



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 9, 2018 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Jeff Rudy, Ellendale United Methodist

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 11 at 7 p.m.

Historic Preservation Commission, October 15 at 7 p.m.

BPACC Advisory Board, October 16 at 6 p.m.

Bartlett Arts Council, October 16 at 6 p.m.

Design Review Commission, October 16 at 6:30 p.m.

Board of Education Work Session, October 18 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 25, 2018 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

- 1 Special event permit for Bon Lin Elementary 5K Fundraiser. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 27 from 7 a.m. to 12 p.m. at Bon Lin Elementary School.

- 2 Proposal for City informational brochure. (Debbie Gelineau, Director of Community Relations)**

Recommend accepting the most qualified proposal from Kelley & Associates at a cost of \$1,190.23 per 1,000 copies. Funds are available in Account 110.41220.311.

3 Purchase of file server hardware, software and licenses. (Dick Phebus, Director of Finance)

Recommend upgrading current Microsoft exchange mail server, software and licenses at a cost of \$96,970.00. Funds are available in 123.48123.264 and 123.48123.933

4 Bid for one 2019 Ford F250 SuperCab Truck. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Country Ford at a total cost of \$33,988.10 for one 2019 Ford F250 Supercab Truck with a 6.75' bed. Funds are available in Account 311.48311.50719.

5 Bid for one 2019 Ford Truck F150 SuperCab Truck. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Lonnie Cobb Ford at a total cost of \$30,311.00 for one 2019 Ford Truck F150 Super Cab with 6.5' bed. Funds are available in Account 311.48311.50719.

6 Bid for the Bartlett Blvd Slope Failure Project. (John Horne, Assistant Director of Engineering)

Recommend accepting the lowest bid from Ensco, LLC in the amount of \$142,735.00, plus a contingency of \$50,000.00 for a total cost of \$192,735.00. Funds are available in Account 311.48311.780.63617.

7 Contract for Brother Blvd and Yale Rd resurfacing, environmental, and design services. (Rick McClanahan, Director of Engineering)

Recommend accepting the environmental and design contract proposal from Fisher and Arnold, Inc. in the amount of \$104,310.00. Funds are available in Account 311.48311.780.4561.

8 Subdivision contract for Appling Brother Corporate Park, Lot 1A. (John Horne, Assistant Director of Engineering)

The Developer, Engineered Medical Systems, will pay \$11,204.10 in City Fees. The Bond is set at \$76,910.00.

9 Authorization to open new Court Bail Bond bank account. (Dick Phebus, Director of Finance)

NEW BUSINESS

- I **Resolution 29-18, a resolution to amend the Fiscal Year 2019 Grants Fund and Capital Improvements Fund budgets to appropriate funds for a TDOT resurfacing project on Yale Road from Kirby Whitten Road to Brother Boulevard. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 25, 2018 - 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: Absent.

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Board of Education, September 27 at 7 p.m.

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

Planning Commission, October 1 at 7 p.m.

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

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

Bartlett Historical Society, October 8 at 7 p.m.

RECOGNITIONS

Tennessee Law Enforcement Challenge Awards for Traffic Division

Police Chief Gary Rikard explained that each year the Governor's Highway Safety Office sponsors a law enforcement challenge for departments across the state.

Captain J.J. Leatherwood, Traffic Division Supervisor, announced that Bartlett won first place in it's size division, and also won first place in the technology category.

Bartlett Express Readers' Choice Awards

Carolyn Bahm, editor of *The Bartlett Express*, presented the City's winners with the newspaper's Readers' Choice Awards:

Man of the Year: Mayor Keith McDonald

Best City Employee: Laura Smith

Best Firefighter: Jensen Pilant

Best Police Officer: Garrett Mack

Best Party Rental: Bartlett Recreation Center Splash Pad

Best Performing Arts Center: BPACC

Minutes Acceptance: Minutes of Sep 25, 2018 7:00 PM (MINUTES ACCEPTANCE)

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the September 11, 2018 Board of Mayor and Aldermen Regular Meeting**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	David Parsons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, 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. Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended.

No one spoke in favor or in opposition.

Adjourned at 7:11 p.m.

UNFINISHED BUSINESS

Third and final reading of Ordinance 18-06, an ordinance adopting the 2015 Editions of the International Codes, as amended, will be postponed. A new public hearing date will be set to coincide with the final reading.

Mayor McDonald explained that the administration is postponing the third and final hearing to allow both the Memphis City Council and Shelby County Commission to place these codes on their respective agendas, so all communities maintain the same standards.

Code Enforcement Director Jim Brown noted that State law requires cities to follow Codes within seven years of the most recently published edition.

CONSENT AGENDA

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

- 1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Ten items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 Bid for Municipal Park tennis court renovations. (Shan Criswell, Director of Parks and Recreation)**

Recommend accepting the lower bid from Dana Freeman Construction, Inc. at a total cost of \$200,000. Funds are available in Account 311.48311.780.51419.

NEW BUSINESS

I Resolution 28-18, a resolution to delete uncollectible property taxes, interest, penalties, grass charges and associated costs from the City of Bartlett tax rolls. (Dick Phebus, Director of Finance)

Mr. Phebus stated that \$27,113.90 of uncollectible taxes need to be written off.

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

OPEN DISCUSSION

Alderman Elliott reminded citizens that early voting begins October 17 and runs through November 1. The Bartlett early voting location is Harmony Church. Election Day is November 6.

Director of Community Relations Debbie Gelineau invited the public to the Bartlett Festival and Barbecue Contest, which is Memphis-Barbecue Network sanctioned. The festival will be held at W.J. Freeman Park on Friday, September 28 from 6 to 9:30 p.m. and Saturday, September 29 from 10 a.m. to 5 p.m.

Rick McClanahan, Director of Engineering, stated that the 5-way intersection at the CSX Railroad should be reopened Friday, September 28. The intersection has been shut down so the railroad could make repairs. Additionally, Mr. McClanahan announced that the City will hold a public hearing on the Americans with Disabilities Transition Plan September 26 at City Hall. The plan will be available in November, and the Board of Mayor and Aldermen will most likely take action on it in either January or February 2019.

Mitch Arnold, 3604 Broadway, announced that he's running for Alderman Position 2.

ADJOURNMENT

Meeting adjourned at 7:18 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Sep 25, 2018 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/09/18 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Bon Lin Elementary 5K Fundraiser.



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

3940 N. Germantown Rd. 38133
Address Zip Code

October 27th 2018 7A - Noon
Dates of the Event Hours of the Event

5K Fundraiser BLE PTA
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Bartlett City Schools
Property Owner

Mitch McDaniel 2547 Bartlett Blvd. 38134
Special Event Permit Applicant Address of Applicant

901-412-5960
Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

☒ State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)

☒ Letter of Permission

☒ Insurance

☐ Tents (Fire Retardant letter included)

☒ Special Event Checklist

☒ Map

☐ Sign or Banner

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

No Fee Total

[Signature]
Responsible Person

10/1/18
Date

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

APPROVAL

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

Special Event Checklist

Event: _____

Location: _____

Dates: _____

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			✓	Type 3 outdoor sales must be conducted by an existing permanent business adjacent to and on the property of the location of the permanent business. The outdoor sales are to be conducted as an adjunct to the existing permanent business.	
4		✓		<i>Land-use compatibility.</i> The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		✓		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		✓		The special event shall not endanger or be detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the special event, given the nature of the activity, its location on the site and its relationship to parking and access points.	
7		✓		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		✓		Any temporary structure shall be promptly removed upon the cessation of the event. Within forty-eight (48) hours of cessation of the event, the site shall be returned to its previous condition, including the removal of all litter, signage, attention-attracting devices or other evidence of the special event. If the site is not returned to its previous condition, the City may restore the site at the event coordinator's expense.	

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

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

	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.	Parking on Bon Lin Grounds
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.	Bartlett Police/Fire
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

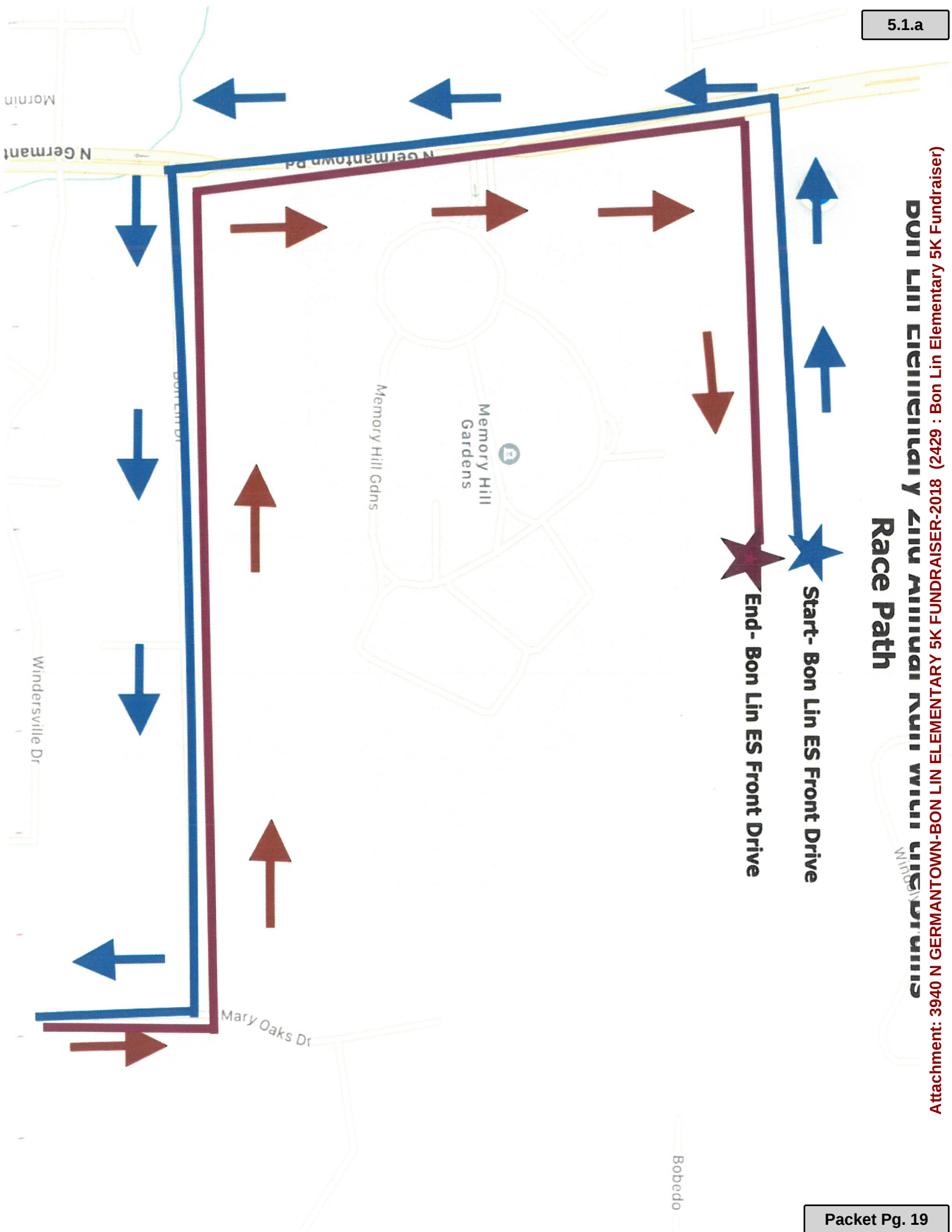
Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	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.	



