



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 13, 2020 - CONFERENCE CALL - 6:00 PM

Due to the COVID-19 Global Pandemic, the City of Bartlett's Board of Mayor and Aldermen meetings will be held electronically during the month of October and follow T.C.A. 8-44-102; Governor Bill Lee's Executive Order No. 60, extending Order No. 16 regarding the Tennessee

Open Meetings Act, and will be broadcast live on the City's Facebook page. To submit a comment to be read at the meeting, please email Penny Medlock at pmedlock@cityofbartlett.org and provide your name and address by Monday, 5 p.m. prior to the Tuesday meetings. Minutes and recordings will be posted within two days of the Board of Mayor and Aldermen meeting.

INVOCATION

Opening Prayer by Alderman David Parsons

FUTURE MEETINGS

Board of Zoning Appeals, October 15 at 6:30 p.m.

Bartlett Arts Council, October 20 at 6 p.m.

BPACC Advisory Board, October 20 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 22, 2020 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

I Minimum bond subdivision contract modification for Willow Ridge. (John Horne, Assistant Director of Engineering)

The developer, Blue Sky Communities, Inc., previously received Board of Mayor and Alderman approval on January 28, 2020 for the subdivision contract for Willow Ridge. On July 28, 2020, the Board of Mayor and Alderman gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer has delivered written request for the subdivision contract to be modified for the minimum bond meeting all requirements. The one hundred percent original bond contract was set at \$1,252,226.25. City fees of \$310,622.36 have been deposited. The minimum bond would

be set at \$487,273.75.

2 Emergency filter repairs for Water Treatment Plant on Germantown Road. (John Horne, Assistant Director of Engineering)

Recommend accepting the lower bid from Ronald Franks Construction of \$199,752.63 plus a contingency amount of \$20,000 for a total of \$219,752.63.

Funds are available in Accounts 312.48312.780.81119.

3 Memphis Light, Gas and Water services for general power, phase three, for the new Fleet Services Building. (Mike Adams, Director of Public Works)

MLGW to perform phase three electrical service for the new Fleet Services Building in the amount of \$83,217.09. Funds are available in Account 311.48311.780.310.

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

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

NEW BUSINESS

1 Resolution 29-20, a resolution to donate surplus personal property to the Town of Mason, Tennessee. (Dick Phebus, Director of Finance)

2 Resolution 30-20, a resolution to accept an audio/visual equipment grant from the U.S. Department of Justice FY20 Programs in the amount of \$12,152 and to amend the Fiscal Year 2021 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)

3 Resolution 31-20, a resolution to amend the Fiscal Year 2021 Grant Fund Budget to provide for appropriation of CDBG funds and Parks Improvement Fund transfers for Ellendale Restroom Renovation Project. (Dick Phebus, Director of Finance)

4 First Reading of Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer). The public hearing to be set for November 10, 2020.

- 5 First Reading of Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee. (Mark Brown, Chief Administrative Officer). The public hearing to be set for November 10, 2020.**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 22, 2020 - CONFERENCE CALL - 6:00 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 Alderman Paula Sedgwick

FUTURE MEETINGS

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

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

Beer Board, October 6 at 6 p.m.

Bartlett Station Commission, October 7 at 7:30 a.m.

Parks and Recreation Advisory Board, October 8 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the September 8, 2020 Board of Mayor and Aldermen Regular Meeting

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

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.

Minutes Acceptance: Minutes of Sep 22, 2020 6:00 PM (MINUTES ACCEPTANCE)

- I. Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road.

The petitioner for this rezoning requested this item be tabled until the November 10, 2020 Board of Mayor and Aldermen meeting. Mayor McDonald stated that the owner of the property and Zaxby's were unaware of their concerns and wished for an opportunity to meet with the citizens. Those present to speak would be allowed to voice their concerns during Open Discussion; however the Public Hearing is postponed until November 10.

RESULT:	MEETING CANCELLED
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UNFINISHED BUSINESS

- I **Third Reading of Ordinance 20-05, an ordinance to rezone from O-C to C-L property located at 6165 Stage Road. (Kim Taylor, Director of Planning and Economic Development)**

The petitioner for this rezoning requested this vote be tabled until the November 10, 2020 meeting.

