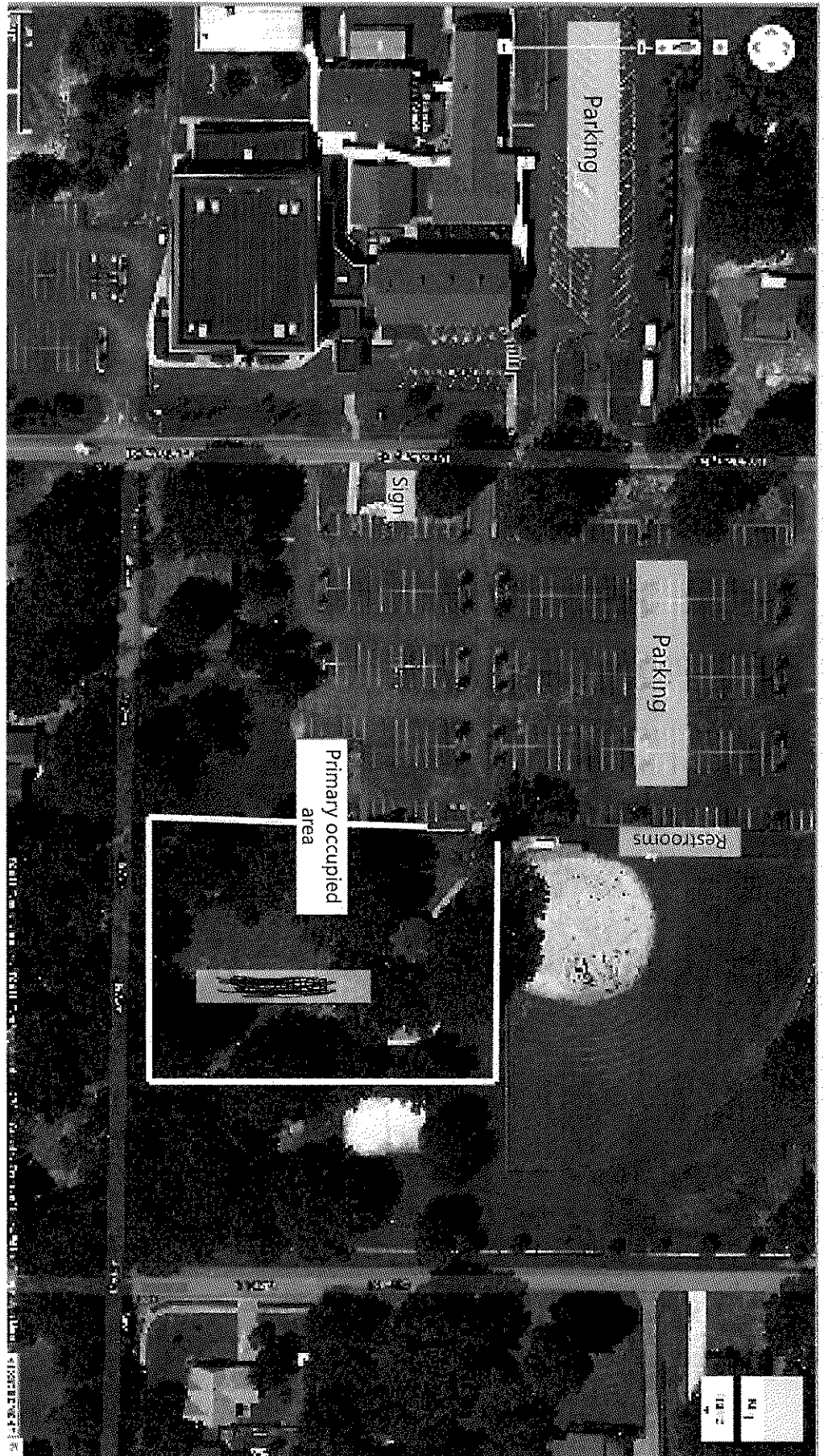
The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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



The "Shepherd's Field" area of Ellendale Baptist Church will be the area primarily occupied at the special event on October 31, 2017. It includes open grassy areas with a pavilion and baseball field.



MinistryFirstSM Commercial Multi-Peril Insurance Coverage Summary

These are your policy's Declarations.
Renewal of 41MLA0454702

ELLEDALE BAPTIST CHURCH, INC.

PO Box 487
Ellendale, TN 38029

Policy Number 41MLA0454702
Brotherhood Mutual Insurance Company
Print Date: March 10, 2017
Policy Period: 4/23/2017 to 4/23/2020

800-422-3384
James Greene & Assoc of Tn Inc 4110-046
275 W. Kiehl
Sherwood, AR 72120-2815

Contact your agent with your customer
service questions, including updating your
policy or reporting a claim.

www.brotherhoodmutual.com/payonline
For your convenience, you can make
premium payments online.

NAMED INSURED	ELLEDALE BAPTIST CHURCH, INC.
POLICY NUMBER	41MLA0454702
POLICY PERIOD	4/23/2017 to 4/23/2020 at 12:01 a.m.

Key Facts About Your Policy

These Declarations replace your previous ones. Your policy's Declarations contain a summary of the coverage contained in the insurance policy.
Your policy contains a full explanation of your coverage.

AGREEMENT: In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the Insurance stated in the policy.

TYPE OF ORGANIZATION:	Church/Day Nursery Institution
FORM OF ORGANIZATION:	Corporation

Policy Overview

COVERAGE DESCRIPTION	DETAILS	COVERAGE DESCRIPTION	DETAILS
Property Coverage	Page 2 - 8	Terrorism Premium	\$660 (See Notice Form BN6025A-D 3.1 for details)
Liability Coverage	Page 9 - 15		
Excess Liability Coverage	Page 16 - 16		

Policy Premium Overview

This premium is subject to adjustment at each anniversary. This premium is subject to adjustment due to premium audit provision.