© 2018 Picometry

Race Path





BON LIN ELEMENTARY
3940 North Germantown Road
Bartlett, TN 38133

5.1.a

Thomas McClellan, Principal
Michele Dial, Assistant Principal
Jennifer Yoder, Assistant Principal

October 1, 2018

To Whom It May Concern:

This letter is to confirm that I give permission for the Bon Lin Elementary PTA to conduct the Annual 5K Bruin Run on our campus, October 27, 2018.

Respectfully,

Thomas McClellan, Principal

Attachment: 3940 N GERMANTOWN-BON LIN ELEMENTARY 5K FUNDRAISER-2018 (2429 : Bon Lin Elementary 5K Fundraiser)

Laura Jenkins

From:

Mitch McDaniel <mmcdaniel@bartlettschools.org>

Sent:

Monday, October 01, 2018 11:33 AM

To:

Laura Jenkins

Subject:

Fwd: Bon Lin Elementary 5k

Here is the email from inspector cox!

Get Outlook for iOS

From: Jeff Cox <jcox@bartlettspolice.org>

Sent: Monday, October 1, 2018 10:24 AM

To: Mitch McDaniel

Subject: Re: Bon Lin Elementary 5k

Yes sir we will be able to help you. I am forwarding this email to the traffic Captain he will contact you and assist you

Sent from my Verizon Motorola Smartphone

On Oct 1, 2018 10:17 AM, Mitch McDaniel <mmcdaniel@bartlettschools.org> wrote:

Good morning sir! Last year your team of officers helped us with traffic control for our school 5k. I am emailing this morning to see if this is possible again this year? The permit has been pulled with the city of Bartlett. The map of the race is the same as last year. Attached you will see a copy of the map. The race will be Saturday October 27th. Race begins at 9. I would like to block off the street by 7:30 if possible?

Thank so much for your time and service!

Mitch McDaniel

901-412-5960

CERTIFICATE OF INSURANCE

PRODUCER FOUR-WAY INSURANCE, LLC 7909 US HWY 70 BARTLETT TN 38133	DATE: 9/4/2018 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.				
INSURED BARTLETT CITY BOARD OF EDUCAT 5705 STAGE RD BARTLETT TN 38134	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">COMPANIES AFFORDING COVERAGE</th> </tr> <tr> <td>COMPANY LETTER A TML RISK MANAGEMENT POOL</td> </tr> <tr> <td>COMPANY LETTER B</td> </tr> <tr> <td>COMPANY LETTER C</td> </tr> </table>	COMPANIES AFFORDING COVERAGE	COMPANY LETTER A TML RISK MANAGEMENT POOL	COMPANY LETTER B	COMPANY LETTER C
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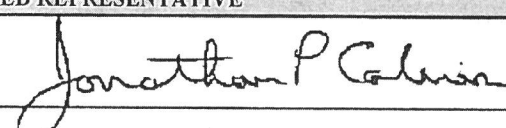
COVERAGES

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.

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS	
A	GENERAL LIABILITY	X	TML-0651-19	7/1/2018 - 7/1/2019	TORT	
	☒ Commercial General Liability				PER PERSON/BODILY INJURY/PERSONAL INJURY	\$300,000
	☒ Claims Made				PER OCCUR/BODILY INJURY/PERSONAL INJURY	\$700,000
	☒ Personal Injury Liability				PER OCCURENCE/PROPERTY DAMAGE	\$100,000
	☒ Claims Made				NON TORT	
	☒ Law Enforcement Liability				PER OCCURENCE/EACH OTHER LOSS	\$1,000,000
A	ERRORS or OMISSIONS LIAB		TML-0651-19	7/1/2018 - 7/1/2019	PER OCCURRENCE	\$1,000,000
	☒ Claims Made					
	AUTOMOBILE LIABILITY				TORT	
	☐ Owned Autos				PER PERSON/BODILY INJURY	
	☐ Hired Autos				PER OCCURRENCE/BODILY INJURY	
	☐ Non-owned Autos				PER OCCURENCE/PROPERTY DAMAGE	
	☐ Physical Damage				NON TORT	
					PER OCCURRENCE/EACH OTHER LOSS	
	WORKERS COMPENSATION EMPLOYERS LIABILITY				WC STATUTORY COVERAGE	
					EMPLOYERS LIAB-EACH ACCIDENT	
					EMPLOYERS LIAB-DISEASE-POLICY LIMIT	
					EMPLOYERS LIAB-DISEASE-EACH PERSON	
	PROPERTY & CRIME PROPERTY-PART I				BUILDINGS/PERS PROPERTY	
	Causes of Loss				EDP EQUIPMENT	
	☐ Special				MOBILE EQUIPMENT	
	☐ Flood				EQUIPMENT BREAKDOWN	
	☐ Earthquake				AUTOMATIC COVERAGES	
	CRIME-PART II				EMPLOYEE DISHONESTY	
	☐ Blanket Crime				FORGERY OR ALTERATION	
					THEFT, DISAPPEARANCE OR DESTRUCTION	
					COMPUTER FRAUD	

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS.
 As respects Cross Country race on 10/27/18 at 7700 Flaherty Place, Memphis, TN 38133.

AN ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY IF A CHECK IS SHOWN IN THE 'Add'l Ins' COLUMN. THE COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SOLELY LIMITED TO LIABILITY SPECIFICALLY RESULTING FROM THE CONDUCT OF A NAMED INSURED WHICH MAY BE IMPUTED TO THE ADDITIONAL INSURED. LIMITS PROVIDED TO AN ADDITIONAL INSURED WILL NOT EXCEED THOSE APPLICABLE TO THE NAMED INSURED. THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSIONS OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO AN ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS AND EXCLUSIONS CONTAINED IN THE POLICY.

CERTIFICATE HOLDER	CANCELLATION
ADDITIONAL INSURED City of Bartlett	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

THE
POOL

TML Risk Management Pool - 5100 Maryland Way Brentwood TN 37027 - 615-371-0049

Ed. 7/1/201



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/09/18 07:00 PM

Department: Community Relations

Category: Bid

Prepared By: Stefanie McGee

Department Head: Debbie Gelineau

Proposal for City informational brochure.

On September 6, 2018, an ad was placed in *The Daily News*. On September 27, 2018, the City of Bartlett received two proposals, which were reviewed by three employees.

Bids were received from the following companies:

Kelley & Associates	Option 1 - \$1,123.57
	Option 2 - \$1,190.23
*Indiana Printing & Publishing	Option 1 - \$784.19
	Option 2 - \$809.33

*This vendor did not meet six of the RFP's requirements.

The difference between Option 1 and 2 is the weight of the paper.

We recommend the proposal be awarded to Kelley & Associates (Option 2) for \$1,190.23 per 1,000 copies.

Funds are available in Account 110.41220.311.

Thank you for your consideration.

				
City of Bartlett Purchasing				
RFP: # FY2019-09-014 Printing-Informational Booklet				
Due: September 27, 2018				
Dept: Community Relations Reviewer Debbie Gelineau				
			(0 = did not meet requirement)	
CATEGORIES	Major Weights			
MINIMUM REQUIREMENTS	23.00		5.00	15.00
5 years experience in printing services	5.0		5	5
Sufficient, competent and skilled staff	4.0		0	4
Sufficient equipment and supplies list	4.0		0	3
Fully Licensed	4.0		0	0
Equal employment opportunity employer	3.0		0	0
Insurance and Bonding	3.0		0	3
REQUIRED SERVICES	42.00		23.00	40.00
Printing - Option 1	15.00		10	15
Printing - Option 2	15.00		10	15
Delivery Information	5.00		1	5
Mailing Services - Details	5.00		2	3
Web Banner - Details	2.00		0	2
REFERENCES	5.00		5.00	5.00
Did the respondent list three references for same/like services			5	5
COST	30.00		30.00	10.00
Initial cost for the 1st year of services			30	10
SCORE			Indiana Printing	Kelly & Assoc.
TOTAL	100		63	70



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/09/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Purchase of file server hardware, software and licenses.

The IT Department has recommended upgrading the current Microsoft Exchange Mail Server to the latest version this year. The File Server hardware that hosts the software and accompanying storage server for archives will need to be replaced to accommodate the upgrade. The cost of the necessary hardware is \$36,500. Software licenses needed that are associated with the upgrade are \$60,470 and all items will be sourced from several vendors all complying with pre-negotiated government contracts. Funds are available in the General Improvement Fund.