RESULT:	TABLED
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Next: 11/10/2020 7:00 PM

CONSENT AGENDA

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

- I **Contract for Fletcher Creek sewer system analysis. (John Horne, Assistant Director of Engineering)**
Recommend accepting the design contract proposal from Barge Design Solutions, Inc. in the amount of \$49,840.00. Funds are available in Account 312.48312.772.805.
- 2 **Purchase 17 in-car tablets. (Jeff Cox, Police Chief)**
Request to purchase 17 Panasonic Toughbook in-car tablets at a cost of \$2,075.97 each, including 3-year coverage protection plan, at a total cost of \$35,291.83 from CDW-G. This purchase will be made from the National Intergovernmental Purchasing Alliance contract. Funds are available in Account 131.42100.363.02620.

NEW BUSINESS

- I **Virtual Board of Mayor and Aldermen Meetings during the month of October. (Mark Brown, Chief Administrative Officer)**

Chief Administrative Officer, Mark Brown, explained that Governor Lee's Executive Order No. 60 requires the Board of Mayor and Aldermen to vote on virtual meetings for the month of October.

Alderman Elliott asked if selecting a venue larger than the Council Chambers had been considered.

Mayor McDonald stated that other venues had been considered; however, the City does not have the equipment to record and broadcast from those venues and it would require additional funding and purchasing of new equipment.

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

2 Permit Virtual Boards and Commission Meetings during the month of October. (Mark Brown, Chief Administrative Officer)

Mr. Brown stated that some of the smaller Boards and Commissions could meet in-person practicing social distancing and wearing masks, but this would allow the larger groups to meet virtually during the month of October.

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

3 Resolution 28-20, a resolution accepting the “Safety Partners” matching grant from Public Entity Partners and amending the FY2021 General Fund. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

The Public Hearing for Ordinance 20-05 was postponed until November 10, 2020. The attendees present wished to voice their opposition to the rezoning of 6165 Stage Road. The following citizens expressed their concerns of light, noise and trash pollution; impediment of emergency vehicles, an increase in vehicular traffic and parking issues, and trees being felled. Suggestions were made regarding a wall and sound barrier.

Pam Crawford, 6022 Camelia Lane
 Diane Barlow, 6113 Camelia Lane
 Steve Robbins, 6104 Camelia Lane
 Peggy Taylor, 2765 Surrey Park Drive
 Raymond Powell, 6112 Camelia Lane

Alderman Simmons asked why Elmore Park Road is barricaded. Director of Engineering, Rick McClanahan, explained that a culvert was being installed between Acorn and Hawthorne and it would take approximately one month to complete.

ADJOURNMENT

Meeting adjourned at 6:30 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Sep 22, 2020 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/13/20 06:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Minimum bond subdivision contract modification for Willow Ridge.

**RESIDENTIAL SUBDIVISION CONTRACT
WILLOW RIDGE MODIFIED FOR MINIMUM BOND**

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
entitled: WILLOW RIDGE dated February 5, 2018, made by the
DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

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

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

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

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

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

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

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other degradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

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

V

WATER SERVICE EXPANSION FEE

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

VI

SEWER SERVICE

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

VII

SEWER CONNECTION CHARGE

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or

sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

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

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

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

drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

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

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

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

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage

improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

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

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

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

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

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

XVII
PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
WILLOW RIDGE

I. Due at Execution of Subdivision Contract and before Construction Begins:	
1. Water Plant Expansion 15% of Water Main Cost (Water Main Cost = \$218,407.50)	PREVIOUSLY PAID
2. a. Water System Engineering & Subdivision Review (6% of Water Main Cost =	PREVIOUSLY PAID
b. Subdivision & site plan review fee @ \$175 per lot. (44 Lots)	PREVIOUSLY PAID
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25.00 per contract \$10.00 implies \$10.00 X 44 Lots = \$440.00 \$25.00 implies = \$256.60	PREVIOUSLY PAID
4. City Subdivision Inspection: A: 3% of Development Cost \$37,566.79 or B: \$300.00 per Lot \$13,200.00 Whichever is greater Development Cost = \$1,252,226.25	PREVIOUSLY PAID
5. Water Connection Fee @ \$2,000 per lot (44 Lots)	PREVIOUSLY PAID
6. Sewer Connection Fee @ \$2,000 per lot (44 Lots) DRAINAGE BASIN: Loosahatchie	PREVIOUSLY PAID
7. Drainage control fee for those lots not served by a Detention Basin @ \$500 per Lot (5 Lots x \$500 per Lot = \$2,500.00)	PREVIOUSLY PAID
8. Drainage control fee for lots served by a Detention Basin @ \$250 per Lot 39 Lots = \$9,750.00	PREVIOUSLY PAID
9. City portion of Water Improvements	<u>\$0.00</u>
PARK LAND DISTRICT: 3	
10. Park Land Development Fee @ \$700 per Lot (44 Lots)	PREVIOUSLY PAID
** TOTAL DUE CITY - Make check in this amount.	PREVIOUSLY PAID