ANNUAL PREMIUM: \$27,728.00

PAYMENT SCHEDULE: See invoice.

Common Policy Forms

FORM	FORM NAME
BN2B 1.1	Notice to our Policyholder
CL300 1.0	Amendatory Endorsement
BCP100 4.0	Commercial Property Coverage Conditions
BSEB100 4.1	Systems/Equipment Breakdown Coverage
BN11A 1.1	Customer Notice Value-Added Benefits
BN1BTN 1.0	Notice Of Payment-Related Charges
G132 10 06	Notice To Policyholders

FORM	FORM NAME
CL100 1.0	Common Policy Conditions
CP1 1.0	Table of Contents
GL100 1.0	Commercial Liability Coverage
BCL301 1.0	Form Number Reference
CL0118 01 01	Amendatory Endorsement Tennessee
BCL100 1.1	Additional Policy Conditions
BN6025A-D 3.1	Notice Terrorism-Related Loss



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/24/17 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Well pump replacement at Water Treatment Plant #3.

The plant operators noticed a significant decrease in the production of well #2 at the Ardie Road plant. This decrease was confirmed in our productive maintenance annual report. The City received proposals from two contractors to remove and evaluate the pump. National Water Services quote was \$4,800 to pull the pump, evaluate repairs and video the well. Layne's quote was \$4,850 just to pull the pump and evaluate the condition. We awarded the work to National Water Service for \$4,800.

The evaluation revealed the pump needed a rebuild at a cost of \$40,304. (see August 29, 2017 National Water Service proposal) I recommend, due to the importance of getting this well back in service, we award the pump repair and replacement to NVWS for \$40,304. This repair is in line with proposals received for the last two pump replacements of \$34,677 in 2015 and \$51,920 in 2017.

Please award this pump replacement work to National Water Services for \$40,304 with funding to come from Equipment Maintenance, Account 510.51200.262.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: W.C. Pleasant, Emily Elliott, David Parsons, Jack Young



August 29, 2017

Mr. James Brown
City of Bartlett
3585 Alturia Road
Bartlett, TN 38135

cc: Greg Engstrand
Verlin Johnson

Mr. Brown,

On September 11th National Water Services mobilized to your Ardie Road Plant and removed your pumping unit from well #2 for an inspection and report. On September 14th we mobilized our camera to the site and conducted a video inspection of the well.

The following information has been generated from these inspections. We have also included the photos attached as part of this report.

Ardie Road Plant 3, Well 2 Pumping Unit Report:

Your vertical turbine pump and assembly was disassembled, cleaned, inspected and photographed.

Discharge Head - Salvageable the tension assembly at the connection of the discharge head and tube assembly needs to be replaced. We recommend and as included as a value in this quotation to replace the tension nut assembly and to clean and paint the head.

Vertical Hollow Shaft Motor - Salvageable: Mechanically Recondition to include replacing the Top and Bottom bearings, Assemble with New Bearings, Dynamically Balance all Rotating Parts, Paint Complete

Flanged Column Pipe Salvageable (80%) : The existing flanged column pipe is 12-inch by 20-feet. All the column pipe was cleaned and inspected. During removal of the pump we received photos from our field supervisor with damage to the column pipe. Two of the column pipes have damage to the flanges. It appears the bolts were worked loose opening a gap for the water to escape under pressure. Over time the pressurized



water washed the metal away and almost washing out the bolt holes. It is our recommendation as a value has been included within this quotation to perform surface wash at face registers and to add flange gaskets at each face for the purpose of eliminating leakage associated with reusing the existing column as a cost savings to the City of Bartlett.

Oil Tube and Tube Bearings Not Salvageable: Inspection revealed that 20% of the Oil Tube needs to be replaced due to oval threads, furthermore the delamination of the existing coating is predominate thru the entire tube setting. The tube retainers that seat within the 12" column and around the tube have been fabricated to only receive 7 mils of coating together with the outside diameter of the tube. Therefor because of the delimitation if the tube was to be reused it would have to be sand blasted with the coating completely removed and recoated for the allowable retainer diameter. The cost of this work would exceed the cost of new tube. Thus it is our recommendation that the tube be replaced in its entirety and values have been included within this quotation for this material.

Line-shaft Not Salvageable: The line shaft is 1.5-inch by 20 feet made of carbon steel. The inspection revealed shafting that had been installed without an 80% surface contact at its faces. The threads and faces exhibit failure associated with this installation. The surfaces and threads can not be re machined to be reused for their intended purpose. it is our recommendation that the line shaft be replaced in its entirety to include meeting the existing metallurgy, thread count, diameter and length. Values have been included within this quotation for this material.

Pump Bowl Salvageable: The casting of the bowl seems to be in good condition. The bowl will require new impellers, wear rings, bowl shaft, bowl bushings, collets, and oil seals.

Following is a list of materials and repairs needed prior to the re-installation of the system.

Material list includes

- Tension Nut Assembly
- (2) - 12-inch by 20-feet Flanged Column Pipe
- 1/32" Garlock Gaskets
- 2.5-inch by 5-feet Oil Tube
- 2.5-inch TubeShaft Bearings
- 1.5-inch by 20-feet Carbon Steel Line-shaft



- 1.5-inch by 10-feet Carbon Steel Line-shaft
- 12-inch Tube Assembly Retainers with quantities and placement matching existing setting
- 416 SS Custom Bowl Shaft matching existing diameter and thread count
- Wear Rings
- Bowl Bushings
- Bronze Impellers designed and trimmed matching existing flow, TDH and Motor Speed
- SS collets
- 2.5" Oil Tube Adaptor Bearing
- Lot Bolts
- Oil Seals