Hardware		Each	Total
MS Exchange Server	1	\$20,000.00	\$20,000.00
Storage Server	1	\$15,000.00	\$15,000.00
Tripplite KVM and Cables	1	\$1,500.00	\$1,500.00
Subtotal for Account 123.48123.933			\$36,500.00
Software			
Adobe Acrobat 2017 Upgrade	17	\$160.00	\$2,720.00
Adobe Acrobat 2017	33	\$350.00	\$11,550.00
Microsoft Windows Server 2016	1	\$600.00	\$600.00
Microsoft Windows 2016 CALS	300	\$30.00	\$9,000.00
Microsoft Exchange Server 2016	1	\$600.00	\$600.00
Microsoft Exchange Server 2016 CALS	600	\$60.00	\$36,000.00
Subtotal for Account 123.48123.264			\$60,470.00
TOTAL			\$96,970.00

We recommend the services be purchased from vendors who comply with pre-negotiated government contracts.

Funds are available in Account 123.48123.255 and 123.48123.933

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/09/18 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for one 2019 Ford F250 SuperCab Truck.

On September 6, 2018, an ad was placed in *The Daily News*. On September 20, 2018 the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Country Ford	\$33,988.10
TTC CDJR	\$34,027.36
Lonnice Cobb Ford	\$34,298.00
AutoNation Ford	\$35,329.10
Ted Russell Parkside	\$36,645.00

We recommend the bid be awarded to Country Ford in the amount of \$33,988.10.

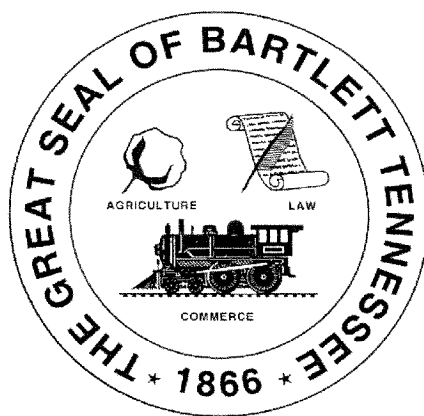
Funds are available in Account 311.48311.50719.

Thank you for your consideration.

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2019-09-013

DUE: Thursday, September 20, 2018, no later than 2:00 p.m. (CST)

SUPER CAB TRUCK WITH 6.75' BED

PARKS AND RECREATION

The City of Bartlett Parks and Recreation is seeking to purchase (1) 2018/2019 Super Cab Truck with 6.75' Bed, specifying F250 XL or equal as per the written specifications.

SUPER CAB TRUCK WITH 6.75' BED
 Sealed Bid: FY2019-09-013
 Due Date: September 20, 2018

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, September 20, 2018**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2019-09-013"** **"SUPER CAB TRUCK WITH 6.75' BED"** and addressed as follows:

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

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. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or email dcairncross@cityofbartlett.org

Please quote prices on attached bid sheet.

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

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

Country Ford INC
 NAME OF FIRM

95 Goodwin Road East

Spartan MS 38671
 ADDRESS

[Signature]
 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

Sales @ Country Ford. com
 EMAIL

9014899582
 PHONE

STEVEN D. Bell
 PRINT NAME

9-20-18
 DATE

SUPER CAB TRUCK WITH 6.75' BED

Sealed Bid: FY2019-09-013

Due Date: September 20, 2018

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for **(1) 2018/2019 Super Cab Truck with 6.75' bed** as per the written specifications. The awarded supplier will be required to deliver the vehicle to the City of Bartlett Fleet Services located at 3583 Altruria Road, Bartlett, TN 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of 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.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification check list, along with the signed pricing sheet, the signed and notarized Public Acts 109 form (page 9) and current year, signed W9 form .
Note: An original, clearly marked, and two copies shall be included in the bid package.
3. All prices are to be firm for **180** days from bid due date.
4. The City reserves the right to reject any and all bids.
5. The bid shall state the manufacturer's warranty, along with owner's manuals.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.

SUPER CAB TRUCK WITH 6.75' BED
 Sealed Bid: FY2019-09-013
 Due Date: September 20, 2018

DETAILED SPECIFICATIONS

(Include one original and two copies with bid pricing sheet and Public Acts 109 form)

(1 each) 2018/2019 SUPER CAB TRUCK, with 6.75' Bed,
Specifying Ford F250 XL 4X2 or equal

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel and Tank			
Diesel, minimum 29 gallon capacity	✓	_____	_____
Engine			
6.7 L V8 Power Stroke Diesel or equal	✓	_____	_____
Horsepower: 450 at 2800 RPM	✓	_____	_____
Torque: 935 at 1800 RPM	✓	_____	_____
Electrical			
Batteries (2) 12 volt, 750 CCA	✓	_____	_____
Alternator – 157 Amp	✓	_____	_____
Transmission			
6-speed Select shift automatic	✓	_____	_____
Front End			
Heavy service front suspension package	✓	_____	_____
Rear Axle			
Ratio 3:31	✓	_____	_____
Steering			
Power Tilt/telescoping steering wheel	✓	_____	_____
Brakes			
Power 4-Wheel Disc ABS with Anti-Lock	✓	_____	_____
Wheel Base			
148.0" wheel base	✓	_____	_____
Wheels			
Five (5) 17" Argent painted steel wheels	✓	_____	_____


 Initials

Attachment: 2019 FORD F250 SUPER CAB TRUCK w-6.75'-Country Ford (2422 : Bid for one 2019 Ford F250 Truck Super Cab with 6.75' bed)

SUPER CAB TRUCK WITH 6.75' BED

Sealed Bid: FY2019-09-013

Due Date: September 20, 2018

DESCRIPTION**COMPLIANCE ANSWER**
YES NO OFFER**Tires**

Four (4) LT245-75RE17 BSW All Season Tires

One (1) LT245-75RE17 BSW All Season Spare Tire**Bumpers/Grill**

Bumpers – Front and Rear: Black painted steel with front grained, molded-in color top cover and black lower dam

Grill – Standard Black

Exterior Color

Oxford White

Interior Color

Medium Earth Gray/Steel gray

Seats (standard for Super cab)

Front – Heavy duty vinyl 40/20/40 with center armrest console

Rear – Solid bench seat

Floor Covering (standard)

Vinyl - black or gray with rubber, factory floor mats

Gauges (standard package)

Tachometer

Speedometer

Volt-meter

Oil pressure with indicator lights

Coolant temperature

Fuel gauge

Display/Message center

Mirrors

Manually telescoping trailer tow mirror with 2-way fold and manual glass

Windshield Wipers

Interval Wipers with washer


Initials

SUPER CAB TRUCK WITH 6.75' BED
 Sealed Bid: FY2019-09-013
 Due Date: September 20, 2018

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Lights			
LED where applicable	☒	☐	☐
Spray-in Bedliner			
In the bed, on the tailgate	☒	☐	☐
<u>Accessories/Options</u>			
Manual Air Conditioning	☒	☐	☐
AM-FM Stereo Radio with Clock, with four (4) speakers	☒	☐	☐
Power point/Auxiliary	☒	☐	☐
Dual Inside Sun-visors	☒	☐	☐
Advance Trac with Roll Stability	☒	☐	☐
Side window deflectors	☒	☐	☐
Back-up Alarm	☒	☐	☐
LED Warning Strobe – Amber/White	☒	☐	☐
10,000/9,900 GVWR Package	☒	☐	☐
Trailer Towing Package	☒	☐	☐
Trailer Brake Controls	☒	☐	☐
Tow hooks in front	☒	☐	☐
Engine block heater	☒	☐	☐
Box Link	☒	☐	☐


 Initials

Attachment: 2019 FORD F250 SUPER CAB TRUCK w-6.75'-Country Ford (2422 : Bid for one 2019 Ford F250 Truck Super Cab with 6.75' bed)

SUPER CAB TRUCK WITH 6.75' BED
 Sealed Bid: FY2019-09-013
 Due Date: September 20, 2018

OWNERS MANUALS

Furnish ALL manuals – DVD format preferred however book format is acceptable

Service/Repair Manual

Parts Manual

Operators Manual

Specify ALL warranties available 3yr 36,000 Std Factory warranty
5yr 60,000 Transmission 5yr 100,000 on Engine

ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.

ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS

DELIVERY - Must be delivered to:

City of Bartlett – Fleet Services

3583 Altruria Rd.

Bartlett, TN 38135

End of Specifications

SUPER CAB TRUCK WITH 6.75' BED
 Sealed Bid: FY2019-09-013
 Due Date: September 20, 2018

BID PRICING SHEET

(One original, clearly marked, and two copies, must include the specification check list and the Public Acts 109 form)

(1 each) 2018/2019 SUPER CAB TRUCK, WITH 6.75' BED
Specifying Ford F250 XL 4X2 or equal,

SPECIFY MAKE AND MODEL 2019 Ford F250 Super Cab.

Delivered Price \$ 33988.00

Time required for delivery: 120 days

Total Bid in Words:

Thirty Three Thousand Nine hundred Eighty Eight
DOLLARS & ⁰⁰/₁₀₀ CENTS

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE

Country Ford INC

NAME OF FIRM

Sales@CountryFord.com

Email

STEVEN D. BELL

Authorized Representative
 (Typed or Printed)

9014899582

Telephone Number

[Signature]

Authorized Representative Signature

9-20-18

Date

Attachment: 2019 FORD F250 SUPER CAB TRUCK w-6.75'-Country Ford (2422 : Bid for one 2019 Ford F250 Truck Super Cab with 6.75' bed)

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

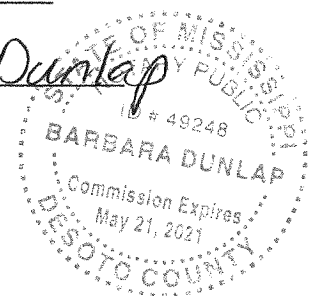
Print Name STEVEN D. BELL
 Signed [Signature]
 Title Fleet mgr

Subscribed and sworn before me this 20th day of September, 2018.