Attachment: Willow Ridge Contract REV 2020-8-31 (2848 : Subdivision Contract for Willow Ridge Modified for Minimum Bond)

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

1. Asphalt Paving Cost (Estimated Construction Cost) \$143,321.75

2. Street Light (Estimated at \$650 per lot) \$28,600.00
Plus Old Brownsville Road \$10,000.00

TOTAL DUE II **\$181,921.75**

- III. Upon Execution of Subdivision Contract and
Before Construction Begins
MINIMUM BOND AMOUNT

\$487,273.75*

*As per SPECIAL CONDITIONS

Attachment: Willow Ridge Contract REV 2020-8-31 (2848 : Subdivision Contract for Willow Ridge Modified for Minimum Bond)

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

 CITY OF BARTLETT

 BLUE SKY COMMUNITIES, INC

 TYPED OR PRINTED SIGNATURE

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Willow Ridge Contract REV 2020-8-31 (2848 : Subdivision Contract for Willow Ridge Modified for Minimum Bond)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

REVIEWED**AGENDA ITEM**

Meeting: 10/13/20 06:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Emergency filter repairs for Water Treatment Plant on Germantown Road.

Water Treatment Plant #4, located at 3183 North Germantown Road, has four filters which are necessary for water production. Three of these filters need repair.

Emergency quotes were requested and two were received:

Legacy Construction General Contractors Inc. at \$436,924.00.

Ronald Franks Construction Company, LLC at \$199,752.63.

Recommend accepting the lower bid from Ronald Franks Construction in the amount of \$199,752.63, plus a contingency of \$20,000.00, for a total cost of \$219,752.63.

Funds are available in Accounts 312.48312.780.81119.

Ronald Franks Construction, LLC has successfully performed this type of work at this Water Treatment Plant before.

BID TABULATION

Place City of Bartlett TNDate 10-5-2020Project No. 20346

Proposal of Ronald Franks Construction Co. LLC (hereinafter called "Bidder")¹ a corporation, organized and existing under the laws of the State of Tennessee, partnership, or an individual doing business as Ronald Franks Construction Co. LLC.

To **City of Bartlett TN** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **City of Bartlett TN – Water Treatment Plant Filter Nos. 1, 2, & 4 Repair**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **90** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **\$200** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

¹ Insert corporation, partnership or individual as applicable.

A. FILTER NO. 1 - CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT

Item No.	Description of Item	Quantity	Unit	Unit Price	Total
1	PIPE PENETRATION REPAIRS	4	Each	\$ <u>333.25</u>	\$ <u>1333.⁰⁰</u>
2	PATCH REPAIRS	2	SF	\$ <u>416.50</u>	\$ <u>833.⁰⁰</u>
3	CRACK REPAIRS	22	LF	\$ <u>82.14</u>	\$ <u>1807</u>
4	REMOVAL OF EXISTING FILTER MEDIA	1	LS	\$ <u>4761</u>	\$ <u>4761</u>
5	REMOVAL OF EXISTING CLAY UNDERDRAINS	1	LS	\$ <u>5356</u>	\$ <u>5356</u>
6	APPLY COATING TO FILTER SURFACE	840	SF	\$ <u>4.76</u>	\$ <u>3999.⁰⁰</u>
7	INSTALL NEW PVC UNDERDRAINS (INCLUDES GROUT, ANCHORAGE, FLUME BLOCKS, STANDARD BLOCKS, ETC.) COMPLETE AND IN PLACE	180	SF	\$ <u>185.68</u>	\$ <u>33422.⁰⁰</u>
8	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	EA	\$ <u>14878.⁰⁰</u>	\$ <u>14878.⁰⁰</u>