Material Cost-----\$26,704.00

- Repair and Machine Shop list includes:
- Recondition of 125 hp vt motor
- Epoxy paint 12-inch flanged column
- Clean registers on 12-inch flanged column
- Dial Indicate new line-shaft
- Epoxy paint all oil tube
- Install oil tube/shaft bearings
- Remove old spider bearings and replace with new
- Remove old oil tube/shaft bearings and replace with new
- Machine and thread new bowl shaft
- Machine wear rings
- Replace bowl bushings
- Reassemble and paint pump

Machine Shop Cost-----\$9,400.00

- Installation:
- Mobilize crane, service crew, and vehicles
- Install pumping unit and column assembly
- Install discharge head, motor, and wire complete
- Install existing oiler assembly
- Conduct post installation pump test
- Provide test results to include gpm, drawdown, and specific capacity
- Furnish installation report
- Furnish owners and operators manual, material warranty and National Water Services workmanship warranty



- Provide PM training

Installation and Start-up Cost-----\$4,200.00

Total Repair Cost-----\$40,304.00



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/24/17 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Bill Yearwood

Bid for one side-loader refuse truck.

On September 28, 2017, an ad was placed in *The Daily News* on October 13, 2017, City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

CMI Equipment	\$142,752.00	Tomcat Model 220
Sansom Equipment	\$132,648.00	Peterbuilt/Mamba 220
Worldwide Equipment	\$136,725.00	Tomcat Model 220
Worldwide Equipment	\$129,151.00	Mamba HB 1000 Mini-Packer

We recommend the bid be awarded to Worldwide Equipment for a total price of \$129,151.00.

Funds are available in Account 122.48122.935.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: W.C. Pleasant, Emily Elliott, David Parsons, Jack Young

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 10/24/17 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's report for September 2017.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]**MOVER:** Jack Young, Vice Mayor**SECONDER:** W.C. Pleasant, Alderman**AYES:** W.C. Pleasant, Emily Elliott, David Parsons, Jack Young



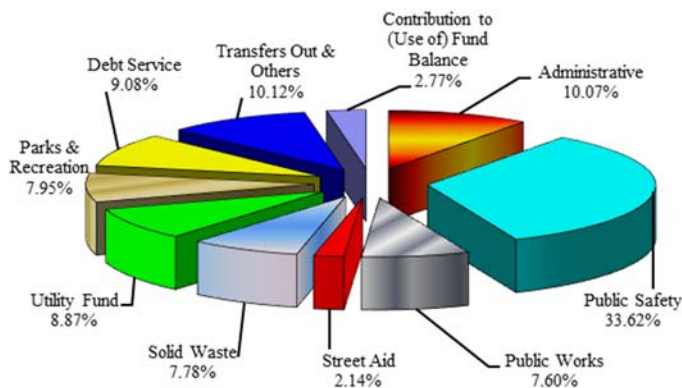
City of Bartlett

FINANCIAL REPORT

September 30, 2017

Total Expenditures, FY 2018 Budget: \$79,809,042

WHERE THE \$ GOES (Does not include School)

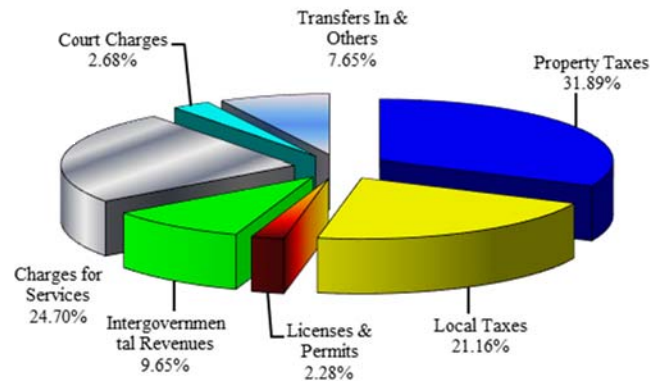


BUDGET HIGHLIGHTS

- June 30, 2017 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2017 year-end.
- Property tax bills will be mailed in November and are due February 28.
- Delinquent 2016 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2018 Budget: \$79,809,042

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



FY 2018 YEAR-TO-DATE For The Period Ending Sep 30, 2017

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,468,105	\$ 1,565,739
Public Safety	26,168,688	6,164,273
Public Works	5,905,999	1,409,210
Parks and Recreation	5,696,967	1,419,295
Performing Arts	601,966	212,229
Transfers & Other Gen. Fund Items	6,874,318	1,737,826
Subtotal	\$ 52,716,043	\$ 12,508,571
General Fund Revenues		
Property Taxes	\$ 25,269,603	\$ 38,190
Local Taxes	13,388,618	1,094,551
Building and Development Fees	1,806,700	364,011
Intergovernmental	6,024,500	381,199
Charges for Services	4,006,884	914,869
Court Charges	1,770,000	505,848
Other Revenue	449,738	85,324
Subtotal	\$ 52,716,043	\$ 3,383,991
Special Rev. Funds-Expenditures	\$ 9,440,509	\$ 1,701,637
Special Rev. Funds-Revenues	\$ 9,440,509	\$ 1,628,835
Utility Expenses	\$ 9,056,090	\$ 2,190,365
Utility Revenues	\$ 9,056,090	\$ 2,222,942
Debt Service Expenditures	\$ 8,596,400	\$ 3,391,639
Debt Service Revenues	\$ 8,596,400	\$ 245,848
Total Expenditures	\$ 79,809,042	\$ 19,792,212
Total Revenues	\$ 79,809,042	\$ 7,481,616

Note: FY 2018 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.