Signed Barbara Dunlap Print Name Barbara Dunlap

Title Notary

My commission expires: May 21, 20 21.



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

BID RESPONSE SHEET

5.4.b

SB FY2019-09-013 SUPERCAB TRUCK WITH 6.75' BED (Parks and Rec)
DUE 09/20/2018 AT 2:00 P.M.

	COMPANY/BIDDER	TOTAL BID	NOTES
	AUTONATION FORD	35,329.10	2019 FORD SC
	COUNTRY FORD*	33,988.10	2019 FORD F250 SUPER CAB
	LONNIE COBB	34,293.00	2019 FORD F250
	TED RUSSELL PARKSIDE	36,645.00	FORD F250 XL SUPER CAB, 4X2, 6.75' BED
	TTC CDJR	34,027.36	RAM 2500 CREW 4X2
	*Tentative award pending review		

Attachment: 2019 FORD F250 SUPER CAB TRUCK WITH 6.75' BED bid response sheet (2422 : Bid for one



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/09/18 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for one 2019 Ford Truck F150 SuperCab Truck.

On September 6, 2018, an ad was placed in *The Daily News*. On September 20, 2018 the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

Lonnie Cobb Ford	\$30,311.00
Country Ford	\$30,989.36
AutoNation Ford	\$32,337.36
Ted Russell Parkside Ford	\$34,065.00
Freeland CDJR	\$34,259.00
*TTC CDJR	\$31,256.36

*Bid did not meet specifications.

We recommend the bid be awarded to Lonnie Cobb Ford in the amount of \$30,311.00.

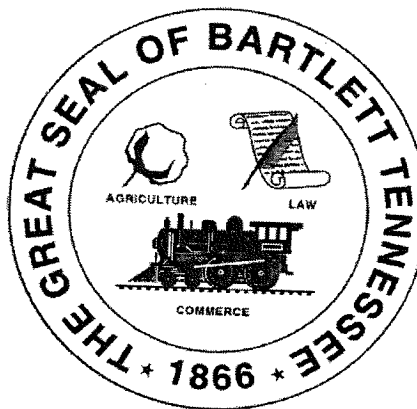
Funds are available in Account 311.48311.50719.

Thank you for your consideration.

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrative Officer
Dick Phebus, Finance Director
Shan Criswell, Parks and Recreation Director



REQUEST FOR SEALED BIDS

SB # FY2019-09-011

DUE: Thursday, September 20, 2018, no later than 2:00 p.m. (CST)

SUPERCAB TRUCK WITH 6.5' BED

PUBLIC WORKS - FLEET

The City of Bartlett Parks and Recreations is seeking to purchase one (1) 2018/2019 Super Cab Truck, 6800 GVWR with 6.5' bed, specifying Ford F150 XLT 4x4, or equal as per the written specifications.

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, September 20, 2018**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2019-09-011 SUPERCAB TRUCK"** and addressed as follows:

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

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. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or email dcairncross@cityofbartlett.org

Please quote prices on attached bid sheet.

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

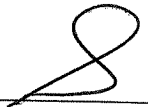
These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Lonnie Cobb Foes
 NAME OF FIRM

lcag.fleet@gmail.com
 EMAIL

1618 US Hwy 45N Henderson TN 38370
 ADDRESS

731-989-2121
 PHONE


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

STEVEN BLACKSTOCK
 PRINT NAME

9-18-18
 DATE

Attachment: 2019 FORD F150 SUPER CAB TRUCK w-6.5' bed-Lonnie Cobb Ford (2423 : Bid for one 2019 Ford Truck F150 Super Cab with 6.5'

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals **One (1) 2018/2019 SuperCab Truck, 4x4, 6800 GVWR with 6.5' Bed.** The awarded supplier will be required to deliver the vehicle to the City of Bartlett Fleet Services located at 3583 Altruria Road, Bartlett, TN. 38135.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

The City of Bartlett will not discriminate against any individual of 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.

GENERAL SPECIFICATIONS

These specifications are intended as minimum requirements. However, it is recognized that each manufacturer has special features that make his equipment unique. Therefore, all bids will be considered, but every bidder must state, in detail, where his product fails to meet these specifications. Unless otherwise stated, these specifications are not intentionally written to favor any one Manufacturer, and are only for the purpose of indicating generally the type of work required of said bid items. It is the intention of the City to purchase quality products and not necessarily the products with the lowest initial cost.

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification check list, along with the signed pricing sheet, the signed and notarized Public Acts 109 form (page 9) and current year, signed W9 form.
Note: An original, clearly marked, and two copies shall be included in the bid package.
3. All prices are to be firm for **180** days from bid due date.
4. The City reserves the right to reject any and all bids.
5. The bid shall state the manufacturer's warranty, along with owner's manuals.
6. An Award Letter and purchase order will be issued to the successful vendor.
7. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
8. Unit delivered as a result of the award of this bid shall be a current year model, new and unused.

Note: Bidder may include any additional information or brochures on equipment being presented in the bid package.

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

DETAILED SPECIFICATIONS

(Include one original and two copies with bid pricing sheet and Public Acts 109 form)

**(1) Required 2018/2019 SUPERCAB TRUCK, 6800 GVWR with 6.5' Bed,
 Specifying Ford F150 XLT 4 X 4 or equal**

<u>DESCRIPTION</u>	<u>COMPLIANCE ANSWER</u>		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel Unleaded or Flex Fuel (if available)	✓ _____	_____ _____	_____ _____
Fuel Tank 23 Gallon Capacity with easy fuel cap-less filler	✓ _____	_____ _____	_____ _____
Engine 5.05 L V8 or equal	✓ _____	_____ _____	_____ _____
Transmission Electronic 10-speed automatic with tow/haul and sport mode	✓ _____	_____ _____	_____ _____
Steering Tilt steering wheel with electric power assist, black urethane	✓ _____	_____ _____	_____ _____
Rear Axle 3.31 Non-limited slip axle	✓ _____	_____ _____	_____ _____
Brakes Power 4-Wheel Disc with Anti-Lock	✓ _____	_____ _____	_____ _____
Wheels Four (4) 17" Silver painted aluminum wheels	✓ _____	_____ _____	_____ _____
Tires Four (4) P265-70R17 OWL All Season all terrain Tires	✓ _____	_____ _____	_____ _____
One (1) P265-70R17 OWL All Season, all terrain <u>Spare</u> Tire	✓ _____	_____ _____	_____ _____
Bumpers (standard) Bumpers – Chrome front and rear step bumper	✓ _____	_____ _____	_____ _____
Grill – Chrome	✓ _____	_____ _____	_____ _____



SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

Initials

<u>DESCRIPTION</u>	<u>COMPLIANCE ANSWER</u>		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Exterior Color Oxford White	<u>✓</u>	<u> </u>	<u> </u>
Interior Color Medium Earth Gray	<u>✓</u>	<u> </u>	<u> </u>
Seats (standard for extended cab) Front – Cloth 40/20/40 with 8-way power driver's seat and folding armrest	<u>✓</u>	<u> </u>	<u> </u>
Rear – 60/40 Flip-up seat	<u>✓</u>	<u> </u>	<u> </u>
Floor Covering (standard) Carpet – color coordinated carpet with carpeted floor mats	<u>✓</u>	<u> </u>	<u> </u>
Gauges (standard package) Speedometer	<u>✓</u>	<u> </u>	<u> </u>
Volt-meter	<u>✓</u>	<u> </u>	<u> </u>
Oil pressure with indicator lights	<u>✓</u>	<u> </u>	<u> </u>
Coolant temperature	<u>✓</u>	<u> </u>	<u> </u>
Fuel gauge	<u>✓</u>	<u> </u>	<u> </u>
Tachometer	<u>✓</u>	<u> </u>	<u> </u>
Display center	<u>✓</u>	<u> </u>	<u> </u>
Mirrors Rearview mirror day/night	<u>✓</u>	<u> </u>	<u> </u>
Power adjust side mirrors with heat, turn signal and black skull caps, manual fold-in capability	<u>✓</u>	<u> </u>	<u> </u>
Windshield Wipers Intermittent Wipers	<u>✓</u>	<u> </u>	<u> </u>

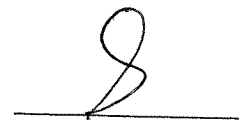

 Initials

Attachment: 2019 FORD F150 SUPER CAB TRUCK w-6.5' bed-Lonnie Cobb Ford (2423 : Bid for one 2019 Ford Truck F150 Super Cab with 6.5'

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

DESCRIPTION**COMPLIANCE ANSWER****Accessories (301A package or equal)**

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Cruise Control	☒	☐	☐
Manual Air Conditioning, Single zone	☒	☐	☐
Sirius XM radio with 8" LCD Touch Screen	☒	☐	☐
Electronic AM/FM Radio/CD with six (6) speakers	☒	☐	☐
Sync (or equal)	☒	☐	☐
Auxiliary Audio Input Jack	☒	☐	☐
2.3" Productivity screen (in instrument cluster)	☒	☐	☐
Power Windows and Door Locks	☒	☐	☐
Remote Keyless Entry	☒	☐	☐
Remote Start	☒	☐	☐
Fog Lamps	☒	☐	☐
Fixed Rear Privacy Glass with defroster	☒	☐	☐
Spray-in Bed Liner	☒	☐	☐
Advance Trac with Roll Stability	☒	☐	☐
Side window deflectors	☒	☐	☐
Rear view camera with Dynamic Hitch assist	☒	☐	☐
Floor liner – tray style	☒	☐	☐
Class IV trailer hitch	☒	☐	☐



SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

Initials

DESCRIPTION

COMPLIANCE ANSWER

Accessories (continued)

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Smart Trailer connector	☒	☐	☐
4 Pin/ 7 Pin wiring	☒	☐	☐
Powerpoint, 12 V 92)	☒	☐	☐
Box Link	☒	☐	☐
Trailer Brake Control	☒	☐	☐
Front Tow Hooks, two (2) required	☒	☐	☐

End of Detailed Specifications

OWNERS MANUALS

Furnish ALL manuals – DVD format preferred however, book format is acceptable

Service/Repair Manual

Parts Manual

Operators Manual

Specify ALL warranties available Manuals Available Online
3yr/36K Bump to Bump 5yr/60K powertrain

ALL WARRANTY INFORMATION TO BE PROVIDED UPON DELIVERY OF VEHICLE.