TOTAL BID = \$ 66,389.⁰⁰TOTAL BID AMOUNT IN WORDS: Sixty Six thousand three Hundred and eighty Nine dollars

ALTERNATE NO. 1 - ADD OR DEDUCT FROM ITEM NO. 7

1	INSTALL NEW CLAY TILE UNDERDRAINS IN LIEU OF PVC UNDERDRAINS (INCLUDES GROUT, ANCHORAGE, FLUME BLOCKS, STANDARD BLOCKS, ETC.) COMPLETE AND IN PLACE	1	EA	\$ <u>850/Block</u>	\$ <u>850/Block</u>
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B. FILTER NO. 2 – CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT

Item No.	Description of Item	Quantity	Unit	Unit Price	Total
1	PIPE PENETRATION REPAIRS	5	Each	\$ <u>333.25</u>	\$ <u>1666.25</u>
2	PATCH REPAIRS	3	SF	\$ <u>416.50</u>	\$ <u>1249.50</u>
3	CRACK REPAIRS	34	LF	\$ <u>82.14</u>	\$ <u>2792.76</u>
4	REMOVAL OF EXISTING FILTER MEDIA	1	LS	\$ <u>4761</u>	\$ <u>4761</u>
5	REMOVAL OF EXISTING CLAY UNDERDRAINS	1	LS	\$ <u>5356</u>	\$ <u>5356</u>
6	APPLY COATING TO FILTER SURFACE	840	SF	\$ <u>4.76</u>	\$ <u>3,999.00</u>
7	INSTALL NEW PVC UNDERDRAINS (INCLUDES GROUT, ANCHORAGE, FLUME BLOCKS, STANDARD BLOCKS, ETC.) COMPLETE AND IN PLACE	180	SF	\$ <u>185.68</u>	\$ <u>33,422.00</u>
8	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	EA	\$ <u>14,878</u>	\$ <u>14,878</u>

TOTAL BID = \$ 68,124.51TOTAL BID AMOUNT IN WORDS: Sixty Eight Thousand One Hundred and twenty four dollars and fifty one cents

ALTERNATE NO. 1 – ADD OR DEDUCT FROM ITEM NO. 7

1	INSTALL NEW CLAY TILE UNDERDRAINS IN LIEU OF PVC UNDERDRAINS (INCLUDES GROUT, ANCHORAGE, FLUME BLOCKS, STANDARD BLOCKS, ETC.) COMPLETE AND IN PLACE	1	EA	\$ <u>850/Block</u>	\$ <u>850/Block</u>
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C. FILTER NO. 4 – CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT

Item No.	Description of Item	Quantity	Unit	Unit Price	Total
1	PIPE PENETRATION REPAIRS	4	Each	\$ <u>333.25</u>	\$ <u>1,333.00</u>
2	PATCH REPAIRS	2	SF	\$ <u>416.50</u>	\$ <u>833.00</u>
3	CRACK REPAIRS	8	LF	\$ <u>82.14</u>	\$ <u>657.12</u>
4	REMOVAL OF EXISTING FILTER MEDIA	1	LS	\$ <u>4761</u>	\$ <u>4761</u>
5	REMOVAL OF EXISTING CLAY UNDERDRAINS	1	LS	\$ <u>5356</u>	\$ <u>5356</u>
6	APPLY COATING TO FILTER SURFACE	840	SF	\$ <u>4.76</u>	\$ <u>3999</u>
7	INSTALL NEW PVC UNDERDRAINS (INCLUDES GROUT, ANCHORAGE, FLUME BLOCKS, STANDARD BLOCKS, ETC.) COMPLETE AND IN PLACE	180	SF	\$ <u>185.68</u>	\$ <u>33,422.00</u>
8	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	EA	\$ <u>14,878.00</u>	\$ <u>14,878.00</u>

TOTAL BID = \$ 65,239.12TOTAL BID AMOUNT IN WORDS: Sixty five thousand two hundred and thirty nine dollars and Twelve centsALTERNATE NO. 1 – ADD OR DEDUCT FROM ITEM NO. 7