Attachment: Sep17FinRpt (2241 : Treasurer's Report for Sep 2017)



City of Bartlett -- Financial Summary For The Period Ending Sep 30, 2017

8.5.a



	FY 2017 Actual	FY 2018 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2017	Year-to-Date Actual FY 2018	Increase/ Decrease in \$	Percent of FY 2017 Actual	Percent of FY 2018 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,731,107	\$ 7,468,105	\$ 736,998	\$ 1,337,378	\$ 1,565,739	\$ 228,361	19.87%	20.97%	1.10%
Public Safety	24,480,010	26,168,688	1,688,678	5,944,192	6,164,273	220,080	24.28%	23.56%	-0.73%
Public Works	5,712,816	5,905,999	193,183	1,394,574	1,409,210	14,635	24.41%	23.86%	-0.55%
Parks and Recreation	5,249,695	5,612,327	362,632	1,304,512	1,419,295	114,783	24.85%	25.29%	0.44%
Performing Arts	587,864	686,606	98,742	159,680	212,229	52,549	27.16%	30.91%	3.75%
Transfers & Other Gen. Fund Items	4,979,609	6,874,318	1,894,709	2,687,826	1,737,826	(950,000)	53.98%	25.28%	-28.70%
Total General Fund Expenditures	\$ 47,741,101	\$ 52,716,043	\$ 4,974,942	\$ 12,828,163	\$ 12,508,571	\$ (319,592)	26.87%	23.73%	-3.14%
General Fund Revenues									
Property Taxes	\$ 20,243,942	\$ 25,269,603	\$ 5,025,661	\$ 70,380	\$ 38,190	\$ (32,191)	0.35%	0.15%	-0.20%
Local Taxes	13,026,438	13,388,618	362,180	1,117,250	1,094,551	(22,699)	8.58%	8.18%	-0.40%
Building and Development Fees	1,820,952	1,806,700	(14,252)	397,852	364,011	(33,841)	21.85%	20.15%	-1.70%
Intergovernmental	6,012,640	6,024,500	11,860	376,207	381,199	4,993	6.26%	6.33%	0.07%
Charges for Services	4,067,276	4,006,884	(60,392)	853,184	914,869	61,685	20.98%	22.83%	1.86%
Court Charges	1,772,482	1,770,000	(2,482)	344,457	505,848	161,391	19.43%	28.58%	9.15%
Other Revenue	441,337	449,738	8,401	91,668	85,324	(6,345)	20.77%	18.97%	-1.80%
Total General Fund Revenues	\$ 47,385,068	\$ 52,716,043	\$ 5,330,975	\$ 3,250,998	\$ 3,383,991	\$ 132,993	6.86%	6.42%	-0.44%
Special Revenue Funds									
Street Aid Fund	\$ 2,161,362	\$ 1,695,000	\$ (466,362)	\$ 261,739	\$ 246,050	\$ (15,689)	12.11%	14.52%	2.41%
Solid Waste Fund	5,855,458	6,329,310	473,852	1,058,693	1,166,742	108,048	18.08%	18.43%	0.35%
General Improvement Fund	791,552	770,500	(21,052)	355,055	370,428	15,374	44.86%	48.08%	3.22%
Drug Enforcement Fund	172,808	399,000	226,193	34,506	37,341	2,835	19.97%	9.36%	-10.61%
DEA Enforcement Fund	2,909	74,400	(20,465)	0	109	22,298	0.00%	0.15%	0.15%
Drainage Control Fund	94,865	117,299	22,999	28,192	22,298	(26,808)	29.72%	19.01%	-10.71%
Park Improvement Fund	0	55,000	52,091	0	55,000	109	0.00%	100.00%	100.00%
Grant Funds	2,277,325	0	(2,277,325)	(188,972)	(196,331)	(7,359)	-8.30%	0.00%	8.30%
Special Revenue Funds - Expenditures	\$ 11,356,279	\$ 9,440,509	\$ (1,915,770)	\$ 1,549,213	\$ 1,701,637	\$ 152,425	13.64%	18.02%	4.38%
Special Revenue Funds - Revenues	\$ 10,891,668	\$ 9,440,509	\$ (1,451,159)	\$ 1,563,083	\$ 1,628,835	\$ 65,751	14.35%	17.25%	2.90%
Utility Fund									
Total Utility Operations	\$ 8,272,744	\$ 7,699,588	\$ (573,156)	\$ 3,149,359	\$ 1,356,368	\$ (1,792,991)	38.07%	17.62%	-20.45%
Total Utility Debt Expenses	1,567,142	1,356,502	(210,640)	1,095,779	833,997	(261,782)	69.92%	61.48%	-8.44%
Total Utility Expenses	\$ 9,839,886	\$ 9,056,090	\$ (783,796)	\$ 4,245,138	\$ 2,190,365	\$ (2,054,773)	43.14%	24.19%	-18.96%
Total Utility Revenues	\$ 8,690,758	\$ 9,056,090	\$ 365,332	\$ 2,404,066	\$ 2,222,942	\$ (181,124)	27.66%	24.55%	-3.12%
Debt Service Fund									
Total Debt Service Expenditures	\$ 5,465,928	\$ 8,596,400	\$ 3,130,472	\$ 2,984,136	\$ 3,391,639	\$ 407,503	54.60%	39.45%	-15.14%
Total Debt Service Revenues	\$ 5,170,067	\$ 8,596,400	\$ 3,426,333	\$ 255,870	\$ 245,848	\$ (10,022)	4.95%	2.86%	-2.09%
Total Expenditures	\$ 74,403,195	\$ 79,809,042	\$ 5,405,847	\$ 21,606,648	\$ 19,792,212	\$ (1,814,437)	29.04%	24.80%	-4.24%
Total Revenues	\$ 72,137,561	\$ 79,809,042	\$ 7,671,481	\$ 7,474,018	\$ 7,481,616	\$ 7,598	10.36%	9.37%	-0.99%

Attachment: Sep17FinRprt (2241 : Treasurer's Report for Sep 2017)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 10/24/17 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for W.J. Freeman Park Improvements, Phase 2.