ALL WARRANTY WORK TO BE DONE WITHIN 50 MILES OF BARTLETT CITY LIMITS

DELIVERY - Must be delivered to:

City of Bartlett – Fleet Services

3583 Altruria Rd.

Attachment: 2019 FORD F150 SUPER CAB TRUCK w-6.5' bed-Lonnie Cobb Ford (2423 : Bid for one 2019 Ford Truck F150 Super Cab with 6.5'

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018
 Bartlett, TN 38135

BID PRICING SHEET

(Include one original, clearly marked, and two copies, including the specification check list and Public Acts 109 form)

“SUPERCABTRUCK”

- (1) Required - 2018/2019 SUPERCAB TRUCK, 6800 GVWR WITH 6.5' BED, Specifying Ford Super Crew Cab F150 XLT or equal.

\$ 30,311.00
 Total Delivered Price

Time required for delivery: 90-100 days.

Total Bid in Words:

Thirty Thasans Three hundred eleven dollars and ⁰⁰/₁₀₀ —

NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME PRICE.

Lonnie Cobb Ford
 NAME OF FIRM

lcaj.fleet@gmail.com
 Email

Steven Blackstock
 Authorized Representative
 (Typed or Printed)

731-989-2121
 Telephone Number


 Authorized Representative Signature

9-18-18
 Date

Attachment: 2019 FORD F150 SUPER CAB TRUCK w-6.5' bed-Lonnie Cobb Ford (2423 : Bid for one 2019 Ford Truck F150 Super Cab with 6.5'

SUPERCAB TRUCK – PUBLIC WORKS
 Sealed Bid: FY2019-09-011
 Due Date: September 20, 2018

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name Steven Blackstock

Signed [Signature]

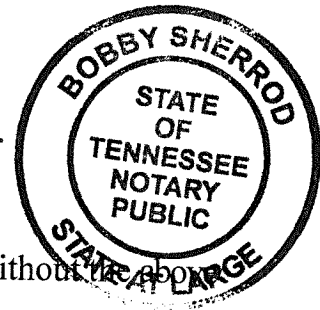
Title Fleet Manager

Subscribed and sworn before me this 15th day of September, 20 18.

Signed [Signature] Print Name Bobby Sherrod

Title Finance Mgr

My commission expires: 11-17, 20 20.



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

BID RESPONSE SHEET

5.5.b

SB FY2019-09-011 SUPERCAB TRUCK WITH 6.5' BED (Parks and Rec.)
DUE 09/20/2018 AT 2:00 P.M.

	COMPANY/BIDDER	TOTAL BID	NOTES
	AUTONATION FORD	32,337.36	AS SPEC'D
	COUNTRY FORD	30,989.36	AS SPEC'D
	FREELAND CDJR	34,259.00	AS SPEC'D
	LONNIE COBB FORD*	30,311.00	AS SPEC'D
	TED RUSSELL PARKSIDE FORD	34,065.00	AS SPEC'D
	TTC CDJR (disqualified, no Public Acts included)	31,256.36	2019 DODGE RAM 1500
	*Tentative award pending review		

Attachment: 2019 FORD F150 SUPER CAB TRUCK WITH 6.5' BED bid response sheet (2423 : Bid for one



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/09/18 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for the Bartlett Blvd Slope Failure Project.

The Bartlett Blvd Slope Failure Project was advertised in *The Daily News* on September 12, 2018. The contractors that picked up Bid Documents are as follows:

Barnes & Brower

ENSCOR

On September 27, 2018 we received two bids for the construction of the **Bartlett Boulevard Slope Failure Project**. The apparent low bidder, ENSCOR, LLC, submitted a total base bid of **\$142,735.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this contract to ENSCOR, LLC in the base bid amount of **\$142,735.00**, plus an additional amount of **\$50,000.00** for Contingency, Construction Inspection, and Soil Compaction Testing for a total cost not to exceed **\$192,735.00**. ENSCOR, LLC has performed work for the City of Bartlett on other projects.

Funding is available in Account 311.48311.780.63617.

Bidder	Total Base Bid
Barnes & Brower	\$177,343.34
Encor	\$142,735.00

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on September 27, 2018. All bid packets with an original, clearly identified, and two copies, must be labeled "FY2019-09-015 BARTLETT BLVD. SLOPE FAILURES AT CSX RAIL LINE" 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.

Bid Booklet and related documents can be downloaded at www.cityofbartlett.org. Once these documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Bid Document Received Form, and email it to City of Bartlett Engineering Department: Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org. This document must be received by Dena no later than 5:00PM CST on September 21, 2018. Failure to submit this form may disqualify you as a bidder.

For general bid information please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org. Questions regarding the Construction Plans and Bid Book must be emailed to Edward Hargraves, PE at edwardh@a2h.com and also must be received no later than noon (CST), September 21, 2018.

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.

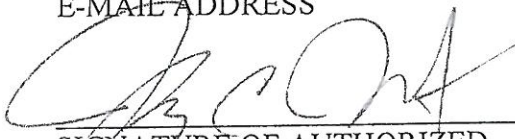
These prices are submitted with a declaration that no City Official or Employee has a financial or beneficial interest in this transaction.

ENSCOR, LLC (All Caps)
 NAME OF FIRM

3566 Commander Drive
Arlington, TN 38002
 ADDRESS

901-867-2297
 TELEPHONE

jeff@enscor.net
 E-MAIL ADDRESS


 SIGNATURE OF AUTHORIZED REPRESENTATIVE

Jeff C. Smith
 PRINT NAME

NB-1

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Tennessee)

S.S.

County of Shelby)

JEFF SMITH, being first duly sworn, deposes and says that:

- (1) He/She is OWNER 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 JEFF SMITH

Signed [Signature]

Title OWNER

Subscribed and sworn before me this 27 day of September, 2018.

Signed Cynthia H Smith Print Name CYNTHIA SMITH

Title CFO

My commission expires: Feb 23, 2019



BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name Jeff C. Smith
 Signed [Signature]
 Title Owner

Subscribed and sworn before me this 27th day of September, 2018.

Signed Cynthia H Smith Print Name Cynthia Smith
 Title CFO

My commission expires: Feb 23, 2019



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

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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.

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

Suspension And Debarment Certification
 (signature page)

Company/Firm ENSCOR, LLC

Print Name Jeff C. Smith

Signed [Signature]

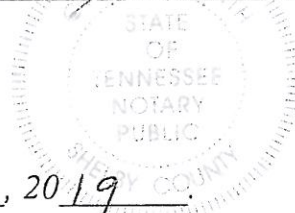
Title Owner

Subscribed and sworn before me this 27th day of September, 2019.

Signed Cynthia H. Smith Print Name Cynthia Smith

Title CFO

My commission expires: Feb 23, 2019.



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

Attachment: BARTLETT BLVD SLOPE PROTECTION ENSCOR LOW BIDDER (2427 : Bid for the Bartlett Blvd Slope Failure Project)

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)

s.s.

County of Shelby)

JEFF SMITH, being first duly sworn, deposes and says that:

- (1) He/She is OWNER of ENSCOR, LLC, 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.

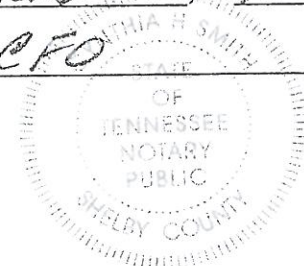
(Signed) [Signature]

(Title) Owner

Subscribed and sworn before me this 29th day of September, 20 18

Christopher H. Smith (Title) CFO

My commission expires Feb 23 20 19.



NCA-1

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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: ENSCOR, LLC Date: 9-27-18

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.

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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: ENSCOR, LLC Date Completed: 9-27-18

Address: 5566 Commander Drive

City: Arlington State: TN Zip: 38002

Phone: 901-867-2297 Fax: 901-867-9410

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

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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

LETTERS, FAXES, E-MAILS, PHONE CALLS

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

BID LOG

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

7. Provide complaint procedures and attach complaint log form.

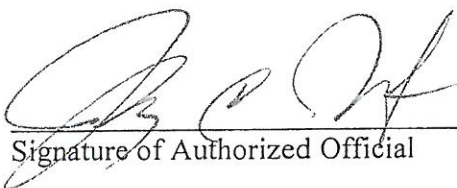
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) OUR FOREMAN ARE

BI-LINGUAL

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

9/27/2019
Date

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC
 _____ As Principal, and
Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound
 unto City of Bartlett 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 27th day of September, 2018.

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

Bartlett Blvd. Slope Failures at CSX Rail Line

Sealed Bid #: FY2019-09-015

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall 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.

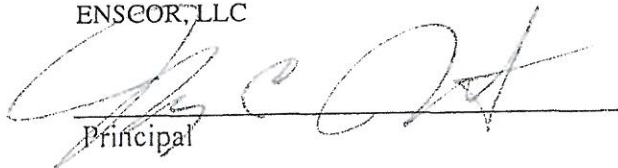
BARTLETT BLVD. SLOPE FAILURES AT CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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.

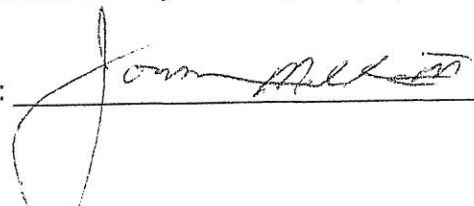
Print Name JEFF SMITH

ENSCOR, LLC

 (L.S.)
 Principal

Surety

Travelers Casualty and Surety Company of America

By:  Print Name: Joseph Madden III, Attorney-in-Fact

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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph Madden, III of Memphis, Tennessee** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

State of Connecticut

City of Hartford ss.