1	INSTALL NEW CLAY TILE UNDERDRAINS IN LIEU OF PVC UNDERDRAINS (INCLUDES GROUT, ANCHORAGE, FLUME BLOCKS, STANDARD BLOCKS, ETC.) COMPLETE AND IN PLACE	1	EA	\$ <u>850/Block</u>	\$ <u>850/Block</u>
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The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

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

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

Company: Ronald Franks Construction Co. Lc

By: Chad Austin

Senior Project Manager / Estimator
(Title)

Address: 820 Industrial Road
Savannah, TN 38372

(SEAL - if bid is by a corporation)

Attachment: P4 Filter Rehab (Ronald Franks Co.) (2859 : Water Treatment Plant #4 Filter Repairs)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/13/20 06:00 PM
Department: Public Works
Category: Purchase
Prepared By: Jessica Vaughan
Department Head: Mike Adams

AGENDA ITEM

**Memphis Light, Gas and Water services for general power,
phase three, for the new Fleet Services Building.**



MEMPHIS LIGHT, GAS AND WATER DIVISION

PO BOX 430 MEMPHIS, TENNESSEE 38101-9969

09/21/2020

CITY OF BARTLETT
5650 WOODLAWN ST
MEMPHIS TN 38134-3482

RE: 7335 YALE RD

WO#: WO553045 ELEC - GENERAL POWER SERVICE

Dear Customer:

We have completed the design for the work you requested based upon the information provided by you and/or your contractors. The estimated cost of this work is \$83,217.09, provided payment is received and processed by MLGW within ninety (90) days from the date of this letter. If you request any revisions, a new design and cost estimate will be required.

Unless stated otherwise in this letter, this cost does not include:

- The cost to perform any work outside MLGW's normal working hours.
- Costs from other utilities that may be involved with your project. Please contact these companies directly.
- The cost of any environmental remediation or any special precautions that we may need to take due to site conditions not identified at this time. Associated site issues are the customer's physical and financial responsibility and must be remedied prior to MLGW's construction.

MLGW must receive full payment before construction will be scheduled. You may return your check or money order in the enclosed return envelope or send your payment to MLGW Builder Services Center, 5791 Summer Trees Drive, Memphis, TN 38134. **The Builder Services Center is open Monday-Friday from 7:00 a.m. until 3:30 p.m. To ensure the proper processing of your payment, please include the above Work Order Number ("WO#") on your check.**

Please do not include payment for these construction costs with any utility bill payments. This will result in delays in properly crediting your account. Also, MLGW cannot accept cash payments for this work.

Any payment submitted on behalf of this quote shall be considered by MLGW as acceptance of the terms of this quote and MLGW to access the referenced premise(s) for the purpose of planning and/or performing this utility work. Following construction, MLGW must receive inspection clearance notification from the appropriate Construction Code Enforcement agency before turning on electric or gas meters.

Some work requires additional agreements or contracts. If so, all copies of each document enclosed with this letter must be signed by your Authorized Representative and returned to MLGW. Please make no changes to any of the enclosed documents without our prior permission.

We appreciate your business and look forward to serving you. If you need any additional information please call me at 901-334-8796

Sincerely,
Fathi, Jason C
MEMPHIS LIGHT, GAS, AND WATER DIVISION
Customer Engineering Department
Enclosure(s)

Attachment: MLGW- 3 phase electrical service - Fleet Services BLDG (2850 : 3 Phase Electrical Service)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/13/20 06:00 PM
Department: Finance
Category: Budget
Prepared By: Penny Medlock
Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
BPACC		Complete Catering Sets of Dishes, glassware, silverware & support items	White & glass	
Public Works	2007	Ford F350	White	IFDWW36P67EB21736
Public Works	2005	Ford F350	White	IFDWW36P85EA78790
Public Works	2005	Ford F150	White	IFTRF12W85NA20990
Public Works	2000	Ford F150	White	IFTRF17W4YNA95375
Public Works	2002	Ford Explorer	White	IFMZU62EX2ZB49694
Public Works	1992	Magnetek TDX 750 Portable Generator	Blue	BK05T523

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

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

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2846)

Meeting: 10/13/20 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2846

Resolution 29-20, a resolution to donate surplus personal property to the Town of Mason, Tennessee.