On September 14, 2017, an ad was placed in *The Daily News*. On October 5, 2017, the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

Bidder	Total Base Bid	Parking Lot Lighting Bid
ENSCOR, LLC	\$957,151.00	\$110,000.00
Madden Phillips, Inc.	\$1,057,340.00	\$102,429.00
Owens Construction	\$1,137,640.00	\$93,240.00
VuCon, LLC	\$1,193,037.77	102,000.00
Wagner General Construction	\$1,327,000.00	\$91,700.00
Barnes & Brower, Inc.	\$1,378,423.00	\$97,113.00

We recommend the bid be awarded to **ENSCOR, LLC** for a total contract price of \$1,067,151.00, plus a contingency amount of \$150,000, for a total cost of \$1,217,151.00.

Funds are available in Account 311.48311.780.51401.

Thank you for your consideration.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Emily Elliott, Alderman
SECONDER: W.C. Pleasant, Alderman
AYES: W.C. Pleasant, Emily Elliott, David Parsons, Jack Young

BID TABULATION SHEET
FY2018-09-023 - W. J. FREEMAN PARK - PHASE 2
DUE 10/05/2017 AT 2:00 P.M.

COMPANY/BIDDER	ITEM A - BASE BID	ITEM B - MLG&W ALLOWANCE	ITEM C - UNDERCUTTING / SOIL PROCESSING ALLOWANCE	SOIL PROCESSING & UNDERCUTTING WITH LIME (\$/CY)	SOIL PROCESSING & UNDERCUTTING (\$/CY)	SOIL PROCESSING & UNDERCUTTING W/ SOIL CEMENT (\$/CY)	TOTAL BASE BID - ITEMS A, B, AND C
Advance Electric Company	No bid	-	-	-	-	-	-
Barnes & Brower, Inc.	1,328,423.00	\$30,000.00	\$20,000.00	43.00	24.00	75.00	1,378,423.00
Desoto County Electric Inc.	No bid	-	-	-	-	-	-
Enscor	907,151.00	\$30,000.00	\$20,000.00	40.00	7.00	40.00	957,151.00
Ferrell Paving, Inc.	No bid	-	-	-	-	-	-
Madden Phillips, Inc.	1,007,340.00	\$30,000.00	\$20,000.00	12.00	16.00	35.00	1,057,340.00
Owens Construction	1,087,640.00	\$30,000.00	\$20,000.00	25.00	10.00	25.00	1,137,640.00
Precise Contracting	No bid	-	-	-	-	-	-
VuCon, LLC	1,143,036.77	\$30,000.00	\$20,000.00	15.00	20.00	15.00	1,193,036.77
Wagner General Contr.	1,277,000.00	\$30,000.00	\$20,000.00	38.00	22.00	36.00	1,327,000.00

BID TABULATION SHEET
FY2018-09-023 - W. J. FREEMAN PARK - PHASE 2
DUE 10/05/2017 AT 2:00 P.M.

COMPANY/BIDDER	ALT. BID 1 - PARKING LOT LIGHTING	ALT. BID 2 - TREE INSTALLATION & PARKING LOT IRRIG.	ALT. BID 3 - SODDING MULTIPURPOSE FIELDS	ALT. BID 4 - TRASH RECEPTACLES	ALT. BID 5 - BARRIER NETTING	BID BOND (CHECK IF PROVIDED)	ACKNOWLEDGE ADDENDUM #1	ACKNOWLEDGE ADDENDUM #2	ACKNOWLEDGE ADDENDUM #3
Advance Electric Company	No bid	-	-	-	-	-	-		
Barnes & Brower, Inc.	97,113.00	\$24,917.00	\$79,976.00	4,630.00	17,487.00	√	√	√	√
Desoto County Electric Inc.	No bid	-	-	-	-	-	-	-	-
Enscor	110,000.00	\$23,000.00	\$55,902.00	4,800.00	14,000.00	√	√	√	√
Ferrell Paving, Inc.	No bid	-	-	-	-	-	-	-	-
Madden Phillips, Inc.	102,429.00	\$24,930.00	\$81,130.00	4,790.00	16,650.00	√	√	√	√
Owens Construction	93,240.00	\$22,340.00	\$49,680.00	3,650.00	8,650.00	√	√	√	√
Precise Contracting	No bid	-	-	-	-	-	-	-	-
VuCon, LLC	102,000.00	\$25,000.00	\$81,000.00	6,000.00	12,000.00	√	√	√	√
Wagner General Contr.	91,700.00	\$27,000.00	\$82,800.00	6,500.00	12,000.00	√	√	√	√

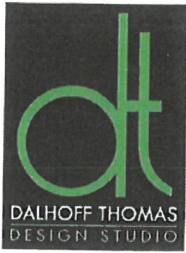
Dalhoff Thomas Thomas design/studio has reviewed the bids received on October 5, 2017 and find this tabulation of bids to be true and accurate.

Dean Thomas

Date

Dalhoff Thomas design/studio

Attachment: FY2018-09-023 W.J. FREEMAN PARK PHASE 2 bid response sheet (2239 : FY2018-09-023 W.



6465 North Quail Hollow Road | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Blvd | Suite A
Oxford, Mississippi 38655
662.550.4454

dt-designstudio.com
info@dt-designstudio.com

October 11, 2017

Mrs. Shan Criswell
5868 Stage Road
Bartlett, TN 38134

**RE: W. J. FREEMAN PARK – PHASE 2
LPRF GRANT FUND IMPROVEMENTS**

Dear Mrs. Criswell:

Dalhoff Thomas design/studio has reviewed the bids received on October 5, 2017 for the improvements to W.J. Freeman Park. We received six bids with a low bid of \$957,151.00 from Ensco, LLC. We recommend that the city accept the base bid from Ensco, LLC in the amount of \$957,151.00 which includes the two allowances. We also recommend that the city accept the add alternate for the parking lot lighting in the amount of \$110,000.00. The total contract award would be \$1,067,151.00.

If you have any questions, please let me know.

Sincerely,
DALHOFF THOMAS Design

Dean Thomas, PLA, CLARB
Principal

BID TABULATION SHEET

FY2018-09-023 - W. J. FREEMAN PARK - PHASE 2

DUE 10/05/2017 AT 2:00 P.M.

COMPANY/BIDDER	ITEM A - BASE BID	ITEM B - ML&W ALLOWANCE	ITEM C - UNDERCUTTING / SOIL PROCESSING ALLOWANCE	SOIL PROCESSING & UNDERCUTTING WITH LIME (\$/CY)	SOIL PROCESSING & UNDERCUTTING (\$/CY)	SOIL PROCESSING & UNDERCUTTING W/ SOIL CEMENT (\$/CY)	TOTAL BASE BID - ITEMS A, B, AND C
Advance Electric Company	No bid	-	-	-	-	-	-
Barnes & Brower, Inc.	1,328,423.00	\$30,000.00	\$20,000.00	43.00	24.00	75.00	1,378,423.00
Desoto County Electric Inc.	No bid	-	-	-	-	-	-
Ensco	907,151.00	\$30,000.00	\$20,000.00	40.00	7.00	40.00	957,151.00
Ferrell Paving, Inc.	No bid	-	-	-	-	-	-
Madden Phillips, Inc.	1,007,340.00	\$30,000.00	\$20,000.00	12.00	16.00	35.00	1,057,340.00
Owens Construction	1,087,640.00	\$30,000.00	\$20,000.00	25.00	10.00	25.00	1,137,640.00
Precise Contracting	No bid	-	-	-	-	-	-
VuCon, LLC	1,143,036.77	\$30,000.00	\$20,000.00	15.00	20.00	15.00	1,193,036.77
Wagner General Contr.	1,277,000.00	\$30,000.00	\$20,000.00	38.00	22.00	36.00	1,327,000.00

BID TABULATION SHEET

FY2018-09-023 - W. J. FREEMAN PARK - PHASE 2

DUE 10/05/2017 AT 2:00 P.M.

COMPANY/BIDDER	AL.T. BID 1 - PARKING LOT LIGHTING	AL.T. BID 2 - TREE INSTALLATION & PARKING LOT IRRIG.	AL.T. BID 3 - SODDING MULTIPURPOSE FIELDS	AL.T. BID 4 - TRASH RECEPTACLES	AL.T. BID 5 - BARRIER NETTING	BID BOND (CHECK IF PROVIDED)	ACKNOWLEDGE ADDENDUM #1	ACKNOWLEDGE ADDENDUM #2	ACKNOWLEDGE ADDENDUM #3
Advance Electric Company	No bid	-	-	-	-	-	-		
Barnes & Brower, Inc.	97,113.00	\$24,917.00	\$79,976.00	4,630.00	17,487.00	✓	✓	✓	✓
Desoto County Electric Inc.	No bid	-	-	-	-	-	-	-	-
Enscor	110,000.00	\$23,000.00	\$55,902.00	4,800.00	14,000.00	✓	✓	✓	✓
Ferrell Paving, Inc.	No bid	-	-	-	-	-	-	-	-
Madden Phillips, Inc.	102,429.00	\$24,930.00	\$81,130.00	4,790.00	16,650.00	✓	✓	✓	✓
Owens Construction	93,240.00	\$22,340.00	\$49,680.00	3,650.00	8,650.00	✓	✓	✓	✓
Precise Contracting	No bid	-	-	-	-	-	-	-	-
VuCon, LLC	102,000.00	\$25,000.00	\$81,000.00	6,000.00	12,000.00	✓	✓	✓	✓
Wagner General Contr.	91,700.00	\$27,000.00	\$82,800.00	6,500.00	12,000.00	✓	✓	✓	✓

Dalhoff Thomas design/studio has reviewed the bids received on October 5, 2017 and find this tabulation of bids to be true and accurate.

Dean Thomas

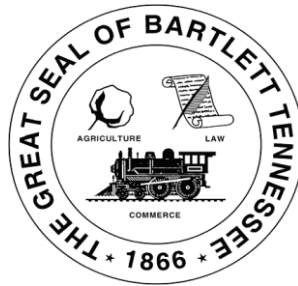
Dalhoff Thomas design/studio

Date

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

SB # FY2018-09-023

DUE: October 5, 2017, no later than 2:00 p.m. (CST)

W. J. FREEMAN PARK – PHASE II

PARKS AND RECREATION

Issued September 25, 2017

ADDENDUM # 1

The following clarifications and changes shall be made a part of the Contract Documents. This Addendum consists of two (2) pages and five (5) attachments. All other specifications will remain the same.



Addendum No. 1
W.J. Freeman Park – Phase II
Date: 9/24/17

Please note the following clarifications to the Contract Documents:

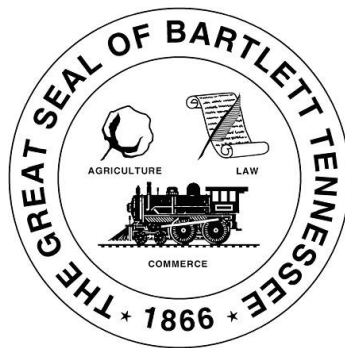
1. Phase 1 erosion control fencing along the drainage ditch and along Harrington Creek – south, east, and northern portions of the site – will be left up. Phase 2 contractors can use this erosion control fencing, but it is their responsibility to make sure it is installed properly and repair any portions that do not meet requirements.
2. Grading for Phase 1 used the cricket field area as a borrow pit. Please see revised plans for location and grading of borrow pit (SS1.1, T1.1, C1.5, C2.1, C2.2).
3. A topsoil stockpile from Phase 1 is located on site. This stockpile can be used during Phase 2 grading. The stockpile contains approximately 3285 cy. Please see revised plans for location and grading of stockpile (SS1.1, T1.1, C1.5, C2.1, C2.2).

End of Addendum No.1

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

SB # FY2018-09-023

DUE: October 5, 2017, no later than 2:00 p.m. (CST)

W. J. FREEMAN PARK – PHASE II

PARKS AND RECREATION

The City of Bartlett Parks and Recreation is seeking bids to construct athletic fields and parking lot, which includes erosion control, clearing & grubbing, grading & excavation, parking lot, athletic fields, site drainage, water, sewer, parking lot lighting, hydro-seeding, sprigging, sodding, and irrigation in accordance to the following bid specifications.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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Public Acts 109 Form	PA-1
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Contract Monitoring	CM-1
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Drug and Alcohol Affidavit	DAA-1
Special Conditions	SC-1
Bid Submittal Form	BSF-1
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Contract Agreement	CA-1 to CA-3

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

GENERAL SPECIFICATIONS

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260100 Electrical General Provision	260100-1 to 260100-9
260500 Basic Materials & Methods	260500-1 to 260500-5
260510 Electrical Observation	260510-1 to 260510-2
260548 Seismic Restraint System	260548-1 to 260548-2
262400 Service & Distribution	262400-1 to 262400-4
265100 Lighting & Lighting Control	265100-1 to 265100-2
310000 Earthwork	310000-1 to 310000-13
311100 Clearing & Grubbing	311100-1 to 311100-3
312300 Excavation & Filling	312300-1 to 312300-6
313213 Soil Cement Base Course	313213-1 to 313213-5
313227 Filter Fabric	313227-1 to 313227-3
321123 Aggregate Base Course	321123-1 to 321123-2
321216 Asphaltic Pavement	321216-1 to 321216-5
321373 Concrete Paving Joint Sealants.....	321373-1 to 321373-5
321614 Concrete Formwork	321614-1 to 321614-3
321615 Concrete Reinforcement	321615-1 to 321615-3
321616 Cast-in-place Concrete	321616-1 to 321616-10
321723 Pavement Markings	321723-1 to 321723-2
328000 Irrigation	328000-1 to 328000-8
329213 Hydro-Seeding	329213-1 to 329213-2
329223 Seeding & Sodding	329223-1 to 329223-7
329300 Plants	329300-1 to 329300-11

ATTACHMENTS

Attachment A – Geotechnical Soil Report	TC-1 to TC-36
Attachment B – NOC	TC-37 to TC-40
Attachment C – Water Permit ARP Bank Stabilization.....	TC-41 to TC-45
Attachment D – City of Memphis – Street/Utility Cut Permit.....	TC-46 to TC-52

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **October 5, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled **“FY2018-09-023 W.J. FREEMAN PARK – PHASE II”** and addressed to:

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

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. **Information, construction plans and bid book are posted on the City’s website at www.cityofbartlett.org** Note: The Bid Document Received Form must be emailed to the City of Bartlett Purchasing Department prior to submission of bid.

For general information, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

Bidders must direct all inquiries concerning construction plans and bid book in writing to Sam Henry, Dalhoff Thomas Design, 6465 North Quail Hollow, Suite 401, Memphis, TN 38120 at sam@dt-designstudio.com or 901-646-5073.

Please quote prices on attached sheet

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

NB-1

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of erosion control, clearing & grubbing, grading & excavation, parking lot, athletic fields, site drainage, water, sewer, parking lot lighting, hydro-seeding, sprigging, sodding, and irrigation.

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 ways 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 **(5) alternative bids** for this project.

- a. Lighting plans as shown on Sheets E1.1 and E1.2 shall be included Add Alternate-1.
- b. Tree installation as shown on Sheet L1.1 shall be included as Add Alternate-2.
- c. Sodding (2) multipurpose fields in lieu of sprigging shall be included as Add Alternate-3.
- d. Purchasing and installing (8) trash receptacles as shown on Sheet D1.3 shall be include as Add Alternate-4.
- e. Installing (2) net barriers as shown on Sheet D1.3 shall be included as Add Alternate-5.

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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

- 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:

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

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

License: Name of Project – **FY2018-09-023 W.J. Freeman Park, Phase II**
 Date of Bid Opening – **October 5, 2017**
 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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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 5, 2017** will be securely kept sealed. The Purchasing Agent, 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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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.

GC-1

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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 The 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, if applicable. 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.

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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. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

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. Work shall be coordinated with the City of Bartlett's Engineering Department and Parks Department.

E. CONSTRUCTION ENGINEERING / COORDINATION

The contractor shall be responsible for construction staking, and surveying in **accordance with the plans.**

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. **Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.**

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 is said Circular 570.

GC-3

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

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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 \$500.00 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.

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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.

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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

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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.

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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 for 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)

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- 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.

P. FIELD PLANS AND SPECIFICATIONS

P.1 The City of Bartlett will provide the successful bidder with up to (3) three sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

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PUBLIC ACTS 109

“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.

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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 vender 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 in to. 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 is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

DCF-1

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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

DCF-2

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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.

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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 parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, 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 refrain 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____.

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CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male ____ Female ____

Race: Caucasian ____

African American ____

Hispanic ____

Other (please specify) _____.

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

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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? _____

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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

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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**

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

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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_____.

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SPECIAL CONDITIONS

The work will be coordinated with the City's Park and Recreation and Engineering Departments.

- All work done must be in accordance with the plans and specifications.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Bartlett Code Enforcement prior to the start of project.
- Contractor and sub-contractor supervisors must have Title VI training and maintain records to such training.
- The Freeman Park is a very busy park and the Contractor shall install the necessary barricades and /or barrels and signs to warn people to stay out of the construction site and the site must be kept neat and clean and free of any hazardous items.
- City of Memphis sewer work

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BID SUBMITTAL FORM

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

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

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
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 to BPS-4
10. 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

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

BID PRICING SHEET

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

Bidder agrees to construct all site improvements to W.J. Freeman Park, Phase II, Bartlett, Tennessee as described in the specifications and shown on the plans, to include but not limited to:

ITEM A – BASE BID

Mobilization, erosion control, clearing & grubbing, grading & excavation, parking lot, athletic fields, site drainage, water, sewer, hydro-seeding, sprigging, sodding, and irrigation for the following price:

TOTAL FOR ITEM A

_____ (\$ _____)

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

ITEM B – MLGW ALLOWANCE

Bidder agrees to include allowance for MLGW electrical work, including Electric Service (poles, transformer, conductor, etc.) and Metering (CT/PT metering and hardware):

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY & UNITS</u>	<u>PRICE</u>
1	Electrical service	ALLOWANCE	\$ <u>30,000.00</u>
TOTAL FOR ITEM B			\$ <u>30,000.00</u>

ITEM C – UNDERCUTTING/SOIL PROCESSING

- Bidder agrees to undercut or process soil with a high moisture content, using lime, as discussed in the Geotechnical Report: At a rate of _____ per cubic yard.
- Bidder agrees to undercut or process soil with a high moisture content, a rate of _____ per cubic yard.
- Bidder agrees to undercut or process soil with a high moisture content, using 10% soil cement, at a rate of _____ per cubic yard.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY & UNITS</u>	<u>PRICE</u>
1	Soil processing/undercutting	ALLOWANCE	\$ <u>20,000.00</u>
TOTAL FOR ITEM C			\$ <u>20,000.00</u>

W.J. FREEMAN PARK – PHASE II
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Bid Pricing Sheet, Page 2

TOTAL BASE BID (ITEMS A, B, C)

Bidder agrees to construct all improvements to W.J. Freeman Park, Phase I, Bartlett, Tennessee as noted above for total lump sum price of:

_____ \$ _____
 (Words) (Figure)

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

ADD ALTERNATE ONE – PARKING LOT LIGHTING

Bidder agrees to install site lighting as described in the specifications and shown on the plans (Sheet E1.1, Sheet E1.2) for the following price:

For the Lump Sum of _____
 _____ (\$ _____)

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

ADD ALTERNATE TWO – TREE INSTALLATION & PARKING LOT IRRIGATION

Bidder agrees to construct site improvements as described in the specifications and shown on the plans to install trees as shown on Sheet L1.1, and irrigation for the parking lot as shown on Sheet IR1.2, for the following price:

For the Lump Sum of _____
 _____ (\$ _____)

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

ADD ALTERNATE THREE – SODDING MULTIPURPOSE FIELDS

Bidder agrees to construct site improvements as described in the specifications and shown on the plans to install TifTuf sod on (2) multipurpose fields in lieu of sprigging, as shown on Sheet L1.1, for the following price:

For the Lump Sum of _____
 _____ (\$ _____)

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

W.J. FREEMAN PARK – PHASE II
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Bid Pricing Sheet, Page 3

ADD ALTERNATE FOUR – TRASH RECEPTACLES

Bidder agrees to construct site improvements as described in the specifications and shown on the plans to install (8) trash receptacles, as shown on Sheet D1.3, for the following price:

For the Lump Sum of _____

_____ (\$ _____)

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

ADD ALTERNATE FIVE – BARRIER NETTING

Bidder agrees to construct site improvements as described in the specifications and shown on the plans to install (2) net barriers, as shown on Sheet D1.3, for the following price:

For the Lump Sum of _____

_____ (\$ _____)

UNIT PRICES

The Bidder proposes the following unit prices, in accordance with the General Conditions and the Section 01021, "Unit Prices, Allowances and Adjustment Prices" of this specification.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE
1	Sprigging (TifTuf Bermuda)	AC	_____
2	Sod (TifTuf Bermuda)	SY	_____

The Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding, including but not limited to unbalanced bids.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the schedule closing time for receiving Bids, except upon risk of forfeiture of Bid Bond.

Upon receipt of written notice of the acceptance of this Bid, the Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by the Contract Documents.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
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Bid Pricing Sheet, Page 4

The Bid security in the sum of 5% _____ (\$ _____)
 is to become the property of the Owner in the event the Contract and Bond are not executed within the time
 set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

I certify the above prices include all labor, materials, profit and overhead required to complete the work
 as stated by the Contract Documents for this project.

Respectfully submitted:

 Contractor/Corporation Name

 Phone

 Authorized Representative Signature

 Date

 Print Name

 E-mail Address

 SEAL (if bid is by Corporation)

 TN License No.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

NOTICE OF AWARD

To:

PROJECT Description: **FY2018-09-023 W.J. FREEMAN PARK – PHASE II**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2017 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 the Notice to you.

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 ____ day of _____, 2017.

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: _____

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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 _____, 20____ a copy of
 which is hereto attached and made a part hereof for the construction of:

FY2018-09-023 W.J. FREEMAN PARK – PHASE II

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.

PPB-1

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
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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: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
Sealed Bid #: FY2018-09-023
Due Date: October 5, 2017

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: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

NOTICE TO PROCEED

TO:

PROJECT: FY2018-09-023 W.J. FREEMAN PARK – PHASE II

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2017, on or before _____, 2017 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 _____, 2017.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20_____.

By: _____

Print Name: _____

Title: _____

NP-1

Attachment: FY2018-09-023 W J FREEMAN PARK PHASE II bid book (2).pdf (2239 : FY2018-09-023 W. J. Freeman Park - Phase 2)

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017 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. The CONTRACTOR will commence and complete the construction of FY2018-08-023 W.J. Freeman Park – Phase II
2. The 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. The 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

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

- (M) SPECIFICATIONS prepared or issued by Dalhoff Thomas Design Studio and dated September 13, 2017.
- (N) DRAWINGS prepared by Dalhoff Thomas Design Studio, numbered SS1.1 through D1.3, and dated September 13, 2017.

(O) ADDENDA:

NO. _____, Dated _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

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.
11. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
12. 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.

W.J. FREEMAN PARK – PHASE II
 Sealed Bid #: FY2018-09-023
 Due Date: October 5, 2017

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: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)
 ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____