By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of September, 2018



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

BID PRICING SHEET

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

Project: FY2019-09-015 BARTLETT BLVD. SLOPE FAILURES AT CSX RAIL LINE

Proposal of ENSCOR, LLC (hereinafter called "Bidder")¹ a corporation, organized and existing under the laws of the State of TN, partnership, or an individual doing business as LIMITED LIABILITY COMPANY.

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

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **Bartlett Blvd. Slope Failures At CSX Rail Line**, 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 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$200.00 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:

Addendum No 1 9/24/2018

¹ Insert corporation, partnership or individual as applicable.

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

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

BARTLETT BLVD. SLOPE FAILURES AND CSX RAILROAD OVERPASS

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	CLEARING AND GRUBBING OF PROJECT SITE INCLUDING STOCKPILING OF TOPSOIL	4,000	SY	1.67	6680.00
2	COMPACTED FILL @ 4:1 SLOPE AS SPECIFIED TO STABILIZE SLOPE FAILURE AREA	5,200	CY	15.00	78,000.00
3	PLACEMENT OF STOCKPILED TOPSOIL ON PROJECT AREA PRIOR TO PLACEMENT OF SOD	4,000	SY	1.67	6680.00
4	PLACEMENT OF PINNED SOLID SOD ON PROJECT AREA	4,300	SY	5.00	21500.00
6	TRAFFIC CONTROL AS DETAILED	1	LS	5000.00	5000.00
7	EROSION CONTROL AS DETAILED (INCLUDING TEMP. CONSTRUCTION ENTRANCE)	1	LS	3500.00	3500.00
8	REGRADE, SEED AND MULCH DISTURBED AREAS OF BORROW AREA AT BARTLETT WWTP #1. REGRADE TO ALLOW MOWING	1	LS	2000.00	2000.00
9	REMOVE AND REPLACE 6-30 CURB AND GUTTER DAMAGED DURING EARTHWORK OPERATIONS	60	LF	40.00	2400.00
10	REMOVE AND REPLACE 4" CONCRETE SIDEWALK DAMAGED DURING EARTHWORK OPERATIONS.	300	SF	8.00	2400.00
11	FOR STREET REPAIR AFTER GRADING OPERATIONS: 8" CTB	74	CY	87.50	6475.00
12	FOR STREET REPAIR AFTER GRADING OPERATIONS: 2" ASPHALT SURFACE, TDOT 411D	38	TONS	200.00	7600.00

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
13	FOR STREET MAINTENANCE DURING GRADING OPERATIONS: LIMESTONE POT HOLE PATCH UTILIZING CR-610	10	TONS	50.00	500.00

TOTAL BID = \$ 142,735.00

TOTAL BASE BID IN WORDS:

ONE HUNDRED FORTY TWO THOUSAND
SEVEN HUNDRED THIRTY FIVE DOLLARS

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

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

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

Respectfully submitted:

ENSCOR, LLC

NAME OF FIRM

Email : JEFF@ENSCOR.NET

JEFF SMITH

Authorized Representative
 (Typed or Printed)

901-867-2297

Phone Number

[Signature]

Authorized Representative Signature
 (Required)

9/27/2018

Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ENCOR, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5566 Commanda Dr.

Requester's name and address (optional)

6 City, state, and ZIP code

ARLINGTON, TN 38002

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

58 - 2498528

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ► 9/27/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BARTLETT BLVD. SLOPE FAILURES At CSX RAIL LINE
 Sealed Bid #:FY2019-09-015
 Due Date: September 27, 2019

BID SUBMITTAL FORM

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

(Include an original, clearly identified, and two complete copies)

- ✓ 1. Notice to Bidders—NB-1
- ✓ 2. Drug and Alcohol Affidavit—DAA-1
- ✓ 3. Public Acts 109 Form – PA-1
- ✓ 4. Suspension and Debarment Certification Form – DCF-1 to DCF-3
- ✓ 5. Non-Collusion Affidavit of Principal Bidder—NCA-1
- ✓ 6. Contract Monitoring –CM-1
- ✓ 7. Title VI Plan – Title Vi-1 to Title VI-2
- ✓ 8. Bid Bond—BB-1 AND BB-2, or other approved forms
- ✓ 9. Bid Pricing Sheet—BPS-1 to BPS-3
- ✓ 10. Current year, signed W-9 form (IRS Form Rev. 11-2017)
11. Past Project References of Similar Work

1. City of Bartlett
2. City of Memphis
3. City of Olive Branch

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.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/09/18 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Becky Bailey

Department Head: Rick McClanahan

AGENDA ITEM

**Contract for Brother Blvd and Yale Rd resurfacing,
environmental, and design services.**

The Engineering Department requested a proposal to prepare NEPA (National Environmental Policy Act) documents and a design to resurface Brother Blvd and Yale Road (from Kirby Whitten to Brother) from Fisher and Arnold, Inc. This project is being funded with 80 percent federal and 20 percent local funds through the TDOT local programs office. Fisher and Arnold submitted a proposal to prepare all necessary documents to satisfy TDOT's NEPA requirements, prepare construction plans, and see the project through the bidding process for \$104,310.00 (\$29,705.00 for NEPA and \$74,605.00 for design). In addition, Fisher's proposal includes a price of \$200,000.00 to perform CEI services during construction. The Engineering Department recommends awarding this contract to Fisher for **NEPA and design only** in the amount of \$104,310.00.

Fisher has performed work for the City of Bartlett on other projects. A copy of the proposal is below.

Funding is available in Account 311.48311.780.4561.



FISHER ARNOLD
ENGINEERING INTEGRATION

June 11, 2018

Mr. Rick McClanahan, P.E.
Engineering Department Director
City of Bartlett
6382 Stage Road
Bartlett, TN 38134

**RE: BROTHER BOULEVARD AND YALE ROAD RESURFACING PROJECT
SCOPE/PROPOSAL**

Dear Mr. McClanahan:

Fisher & Arnold, Inc. ("F&A") is pleased to submit the following scope of work/proposal to the City of Bartlett ("the City") for providing environmental, engineering and construction engineering and inspection (CEI) services related to the design of resurfacing/sign & marking plans for Brother Boulevard (from Stage Road to Bartlett Road) and Yale Road (from Kirby Whitten Road to Brother Boulevard) in the City of Bartlett. The City is administering the project through the Tennessee Department of Transportation's (TDOT) Local Programs Office. The environmental process and design process will follow the procedures outlined in the current edition of the "Local Government Guidelines For The Management Of Federal And State Funded Transportation Projects", and NEPA requirements.

Based upon our understanding of the project, F&A's scope of work for the **Brother Boulevard and Yale Road Resurfacing Project** consists of completing the NEPA requirements first and includes the following tasks:

Task 1 – NEPA Document Preparation

Task 1.1 – Document Determination

Given the nature of the project and expected impact level, the NEPA document is assumed to be either a C-List Categorical Exclusion (CE) or Programmatic CE. This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). F&A will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and the FHWA will determine the level of documentation and technical studies required for this project.

Task 1.2 – NEPA Documentation

Based on the assumption that TDOT and the FHWA will determine that either a C-List CE or PCE is appropriate for this project, F&A will prepare the environmental technical studies and environmental document as described in the sub-tasks below in accordance with the Tennessee Environmental Procedures Manual (June 2011 edition) and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents. F&A will submit the environmental document electronically to the City for review and comment. After incorporating the City's comments, a preliminary Categorical Exclusion document will be submitted to TDOT for review and comment. After incorporating TDOT's comments, a final Categorical Exclusion will be submitted to TDOT for approval.

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Fax: 901.748.3115
Toll Free: 1.888.583.9724

www.fisherarnold.com

Mr. Rick McClanahan, P.E.

June 11, 2018

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Task 1.2.1 –Purpose and Need Statement

F&A will prepare a “Purpose and Need” statement for inclusion in the environmental document.

Task 1.2.2 –Project Alternatives

F&A will prepare a discussion of alternatives to be included in the environmental document. Given the nature that this is a resurfacing project, the alternatives discussed will be limited to a No-Build Alternative and one Build Alternative.

Task 1.2.3 –Relocation Impacts

No business, residential or no-profit organizations displacements are anticipated with the construction of the proposed project.

Task 1.2.4 –Ecology

It is not anticipated that a stand-alone Ecology Report or Protected Bat Survey will be required for this project. If an Ecology Report or Protected Bat Survey are deemed necessary by TDOT, these services can be provided by F&A in accordance with Additional Services clause of this agreement.

Task 1.2.5 –Floodplains

F&A will conduct a preliminary analysis of floodplains and floodways as part of the analysis and preparation of the environmental document.

Floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMs). F&A will also identify in the environmental document if the proposed project encroaches into any base (100-year) floodplain and/or any regulatory floodways.

Task 1.2.6 –Agency Coordination

F&A will prepare and send initial coordination letters to TDOT who will then submit to the following federal and state agencies requesting a review of the proposed project’s impacts to threatened and endangered species, wetlands, and/or streams. Along with the letter request, F&A will send a project location map.

- Tennessee Department of Environment and Conservation (TDEC)
- U.S. Fish and Wildlife Service (USFWS)
- U.S. Army Corps of Engineers (USACE)
- Tennessee Wildlife Resources Agency (TWRA)

Task 1.2.7 –Air Quality

TDOT’s Environmental Division will be responsible for preparing the air quality analysis which meets the requirements of the Clean Air Act Amendment and TDOT’s Air Quality Evaluation Policy.

TDOT will provide the results of the air quality analysis or statement to F&A and F&A will incorporate TDOT’s findings into the environmental document.