WHEREAS, the City of Bartlett currently owns one 2008 Ford Crown Victoria and one 2008 Dodge Charger, which have been declared surplus property; and

WHEREAS, the Town of Mason, Tennessee has expressed a desire to obtain this surplus personal property from the City of Bartlett; and

WHEREAS, Tennessee Code Annotated, §12-3-1005 grants authority to transfer surplus personal property among governmental entities; and

WHEREAS, the Board of Mayor and Aldermen of Bartlett, Tennessee has determined that it is good public policy to transfer by gift surplus personal property to other local governmental entities as circumstances and needs arise,

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that one 2008 Ford Crown Victoria (car #8682) and one 2008 Dodge Charger (car #8701), declared as surplus personal property by the City of Bartlett Police Department, are hereby transferred by gift to the Town of Mason, Tennessee.

Adopted this day of October 13, 2020

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

A. Keith McDonald, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2847)

Meeting: 10/13/20 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2847

Resolution 30-20, a resolution to accept an audio/visual equipment grant from the U.S. Department of Justice FY20 Programs in the amount of \$12,152 and to amend the Fiscal Year 2021 Grant Fund to appropriate the funds.

WHEREAS, the City of Bartlett police department did apply for and receive a FY20 Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice in the amount of \$12,152 which will fund 100 percent of the cost to purchase audio/visual equipment enhancements for the police department; and

WHEREAS, it is necessary to accept the DOJ grant of \$12,152 and amend the fiscal year 2021 Grant Fund operating budget to appropriate the \$12,152 grant funds for the police department.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the U.S. Department of Justice Bureau of Justice Assistance Grant be accepted in the amount of \$12,152 and that the FY21 Grant Fund operating budget be amended to appropriate funds for the purchase of the equipment in the amount of \$12,152.

Adopted this day of October 13, 2020

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Penny Medlock, City Clerk



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 20, 2020

Chief Jeff Cox
Bartlett City
6400 Stage Road
Bartlett, TN 38134-3739

Dear Chief Cox:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Bartlett City for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$12,152. These funds are for the project entitled Bartlett Police Department Audio/Visual Equipment Enhancements.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Bartlett City accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Shaketta Cunningham, Program Manager at (202) 514-4493; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Attachment: City of Bartlett Award Document 2020-DJ-BX-0145 (2847 : Res. 30-20, Byrne DOJ Grant FY21)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 30

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Bartlett City 6400 Stage Road Bartlett, TN 38134-3739		4. AWARD NUMBER: 2020-DJ-BX-0145	
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021	
2a. GRANTEE IRS/VENDOR NO. 626011035		6. AWARD DATE 09/20/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 125012901		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Bartlett Police Department Audio/Visual Equipment Enhancements		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 12,152	
		11. TOTAL AWARD \$ 12,152	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jeff Cox Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 09-21-20
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 12152		21. VDJUGT3462	

Attachment: City of Bartlett Award Document 2020-DJ-BX-0145 (2847 : Res. 30-20, Byrne DOJ Grant FY21)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2857)

Meeting: 10/13/20 06:00 PM
Department: Finance
Category: Presentation
Prepared By: Penny Medlock
Initiator: Dick Phebus
Sponsors:
DOC ID: 2857

Resolution 31-20, a resolution to amend the Fiscal Year 2021 Grant Fund Budget to provide for appropriation of CDBG funds and Parks Improvement Fund transfers for Ellendale Restroom Renovation Project.

WHEREAS, the City of Bartlett has received notice of \$400,000 CDBG grant funding through Shelby County, Tennessee for bathroom improvements to Ellendale park; and

WHEREAS, the City of Bartlett will use these funds in accordance with an agreement between Shelby County and the City of Bartlett for the improvement of public facilities; and

WHEREAS, the City of Bartlett will use funds from its Parks Improvement Fund for certain expenditures related to improvements to Ellendale park, and

WHEREAS, a contract agreement between Shelby County and the City of Bartlett needs to be executed and revenues and expenditures for this project are required to be budgeted in the current fiscal year;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the contract agreement shall be executed between Shelby County and the City of Bartlett, and:

BE IT FURTHER RESOLVED that the FY2020-2021 Grant Fund and Parks Improvement Fund budgets shall be amended to reflect revenues and expenditures totaling \$500,000.00 as shown in the table below.

Fund Account Numbers	Description	Expenditures/Transfers	Revenues/Use of Fund
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			Balance
131.44000.780.04121	Construction	\$500,000.00	
131.30000.33682.04121	CDBG Grant		\$400,000.00
131.30000.36703.04121	Transfer from Parks Improvement Fund		\$100,000.00
126.30000.36990	Use of Fund Balance		\$100,000.00
126.48126.989	Trans-Grants Fund	\$100,000.00	

Adopted this day of October 13, 2020

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2855)

Meeting: 10/13/20 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 2855

Ordinance 20-06, an ordinance amending Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, Tennessee.

WHEREAS, the City's court costs are currently contained within Title 3, Chapter 3, Section 3-402 of the Codified Ordinances of the City of Bartlett; and

WHEREAS, the City's court costs are maintained and amended by the Board of Mayor and Aldermen during the annual budget ordinances; and

WHEREAS, annual budget ordinances are not included in codification; therefore, the court costs cannot be updated within the codified volumes, these specified fees should be removed from codification and be located and maintained solely within the City's annual fiscal year budget-adoption ordinance;

WHEREAS, the Board of Mayor and Aldermen for the City of Bartlett, Tennessee wishes to amend Title 3, Chapter 3, Section 3-402, Court Costs; Imposition of fines, penalties and costs, of the Code of Ordinances of the City of Bartlett, to reflect such costs as determined by the Board of Mayor and Aldermen each year in the annual budget ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE that Title 3, Chapter 4, Section 3-402, Court costs; imposition of fines, penalties and costs shall be amended as follows:

Section 1. Section 3-402. Court costs; imposition of fines, penalties and costs. The City of Bartlett court costs for violations of city ordinances will be such amount as is set each year by the Board of Mayor and Aldermen in the annual budget ordinance and the maximum permissible fee under state law for state statutory violations, together with the appropriate state litigation tax and the appropriate city litigation tax. One dollar (\$1.00) of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks. All fines, penalties and costs shall be imposed and recorded by the municipal judge or the municipal court clerk on the municipal court docket. In all cases where a defendant pleads guilty or is tried and found guilty by the court, the municipal judge shall tax the bill of costs the amount set in the annual budget ordinance, the amount determined by the Board of Mayor and Aldermen to be reasonably necessary for operating costs of the municipal court. Said court costs may be waived at the discretion of the municipal judge. (as added

by Ord. #08-01, Feb. 2008; modified).

Section 2. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

Section 3. EFFECTIVE DATE - BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: October 13, 2020

Second Reading: October 27, 2020

Third Reading: November 10, 2020

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

A. Keith McDonald
Mayor

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2856)

Meeting: 10/13/20 06:00 PM
Department: Administration
Category: Amendment
Prepared By: Penny Medlock
Initiator: Mark Brown
Sponsors:
DOC ID: 2856

Ordinance 20-07, an ordinance amending Ordinance 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, Tennessee.

WHEREAS some of the provisions of Ordinance No. 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, are obsolete or otherwise inadequate; and

WHEREAS the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, wishes to amend Ordinance No. 92-5 and Title 20, Chapter 3, Parkland Dedication and Development Fee Ordinance, Section 20-305, Collection and Disbursement of Payments, of the Code of Ordinances of the City of Bartlett, to allow parkland development fees to be expended for the purpose of improving city parks in all park districts in the City of Bartlett.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, THAT:

Section 1. That Section D, Collection And Disbursement of Payments, of Ordinance No. 92-5, and Title 20, Chapter 3, Section 20-305, Collection and disbursement of payments, of the Codified Ordinances of the City of Bartlett, shall be amended to read as follows:

Any payments under this ordinance shall be made immediately upon execution of the subdivision contract and prior to commencement of construction and shall be deposited in a special account segregated from the general funds of the city. Funds distributed from these payments shall be expended for the purpose of improving city parks in all park districts in the City of Bartlett.

Section 2. Severability

Should any provision of this Ordinance be rendered unconstitutional or null and void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: October 13, 2020
Second Reading: October 27, 2020
Third Reading: November 10, 2020

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

A. Keith McDonald
Mayor

ATTEST: _____
Penny Medlock
City Clerk