Task 1.2.8 –Noise Impacts

Given the scope, the project will classify as a Type III project under FHWA and TDOT guidelines. Type III projects do not require a noise analysis. F&A will coordinate with the TDOT Environmental Division for appropriate language to be included in the environmental document. If TDOT or any other agency determines additional noise analysis is required for this project, these services can be provided by F&A in accordance with Additional Services clause of this agreement.

Mr. Rick McClanahan, P.E.

June 11, 2018

Page 3

Task 1.2.9 –Section 4(f) Impacts

No Section 4(f) resources are anticipated to be affected by the proposed project.

Task 1.2.10 –Section 6(f) Impacts

No parks or Section 6(f) resources are anticipated to be affected by the proposed project.

Task 1.2.11 –Section 106 Assessment

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

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

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

If a Phase I Archaeological Survey or Assessment of Effects for Historic Properties Report is deemed necessary by TDOT and/or the SHPO, these services can be provided by F&A in accordance with Additional Services clause of this agreement.

Native American coordination will be completed by the TDOT Environmental Division, Archaeology Section and incorporated into the environmental document by F&A.

Task 1.2.12 –Hazardous Materials

TDOT's Environmental Division will be responsible for preparing the hazardous materials review. TDOT will provide the results of the hazardous materials review to F&A and F&A will incorporate TDOT's findings into the environmental document.

If additional studies such as a Phase I or Phase II Environmental Site Assessment are required, these services can be provided by F&A in accordance with Additional Services clause of this agreement.

Task 1.2.13 –Environmental Justice

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

Task 1.2.14 –Document Preparation and Distribution

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

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

Mr. Rick McClanahan, P.E.
June 11, 2018
Page 4

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

**If a higher level of environmental document is required other than either a C-List Categorical Exclusion or Programmatic Categorical Exclusion, any additional required technical studies will be performed after authorization by the Client in accordance with the Additional Services clause of this agreement.*

F&A Deliverables:

1. Copy of all correspondence and submittals to various regulatory agencies (1 electronic copy each, Adobe PDF format) to the Client
2. Section 106 Assessment to TDOT (1 electronic copy, Adobe PDF format)
3. Draft Categorical Exclusion document for City review (1 electronic copy, Adobe PDF format)
4. Draft Categorical Exclusion document for TDOT review (1 electronic copy, Adobe PDF format)
5. Final Categorical Exclusion document for TDOT review and approval (2 hard copies and 1 electronic copy, Adobe PDF format).

Total Task 1 (labor & expense) \$29,705.00 Lump Sum

Task 2 – Development of Design Plans

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

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

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

- Design plans in Accordance with TDOT Standards
- Perform early utility coordination
- Print and Submit Preliminary/ROW Plans to City
- Conduct Plan Review with City
- Address City's Review Comments
- Print and Submit Preliminary/ROW Plans to TDOT for Review
- Address TDOT's Review Comments
- Prepare Pavement Marking and Signage Plans
- Prepare Traffic Control Plans
- Print and Submit Final ROW Plans to City
- Address City's Review Comments
- Prepare Preliminary Engineer's Cost Estimate
- Submit Plans to Utility Companies

Mr. Rick McClanahan, P.E.

June 11, 2018

Page 5

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

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

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

F&A will send the construction plans to each of the utility owners identified as having potential impact for review and comment. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. F&A will document when the original documents were sent for review and follow up with each utility company throughout the review period. F&A will document all communication with each utility through the process and compile all communication into a single document. Once responses are received from each utility, F&A will update plans with any information obtained during the utility coordination process and submit document compiled of utility coordination responses to the TDOT Utilities Division for review and certification.

F&A Deliverables:

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

After receiving TDOT's ROW Plan Review Comments and approval, F&A will address TDOT's comments and prepare the Construction Plans, including Bid Book. The **Construction Plans development phase** (95% completion level for this task / 100% completion level at completion of bidding phase) will consist of the following:

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

Mr. Rick McClanahan, P.E.

June 11, 2018

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

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

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

F&A will assist the City with conducting one pre-bid meeting with potential bidders. F&A staff will respond to questions that arise during the bidding process and issue statements of clarification and/or bid addendums as appropriate.

F&A Deliverables:

1. *Two 24"x36" bond sets of the plans for City of Bartlett review.*
2. *Electronic Plan Submittals to TDOT and Utilities (PDF format, as required).*
3. *Bid Book (PDF format).*
4. *Final Sealed Plans for Bidding (24"x36" bond set and electronic in PDF format).*
5. *Engineer's Opinion of Probable Cost (PDF format).*
6. *TDOT Local Program forms as required to proceed to obtain NTP to Construction Phase.*

Total Task 2 (labor & expense) \$74,605.00 Lump Sum

Task 3 – Construction Engineering and Inspection (CEI)

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

3.1 Pre-Construction Conference.

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

3.2 Project Administration.

F&A will provide project administration and coordinate with the assigned TDOT Project

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

3.3 *Provide Construction Inspection.*

F&A will provide effective and qualified supervision of all inspection services being conducted. All field technicians will be certified in all applicable TDOT certification workshops that pertain to this resurfacing project; for example: Asphalt Roadway Paving Inspector, Asphalt Concrete Certified Plant Technician, Class 1 Concrete Technician, Soils and Aggregate Technician and Nuclear Gauge Training.

3.4 *Supplemental Agreements – Construction Change Orders.*

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

3.5 *Shop Drawings and Samples.*

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

3.6 *Quality Assurance, Testing for Acceptance and Training.*

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

3.7 *Progress Payments.*

F&A will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file

prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the 15th of each month.

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

3.8 *Distribution of Correspondence.*

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

3.9 *Inspection of Work.*

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

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

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

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

Mr. Rick McClanahan, P.E.
 June 11, 2018
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3.11 Reports.

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

3.12 Final Records.

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

Total Task 3 (labor & expense) \$200,000.00 Lump Sum

Fee Summary

F&A will perform the Scope of Services as described under Tasks 1 – 3 for a lump sum fee of **\$304,310.00**.

Task 1 – NEPA Document Preparation.....	\$29,705.00
Task 2 – Development of Design Plans	\$74,605.00
Task 3 – Construction Engineering and Inspection (CEI).....	<u>\$200,000.00</u>
Total (Lump Sum).....	<u>\$304,310.00</u>

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

Sincerely,

FISHER & ARNOLD, INC.



John Pankey, P.E.
 Vice President

JP/mkg

Cc: Mr. Rick Gafford, P.E.

O:\MARKETING\PROPOSAL\PLANNING\JohnP\McClanahan (Brother-Yale Resurf) 06-11-18.docx

Attachment: Brother - Yale Resurfacing Proposal - Fisher (2419 : Contract for NEPA and Design Services)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/09/18 07:00 PM
Department: Engineering
Category: Contract
Prepared By: Erin Campbell
Department Head: John Horne

AGENDA ITEM

Subdivision contract for Appling Brother Corporate Park, Lot 1A.

SUBDIVISION & SITE PLAN CONTRACT

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and ENGINEERED MEDICAL SYSTEMS, LLC hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of July 2, 2018, approved the Subdivision and Site Plans for ENGINEERED MEDICAL SYSTEMS, and established certain conditions for approval of this Subdivision and Site Plan 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 Site Plan, Grading, Sanitary Sewer and Erosion Control Plans 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 and Site Plan Contract is entered into by the CITY at the insistence 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 Site Plan, Grading, Sanitary Sewer and Erosion Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

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

follows:

I

GENERAL PROVISIONS

1. That the DEVELOPER shall at its expense provide all improvements and installations to be constructed as set forth herein and on the approved Site Plan, Grading, Sanitary Sewer and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of the proposed grading and erosion control measures 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 site plan.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter

accept responsibility for all the maintenance of all improvements.

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

7. 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 BOARD OF MAYOR AND ALDERMEN.

8. 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.

9. 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.

10. 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 site plan in accordance with the approved

Master Plan, 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.

11. 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.

12. 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.

13. 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.

14. 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 sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, 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. Said plans 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, 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.

III

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 site plan. 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 and TDEC approval. All freshly excavated 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 site. 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. It is

noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures 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 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 property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.

2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

3. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY

OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

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

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

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

7. 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 grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. 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 erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents 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. 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.
4. That the DEVELOPER shall complete all improvements in this contract within 360 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.

VI

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 for said improvements 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 Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

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.

Attachment: EMS Contract 2018-9-26 (2428 : Appling Brother Corp Park Lot 1A (EMS) Subdivision Contract)

VIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY
TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE
DETAILED FOR: **Engineered Medical Systems, LLC**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$36,515.00)		<u>\$5,477.25</u>
2.	a. 'Water System Engineering and Subdivision Review @) 6% of Water Main Cost \$36,515.00		<u>\$2,190.90</u>
	b. Subdivision and Site Plan Review Fee @ \$175 per lot or 1.5% of Public Improvement Cost, whichever is greater \$175 x 1 = \$ 175.00 1.5% of \$76,910.00 \$1,153.65		<u>\$1,153.65</u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) Minimum charge of \$25 per contract \$10.00 implies \$10.00 \$25.00 implies \$25.00		<u>\$75.00</u>
4	Water Connection Fee @ \$3,000.00 per service (1) Domestic, (1) Irrigation 0		<u>Previously Paid</u>
5	City Site Plan Inspection @ A: 3% of Development Cost \$2,307.30 or B: \$300.00 per Lot, \$300.00 Whichever is greater Development Cost = \$76,910.00		<u>\$2,307.30</u>
6	Cost of Water and Sewer Mains to the Subdivision		
SEWER BASIN: SOUTH			
7	Sewer Connection Charge at Greater of either @ \$2333 per acre 3.45 Acres (Total Site) \$ 8,048.85 \$8,048.85 (or) \$33 per Front Foot x 830' \$27,390.00		<u>Previously Paid</u>

DRAINAGE BASIN: SOUTH

- 8 a. 'Drainage Control Fee for those lots
not served by a Detention Basin at \$500.00 per half acre or fraction thereof
(in multiples of \$500)

- b. 'Drainage Control Fee for those lots
served by a Detention Basin at \$250 per half acre or fraction thereof
(in multiples of \$250)

7.35 Acres Detained

Previously Paid

- 9 City portion of Water Improvements N/A

TOTAL DUE CITY \$11,204.10

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) \$ -

2. Street Light (Estimated) \$ -

TOTAL DUE II \$ -

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

\$76,910.00

Attachment: EMS Contract 2018-9-26 (2428 : Appling Brother Corp Park Lot 1A (EMS) Subdivision Contract)

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER:
ENGINEERED MEDICAL SYSTEMS, LLC

By:_____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY:_____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: EMS Contract 2018-9-26 (2428 : Appling Brother Corp Park Lot 1A (EMS) Subdivision Contract)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/09/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Stefanie McGee

Department Head: Dick Phebus

Authorization to open new Court Bail Bond bank account.

Certified Resolutions of Board of Directors (Corporation)

5.9.a

First Tennessee Bank

I, Stefanie McGee, do hereby certify that I am the duly elected and qualified Secretary of Bartlett Board of Mayor and Aldermen, a corporation in good standing, not in dissolution, and organized under the laws of the State of Tennessee, that the following is a true copy of certain resolutions duly adopted at a meeting of the Board of Directors on the 9th day of October, 2018 and that such resolutions are now in full force and effect, and not contrary to law, the charter of the bylaws of the corporation.

(1) **DEPOSITORY. RESOLVED**, that First Tennessee Bank National Association ("Bank") is designated as a depository of this corporation, and that an account in the Bank in the name of, for and on behalf of this corporation, be revised or opened in the following:

Account Name	Account Number
CITY OF BARTLETT	
COURT BAIL BOND	

(2) **AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT. RESOLVED**, that delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and in whatever manner endorsed, shall authorize the Bank to place the same to the credit of the corporation, under terms set forth in the Bank's Depositor Agreement, and such credits may be withdrawn: (1) by debit card issued to the corporation as set forth in the Cardholder Agreement, or (2) by check, draft, or other order executed for the corporation by any of the following persons, even though the corporation might have an internal requirement requiring more than one signature.

Title	Typed Name	Signer's SSN	Signature
CITY COURT CLERK	WILLIAM C. LLOYD		
SENIOR CLERK	E. JOLAINE COOK		
COORDINATOR II	PAMELA F. KIRBY		

(3) **AUTHORIZED FOR INFORMATION ONLY. RESOLVED**, that the Bank is authorized to release Account information to the following person(s) upon request or inquiry:

Title	Typed Name	Signer's SSN	Signature

1 Secretary's initials _____

Attachment: bank account (2435 : Court Bail Bond bank account)

Certified Resolutions of Board of Directors (Corporation)

5.9.a

First Tennessee Bank

I, _____, do hereby certify that I am the duly elected and qualified Secretary of _____, a corporation in good standing, not in dissolution, and organized under the laws of the State of _____, that the following is a true copy of certain resolutions duly adopted at a meeting of the Board of Directors on the ____ day of _____, ____ and that such resolutions are now in full force and effect, and not contrary to law, the charter of the bylaws of the corporation.

(1) **DEPOSITORY.** *RESOLVED*, that First Tennessee Bank National Association ("Bank") is designated as a depository of this corporation, and that an account in the Bank in the name of, for and on behalf of this corporation, be revised or opened in the following:

Account Name	Account Number

(2) **AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT.** *RESOLVED*, that delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and in whatever manner endorsed, shall authorize the Bank to place the same to the credit of the corporation, under terms set forth in the Bank's Depositor Agreement, and such credits may be withdrawn: (1) by debit card issued to the corporation as set forth in the Cardholder Agreement, or (2) by check, draft, or other order executed for the corporation by any of the following persons, even though the corporation might have an internal requirement requiring more than one signature.

Title	Typed Name	Signer's SSN	Signature
SKILLED CLERK	MELISSA L. RIPP		
SKILLED CLERK	AYASHA S. JONES		
FINANCE MANAGER	KRISTI R. FRANCAVILLA		

(3) **AUTHORIZED FOR INFORMATION ONLY.** *RESOLVED*, that the Bank is authorized to release Account information to the following person(s) upon request or inquiry:

Title	Typed Name	Signer's SSN	Signature

1 Secretary's initials _____

Attachment: bank account (2435 : Court Bail Bond bank account)

Certified Resolutions of Board of Directors (Corporation)

5.9.a

First Tennessee Bank

I, _____, do hereby certify that I am the duly elected and qualified Secretary of _____, a corporation in good standing, not in dissolution, and organized under the laws of the State of _____, that the following is a true copy of certain resolutions duly adopted at a meeting of the Board of Directors on the ____ day of _____, ____ and that such resolutions are now in full force and effect, and not contrary to law, the charter of the bylaws of the corporation.

(1) **DEPOSITORY.** *RESOLVED*, that First Tennessee Bank National Association ("Bank") is designated as a depository of this corporation, and that an account in the Bank in the name of, for and on behalf of this corporation, be revised or opened in the following:

Account Name	Account Number

(2) **AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT.** *RESOLVED*, that delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and in whatever manner endorsed, shall authorize the Bank to place the same to the credit of the corporation, under terms set forth in the Bank's Depositor Agreement, and such credits may be withdrawn: (1) by debit card issued to the corporation as set forth in the Cardholder Agreement, or (2) by check, draft, or other order executed for the corporation by any of the following persons, even though the corporation might have an internal requirement requiring more than one signature.

Title	Typed Name	Signer's SSN	Signature
MAYOR	A. KEITH MCDONALD		
CHIEF ADMINISTRATIVE OFFICER	MARK S. BROWN		
FINANCE DIRECTOR	C. RICHARD PHEBUS		

(3) **AUTHORIZED FOR INFORMATION ONLY.** *RESOLVED*, that the Bank is authorized to release Account information to the following person(s) upon request or inquiry:

Title	Typed Name	Signer's SSN	Signature

1 Secretary's initials _____

Attachment: bank account (2435 : Court Bail Bond bank account)

Certified Resolutions of Board of Directors (Corporation)

5.9.a

First Tennessee Bank



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Attachment: bank account (2435 : Court Bail Bond bank account)

2 | Secretary's initials _____

First Tennessee Bank



(4) **FACSIMILE SIGNATURES.** *RESOLVED*, that Bank is authorized to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing below, and Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature may be affixed if such signature resembles the following facsimile specimen(s) hereby certified to the Bank:

Title	Typed Name	Facsimile Specimen

(5) **LOANS.** *RESOLVED*, that the following persons,

Title	Typed Name	Signature

(is) (are jointly) authorized on its behalf, at any time and from time to time, until said authority is duly revoked by and written notice thereof received by the Bank: to effect for the company a loan or loans or other credit extensions from the Bank; to execute on behalf of the company any note or notes or other instruments evidencing obligations of the company, including application agreements and other related documentation pertaining to letters of credit and renewals, modifications, or extensions thereof, to pledge, mortgage, hypothecate, or in any other manner create a lien upon any assets of the corporation as collateral and security for any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or modifications thereof; to rediscount with the Bank, bill receivable of the corporation; and to execute any mortgages, deeds of trust, security agreements, assignments, or other security instruments as the Bank may require in order to secure this corporation's indebtedness, liabilities, and obligations to the Bank, whether now existing or hereafter created or arising, due or to become due, absolute or contingent;

(6) **APPLICATION OF FUNDS.** *RESOLVED*, that the Bank shall be under **no** obligation to inquire as to the application of any funds withdrawn from the above referenced deposit account, even if the withdrawal order is payable to the agent of the corporation executing it or the funds are withdrawn for personal use or credit, not to inquire as to the application of loan proceeds received from the bank by an authorized officer.

3 | Secretary's initials _____

Attachment: bank account (2435 : Court Bail Bond bank account)

Certified Resolutions of Board of Directors (Corporation)

5.9.a

First Tennessee Bank

(7) **SERVICES AGREEMENTS.** *RESOLVED*, that the following individual(s) is/are authorized to execute agreements under which Bank provides certain services:

Title	Typed Name	Signature
MAYOR	A. KEITH MCDONALD	
CHIEF ADMINISTRATIVE OFFICER	MARK S. BROWN	
FINANCE DIRECTOR	C. RICHARD PHEBUS	

IN WITNESS WHEREOF, I hereunto affix my signature on this 9TH day of October, 2018

Secretary Signature:	
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CONFIRMATION: If these resolutions authorized the secretary to withdraw or borrow funds, please confirm below with another corporate officer's signature.

Confirmation Signature:	
Confirmation Title:	

Attachment: bank account (2435 : Court Bail Bond bank account)

4

Secretary's initials _____



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2421)

Meeting: 10/09/18 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2421

Resolution 29-18, a resolution to amend the Fiscal Year 2019 Grants Fund and Capital Improvements Fund budgets to appropriate funds for a TDOT resurfacing project on Yale Road from Kirby Whitten Road to Brother Boulevard.

WHEREAS, the City of Bartlett has been approved for a grant from the Tennessee Department of Transportation for funding under the Surface Transportation Block Grant Program of the Yale Road resurfacing project for the City; and

WHEREAS, the grant project will include design, engineering, construction and inspection; and

WHEREAS, the estimated total project cost is \$2,410,000 with the City of Bartlett 20 percent local match estimated to be \$482,000, which is included in carryover funds from FY2018 CIP budget;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Fiscal Year 2019 Grants Fund and Capital Improvement Fund budgets are amended to appropriate funds necessary to complete the project as provided below:

<u>Fund Account Number</u>	<u>Expenditures</u>	<u>Revenues</u>
131.43100.999.0849	\$1,928,000	
131.30000.33683.0859		\$1,928,000
311.48311.36705.4561		\$1,928,000
311.48311.780.4561	\$2,410,000	
311.48311.391810.4561		\$482,000
311.48311.391810.456		(\$482,000)
311.48311.780.456	(\$482,000)	

Adopted this day of October 9, 2018

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk