



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, OCTOBER 8, 2019 - BARTLETT CITY HALL - 7:00 PM

INVOCATION

Opening Prayer by Mark Gates, Bartlett Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, October 10 at 7 p.m.

Bartlett Historical Society, October 14 at 7 p.m.

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

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

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

Historic Preservation Commission, October 21 at 7 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the September 24, 2019 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 19-04, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Residential Mixed Use Development; to amend Article V Chart I, Uses Permitted in Zoning Districts by adding Residential Mixed Use Development allowed with a Special Use Permit; and by replacing Article VI, Supplementary District Regulations Section 29, RC Residential Condominium Overlay District with RMU Residential Mixed Use Overlay District. (Kim Taylor, Director of Planning and Economic Development) The public hearing is set for October 22, 2019.**

CONSENT AGENDA**1 Special event permit for Walk of Hope "The Spring Steppin in Faith" Fall Cancer Walk. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, October 19 from 8 a.m. to 11 a.m. at Saint Francis Hospital-Bartlett.

2 Bid for Justice Center Roof Replacement. (Glen Williamson, Chief of Police)

Recommend accepting the lowest qualifying bid from Affordable Construction at a cost of \$256,840. Funds are available in Account 311.48311.780.209.

3 Bid for two Ford F-550 regular cab trucks with 4x2 Godwin 184 dump beds. (Mike Adams, Director of Public Works)

Recommend accepting the lower bid from Landers Ford Collierville at a cost of \$58,291.90 each for a total cost of \$116,583.80. Funds are available in Account 122.48122.935.

4 Bid for a Crawler Dozer. (Matt Crenshaw, Assistant Director of Public Works)

Recommend accepting the sole bid from Stribling Equipment at a cost of \$143,988.00. Funds are available in Account 311.48311.785.30720.

5 Contract for Construction Oversight with CSX Transportation at Bartlett Blvd. Bridge Rehabilitation (Rick McClanahan, Director of Engineering)

Recommend accepting the Construction Agreement from CSX Transportation, Inc. (CSXT) in the amount of \$148,818.00. Funds are available in Account 311.48311.780.302.

6 Subdivision Contract for Brunswick Village Phase 2. (John Horne, Assistant Director of Engineering)

The developer, Regency Homebuilders, will pay \$5,957.19 in City fees. The bond is set at \$191,906.46.

7 Bid for one Sport Utility Vehicle. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Freeland Automotive for one 2020 Jeep Grand Cherokee Laredo at a cost of \$25,000.00. Funds are available in Account 311.48311.785.42020.

NEW BUSINESS

- 1 Appoint Mariesa Bridges to Historic Preservation Commission. (A. Keith McDonald, Mayor)**
- 2 Resolution 33-19, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice FY19 Programs in the amount of \$10,415.83 and to amend the Fiscal Year 2020 Grant Fund to appropriate the funds. (Dick Phebus, Director of Finance)**
- 3 Resolution 34-19, a resolution to amend the Fiscal Year 2020 Grants Fund budget to appropriate funds for a State of Tennessee Department of Environment and Conservation direct appropriation for paving walking paths. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION**ADJOURNMENT**



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 24, 2019 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Alderman David Parsons

FUTURE MEETINGS

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

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

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

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

Planning Commission, October 7 at 7 p.m.

RECOGNITIONS

Badge Presentation for Canine Officer Athos

Recognition for Officer Aaron Meadows upon completion of K-9 Handler Training

Chief of Police Glen Williamson recognized Officer Aaron Meadows and K-9 Athos as newest members of the Canine Unit.

Fire Department Badge Presentation

Fire Chief Terry Wiggins and Vice Mayor Jack Young presented badges to newly promoted Battalion Commander Kevin Smith and Lieutenant Matthew Hill.

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

MINUTES ACCEPTANCE

Minutes of the September 10, 2019 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Sep 24, 2019 7:00 PM (MINUTES ACCEPTANCE)

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

PUBLIC HEARING

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

- I. Resolution 24-19, a resolution amending the Special Use Permit for Cedar Hall Bed and Breakfast to add a tea room, gift shop, off-site catering, and wedding venue at 3712 Broadway Road.

No one spoke for or against Resolution 24-19.
Adjourned at 7:11 p.m.

UNFINISHED BUSINESS

- I **Resolution 24-19, a resolution amending the Special Use Permit for Cedar Hall Bed and Breakfast to add a tea room, gift shop, off-site catering, and wedding venue at 3712 Broadway Road. (Kim Taylor, Director of Planning and Economic Development)**

Director of Planning Kim Taylor stated the Planning Commission has approved amending the special use permit for Cedar Hall Bed and Breakfast to add a gift shop, tea room, off-site catering and wedding venue at 3712 Broadway Road as ancillary uses.

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

CONSENT AGENDA

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

- I **Bid for one 2020 Chevrolet Traverse. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid from Freeland Chevrolet at a total cost of \$29,325.00. Funds are available in Account 311.48311.785.50720.
- 2 **Bid for 10 Dodge Chargers. (Glen Williamson, Chief of Police)**
Recommend accepting the lowest bid from Freeland Fleet for 10 Dodge Chargers for a total cost of \$217,010.00. Funds are available in Account 311.48311.780.20320.

Minutes Acceptance: Minutes of Sep 24, 2019 7:00 PM (MINUTES ACCEPTANCE)

- 3 **Bid to equip 10 police vehicles. (Glen Williamson, Chief of Police)**
Recommend accepting the lowest bid from ComServ Wireless at a total cost of \$55,580.00. Funds are available in Account 31148311.780.20320.
- 4 **Purchase six in-car video cameras. (Glen Williamson, Chief of Police)**
Request authorization to purchase six Watchguard in-car video cameras from Watchguard at a total cost of \$36,180.00. Watchguard is a sole-source provider. Funds are available in Account 31148311.780.20320.
- 5 **Purchase six in-car laptops and e-ticket printers. (Glen Williamson, Chief of Police)**
Request authorization to purchase six Panasonic Toughbook in-car laptops, adapters and docking stations at a cost of \$3,831.97 each, and six Brother RuggedJet RJ-3150 in-car e-ticket printers at a cost of \$611.26 each, for a total cost of \$26,659.38 from CDW-G. This purchase will be made from the National Intergovernmental Purchasing Alliance contract. Funds are available in Account 31148311.780.20320.
- 6 **Bid for a walking floor transport trailer. (Matt Crenshaw, Assistant Director of Public Works)**
Recommend accepting the lowest bid from Mac Trailer at a cost of \$81,697.00. Funds are available in Account 122.48122.939.
- 7 **Planning Commission Report for September 2019. (Kim Taylor, Director of Planning and Economic Development)**
Item 1 - Ordinance 19-04 Residential Mixed Use Development Ordinance to Amend the Bartlett Zoning Ordinance was forwarded to the Board of Mayor and Alderman for approval.
Item 2 - Final Plan for Brunswick Village at Wolfchase P.D., Phase 2, Area "B" Revision 2, was approved with conditions.

NEW BUSINESS

- 1 **Resolution 31-19, a resolution to amend the Fiscal Year 2020 Grant Fund budget to provide for appropriation of additional CDBG grant funds. (Dick Phebus, Director of Finance)**

Mr. Phebus noted this resolution would increase the Community Development Block Grant fund from \$200,000 to \$300,000.

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

- 2 **Resolution 32-19, a resolution to amend the Fiscal Year 2020 Bartlett City Schools Education Capital Project Fund and General Purpose School Fund. (Dick Phebus, Director of Finance)**

The Board of Mayor and Alderman must approve resolutions for the Board of Education.

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

- 3 **First Reading of Ordinance 19-04, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Residential Mixed Use Development; to amend Article V Chart I, Uses Permitted in Zoning Districts by adding Residential Mixed Use Development allowed with a Special Use Permit; and by replacing Article VI, Supplementary District Regulations Section 29, RC Residential Condominium Overlay District with RMU Residential Mixed Use Overlay District. (Kim Taylor, Director of Planning and Economic Development)**

Ms. Taylor explained Ordinance 19-04 will permit residential mixed use in commercial and office zoning districts. The mixed use will be allowed on residential zoned properties that abut commercial or office zoning, or properties that have commercial or office split zoning with residential zoning. This ordinance will expand the housing types within the mixed use development as compared to the current RC zoning overlay only permitting commercial, office and condos.

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

OPEN DISCUSSION

Alderman Simmons reminded everyone of the upcoming Bartlett Festival and BBQ Contest.

BPACC Director Michael Bollinger presented a slide show presentation of the Bartlett Performing Arts Conference Center's 2019-2020 Season.

Brandon Weise, 7035 Parkbrook Lane, Cordova, Tenn., announced his candidacy for State Representative, District 97.

ADJOURNMENT

Meeting adjourned at 7:27 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Sep 24, 2019 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2674)

Meeting: 10/08/19 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Sam Harris

Initiator: Kim Taylor

Sponsors:

DOC ID: 2674

Ordinance 19-04, an ordinance to amend the City of Bartlett Zoning Ordinance, by amending Article I, Section 2, Definitions, to add Residential Mixed Use Development; to amend Article V Chart I, Uses Permitted in Zoning Districts by adding Residential Mixed Use Development allowed with a Special Use Permit; and by replacing Article VI, Supplementary District Regulations Section 29, RC Residential Condominium Overlay District with RMU Residential Mixed Use Overlay District.

WHEREAS, the Board of Mayor and Aldermen finds that the intent and purpose of all residential zoning districts in the City of Bartlett is to establish areas that are primarily residential in character; and

WHEREAS, with the rise of the sharing economy, the City of Bartlett and cities across the country have seen growth in the popularity of residential mixed use developments, which are a mixture of residential housing types with commercial and office uses; and

WHEREAS, with the growing need for housing choices and sustainable communities, said Ordinance will assist with providing new housing options with commercial and office uses to support the local economy; and

WHEREAS, the City of Bartlett Planning Commission reviewed the proposed amendment during its regular meeting held on September 9, 2019, and made a recommendation to the Board of Mayor and Aldermen that the proposed amendment be approved; and

WHEREAS, a public hearing before the Board of Mayor and Aldermen was held on October 22, 2019, pursuant to notice thereof published in a newspaper of general circulation on October 3, 2019.

WHEREAS, the Board of Mayor and Aldermen desires to amend the Bartlett Zoning Ordinance by amending Article I, Section 2, Definitions, to add Residential Mixed Use Development; to amend Article V Chart I, Uses Permitted in Zoning Districts by adding Residential Mixed Use Development allowed with a Special Use Permit; and by replacing Article VI, Supplementary District Regulations Section 29, RC Residential Condominium Overlay District with RMU Residential Mixed Use Overlay District.

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

Article I, Section 2, Definitions, shall be amended to add the following definition:

Residential Mixed Use Development - A development that includes primarily residential land uses along with commercial/retail and office uses within the same development.

Article V Chart I, of the Bartlett Zoning Ordinance, Uses Permitted in the Zoning Ordinance shall be amended as follows:

Add the following language to the "Legend" after the "S- Uses recommended for approval with Special Use Permit approval by the Planning Commission and the Board of Mayor and Aldermen"; S* Special Use Permit with the addition of a Master Plan of Development concept and Outline Plan of Conditions.

Article VI, Supplementary District Regulations Section 29, RC Residential Condominium Overlay District to be replaced by RMU Residential Mixed Use Overlay District as follows:

A. General Description

The "Residential Mixed Use" (RMU) is a site specific special use intended to allow residential uses with mixed uses including commercial and office developments in buildings of two or more stories. Also, single family residential may be integrated into the overall development but it is the intent of this ordinance that the mixed use character be maintained. The RMU shall be applied for as a Special Use Permit that will be reviewed by the Planning Commission, requiring the final action of the Board of Mayor and Aldermen.

B. General Requirements for the Special Use Permit

The Special Use Permit for the RMU may be allowed in suitable areas of the City of Bartlett having one of the following "office" or "commercial" zoning classifications: OR-1, OR-2, O-C, C-L, C-G, C-H, or SC-1. The RMU may also be allowed in residential zoning districts (RE, RS, R-TH, RM) where existing commercial and office zoning directly abuts residential zoning or on lots with combination zoning that includes residential zoning along with commercial, and/or office zoning, and having major and/or minor road frontage.

Density, yards, and lot coverage within the proposed development will be regulated to ensure adequate sunlight, air, and open space. A 5-acre minimum is required, except for properties within the Bartlett Station area (CG-MS General Business Main Street Overlay District). Density is subject to available sewer and water capacity. The location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.

The provisions of this ordinance shall supersede any more restrictive provisions of the underlying zoning ordinance, except where noted.

Board of Mayor and Aldermen and/or Planning Commission: The application for the Special Use Permit must include:

- 1) A Master Plan of Development conceptual sketch design that provides the location of land uses with acreages and/or square footages, number of residential units, major, minor and collector roads, streetscape, and landscape screen delineations.
- 2) An outline plan describing the rules, regulations, and requirements for the development.

C. Development Requirements

Planning Commission: Following the approval of the RMU Special Use Permit by action of the Board of Mayor and Aldermen, the applicant shall apply to the Planning Commission by way of the individual applications in the order as listed:

- 1) Master Plan that provides the locations of all land uses and land use acreages as they relate to the layout of the buildings and number of buildings (units and/or square footages), parking areas, driveways, alleys, roads, open space, landscaping, garbage collection areas, etc. with an outline plan
- 2) Construction Plan
- 3) Final Plan with the final outline plan
- 4) Site Plan

The Master Plan application may include a phasing plan for the development with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.

When the proposed development does not require the subdivision of land, the applicant will be required to obtain approval of the Master Plan of Development from the Planning Commission with an outline plan and may propose a phasing plan. Upon the approval of the Master Plan of development the applicant shall return to the Planning Commission with a site plan application including construction details for necessary infrastructure and/or public improvements.

A final plat shall be recorded within five years from the date of the approval of the Special Use Permit for the RMU; or, if no subdivision of land is needed, a site plan must be approved and a building permit must be current within five years of the approval date by the Board of Mayor and Aldermen for the Special Use Permit. The Board of Mayor and Aldermen may grant an extension of time based upon the written request by the applicant/developer prior to the five year expiration date of the Special Use Permit. The Board of Mayor and Aldermen will conduct a public hearing to determine the applicability of granting the time extension. If the final plat is not recorded, or the building permit has expired within the allotted time period, the underlying zoning will apply to any future development of the property.

Design Review Commission: The environment of the development must be desirable in

character while incorporating sustainable features. Following Final Plan and Site Plan approval from the Planning Commission, the applicant shall obtain Design Review Commission approval for building exterior materials and colors, all common open space feature materials, landscaping, subdivision fence, lighting, garbage collection areas, and signage.

D. Uses Allowed:

1. Residential single family homes, townhomes, apartments and condominiums in multi-story buildings.
2. Banks/Credit Unions (not Consumer Lending), Beauty/Barber Shops, Child Care Center (13+), Church, Convenience Store, Pharmacy/Drug Store, Hotel, Indoor Flower or Plant Store, Grocery and/or Food Market, Offices, Medical Clinics, Small Fitness Centers (3,000 square feet or less), Restaurants, Retail Shops (new merchandise), Retail Bakery, Antique Store (not second hand goods) Business Services, and Personal Services.

A combination of retail, personal service, business service, office and coffee shop uses may be permitted on the first floor in buildings of two or more stories with residential uses located on the second, third or fourth stories. However, certain building designs may incorporate commercial/office uses in limited areas on the upper floors of the building. Free-standing restaurants over 3,000 square feet (kitchen and seating area combined) or with drive thru windows service, and free-standing office and commercial retail buildings and uses over 3,000 square feet will only be permitted on outparcels of the development that have major or minor road frontage, or located in a pre-designated area within the development plan that is identified in the Master Plan of Development.

E. Yard Requirements and Setbacks:

Minimum yards shall be as listed in Article V, Chart 2. However, the applicant may propose to the Planning Commission reduced setback and yard requirements with the Special Use Permit application. The applicant may incorporate transect (template) designs into the Master Plan to show setbacks and yards as they relate to street frontages, sidewalks and building frontages, side and rear yards, alleys with rear load garages, and parking areas. Lot coverage requirements in the residential sections of the development will be based on the setbacks.

F. Building Height:

Building height shall be as listed in Article V, Chart 2. Provisions shall be made to ensure adequate water pressure throughout buildings for both fire protection and domestic use, as determined by the appropriate City departments.

G. Off-Street Parking:

The number of off-street parking spaces shall be as provided in Article VI, Section 12, Part B of

the Bartlett Zoning Ordinance for commercial/office and residential uses. However, should the applicant provide evidence that less than the minimum number of required parking is needed (based on the use), the Planning Commission may approve a reduction in the required number of parking spaces.

1. Single Family and Townhomes: Parking area designs that would result in a cluttered appearance along street frontages are discouraged. Although street parking and front load garages are permitted. Where streets are 22-feet wide or less, parking inlets shall be installed adjacent to the sidewalk so as to keep the driving surface clear of vehicles. Front load garages must be recessed at least 20-feet from the front porch or wall of the house.
2. Alleys will be permitted with rear load garages. A two car rear load garage is required to have a parking pad in front of the garage door setback at least 20-feet from the alley. Where rear loaded garages are not setback at least 20-feet from the alley, a parking pad shall be provided alongside of the garage.
3. Condominiums, Multi-Family Units, and Commercial: An off-street parking lot may be placed between a street and a building with a streetscape landscape screen as provided in Article VI, Section 23 of the Tree and Landscape Ordinance, but parking behind or on the side of buildings is preferred with a front yard setback up to the required streetscape when not in conflict with utilities. Parking structures may be permitted to avoid excessive use of land for surface parking.

Assigned parking spaces for tenants and guests are highly encouraged. Parking areas shall be separated with a designation for commercial/office uses.

H. Green Open Space:

Plans for open space on the site or development plan shall be prepared by a registered landscape architect. Green open space for the entire development shall be required at 20% of the overall acreage. Green open space shall be dispersed throughout the development, but it shall also be placed in locations for the convenience of the residents.

Storm-water detention areas may only be included in the 20% green open space requirement when it is incorporated into useable areas such as: pocket parks, play yards, walking trails, water activity and communal areas.

In addition to the 20% green open space requirement, the applicant shall follow the development requirements of Article VI, Section 23 of the "Tree and Landscape Ordinance" to comply with the tree density count, streetscape, parking areas, garbage collection areas, and landscape screening requirements. Also, where an RMU abuts an existing single family

residential development, a 30-foot wide landscape screen and fence will be required with a 100-foot building setback. The landscape screen may be reduced to 20-feet with a building setback of 50-feet when a section of single family residential homes or townhomes not to exceed 35-feet in height are placed abutting the existing single-family residential neighborhood.

I. Communal space and amenities:

Communal space may include amenities within the development such as shared live-work space, community gathering rooms for social events, pocket parks, splash parks, play yards, walking trails, outdoor activity areas, dog parks, and carwash bays. Also, the integration of some of the natural features with activity areas within the landscape like a rope swing across a creek that is part of the water detention, etc. Creativity in the design of communal space is highly encouraged.

A central mail delivery location is required by the US Postal Service.

J. Connectivity:

Walkable connective pedestrian sidewalks shall be designed throughout the development so that all uses are easily accessible and comply with ADA requirements.

K. Property Maintenance:

A property maintenance association and/or homeowner association shall be assigned the duties of the exterior building maintenance and grounds keeping maintenance for the entire development. This includes but is not limited to: all building exteriors and roofing, landscaping, common amenities, lighting, garbage collection, street cleaning and repaving, storm-water detention basin(s) mailboxes and signage. A note to this effect shall be placed on the final recorded plat for the development.

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

FIRST READING: September 24, 2019

SECOND READING: October 8, 2019

THIRD READING: October 22, 2019

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

A. Keith McDonald
Mayor

ATTEST: _____

Penny Medlock
City Clerk

HISTORY:

09/24/19 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 10/08/19

Ms. Taylor explained Ordinance 19-04 will permit residential mixed use in commercial and office zoning districts. The mixed use will be allowed on residential zoned properties that abut commercial or office zoning, or properties that have commercial or office split zoning with residential zoning. This ordinance will expand the housing types within the mixed use development as compared to the current RC zoning overlay only permitting commercial, office and condos.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/08/19 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Walk of Hope "The Spring Steppin in Faith" Fall Cancer Walk.



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

St. Francis Hospital Bartlett - 2996 Kate Bond Rd. 38133
 Address Zip Code

October 19, 2019 8:00 am - 11:00 am
 Dates of the Event Hours of the Event

Walks to raise funds for cancer treatment, non-profit organization
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

Property Owner

Oak Spring Baptist Church 10250 Godwin Rd. Arlington 38002
 Special Event Permit Applicant Address of Applicant

901-829-3562 901-829-3563
 Phone Number Fax Number

Angela L. McWay - contact - event coordinator

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) Rental company will supply
- ☐ Special Event Checklist
- ☒ Map
- ☐ Sign or Banner

\$60.00 Special Event Fee
\$4.00 Permit Issuing Fee
\$ 2% Credit Card Fee
\$ Total Permit Fee

Responsible Person

Date

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

APPROVAL

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

Attachment: 2996 KATE BOND RD-WALK OF HOPE-2019 (2688 : Walk of Hope "The Spring Steppin in Faith")



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

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

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

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 100	CONTACT NAME: PHONE (A/C, No, Ext): 901-321-1000 FAX (A/C, No): 901-321-1099 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Oak Spring Baptist Church 10250 Godwin Road Arlington TN 38002	INSURER A: All America Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 20222

COVERAGES

CERTIFICATE NUMBER: 1193144261

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		CLP9793019	5/6/2019	5/6/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTHER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Cancer Walk in Bartlett on October 16, 2019.

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett
 6382 Stage Road
 Bartlett, TN 38134

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

6.1.a

DATE (MM/DD/YYYY)

9/24/2019

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

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

PRODUCER Lipscomb & Pitts Insurance, LLC 2670 Union Ave. Ext. Suite 100	CONTACT NAME:	
	PHONE (A/C, No, Ext): 901-321-1000	FAX (A/C, No): 901-321-1099
INSURED Oak Spring Baptist Church 10250 Godwin Road Arlington TN 38002	E-MAIL	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: All America Insurance Company	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1688817250**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		CLP9793019	5/6/2019	5/6/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																			
	\$																			
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<table border="1"><tr><td>☐ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	☐ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
☐ PER STATUTE ☐ OTH-ER																				
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Cancer, Walk of Hope on October 19th.

CERTIFICATE HOLDER**CANCELLATION**

St. Francis Hospital - Bartlett
2996 Kate Bond Rd.
Bartlett, TN 38133

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Packet Pg. 18

Attachment: 2996 KATE BOND RD-WALK OF HOPE-2019 (2688 : Walk of Hope "The Spring Steppin in Faith")



2986 Kate Bond Road
Bartlett, TN 38133-4003
(901) 820-7000

<http://www.saintfrancis-hospital.com>

October 3, 2019

Angela L. McWay
Administration / Focus Center Coordinator
Oak Spring Baptist Church
10250 Godwin Rd.
Arlington, TN 38002

Dear Angela,

Please allow this letter to serve as permission for Walk of Hope to hold the Fall Cancer Walk event on Saturday, October 19th, 2019, at Saint Francis Hospital - Bartlett.

If you have any questions or concerns, please feel free to contact me at 901-820-7050.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris M. Jenkins', is written over the printed name.

Christopher M. Jenkins, FACHE
Chief Operating Officer

CMJ:kk

Attachment: 2996 KATE BOND RD-WALK OF HOPE-2019 (2688 : Walk of Hope "The Spring Steppin in Faith")

Special Event Checklist

Event: Walk of Hope - "The Spring Steppin' in Faith" - Fall Cancer Walk
 Location: Street area North of Highway 141; Germantown Rd to Hwy 70
 Dates: October 19, 2019

Type of special event: (Check one.)

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

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

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

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1		OK		Location. 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	land usage permissions from St. Francis-Berkett
2		OK		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.	route plan map
3			N/A	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		OK		Land-use compatibility. The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5		OK		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		OK		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			N/A	Compliance with other regulations. All structures shall meet all applicable provisions of the Building Code.	
8		OK		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.	Tents Tables chairs

	Sub- mitted ✓ or X	OK	N/A		Comments										
9		OK		<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><thead><tr><th>Type of Special Event</th><th>Duration</th></tr></thead><tbody><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></tbody></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	Saturday 7am - 11am
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			N/A	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			N/A	<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			N/A	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. <u>All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage.</u> 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.	(2) Hydration Stations (2) Port A Potty
14			N/A	<i>Street closings.</i> The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

	Sub- mitted ✓ or X	OK	N/A		Comments
15		ok		<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.	Tent permit and Fire extinguisher will be provided by rental company
16		ok		<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.	Physicians Building Parking Lot
17		ok		<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.	3 port A potties total
18		ok		<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		ok		<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
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		N/A	Limitations on signs.	
23	✓		Temporary arrangements for parking and traffic circulation.	St. Francis Hospital & Bartlett Police
24	✓		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	We have an assigned clean-up group
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.	Bartlett Police
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 Oak Spring Baptist Church	10250 Godwin Rd. Arlington, TN 38002
30	✓			Names and address of the owner of the premises on which the proposed event is to be held.	ST. Francis Hospital Bldg 7895 Stage Hills Blvd. 38133
31			N/A	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.	St. Francis Medical Doctors Building
33	✓			Date of the proposed event.	October 19, 2019 8am - 11am
34	✓			A narrative written description of the proposed event, the hours of operation, <u>anticipated attendance</u> , 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 <u>state what public streets</u> , if any, <u>are requested to be used for the special event</u> .	see proposal
35	✓			A <u>site plan</u> 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.	see site plan /map
36	✓			Location and number of proposed temporary public toilets.	see site plan
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	see site plan
38			N/A	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

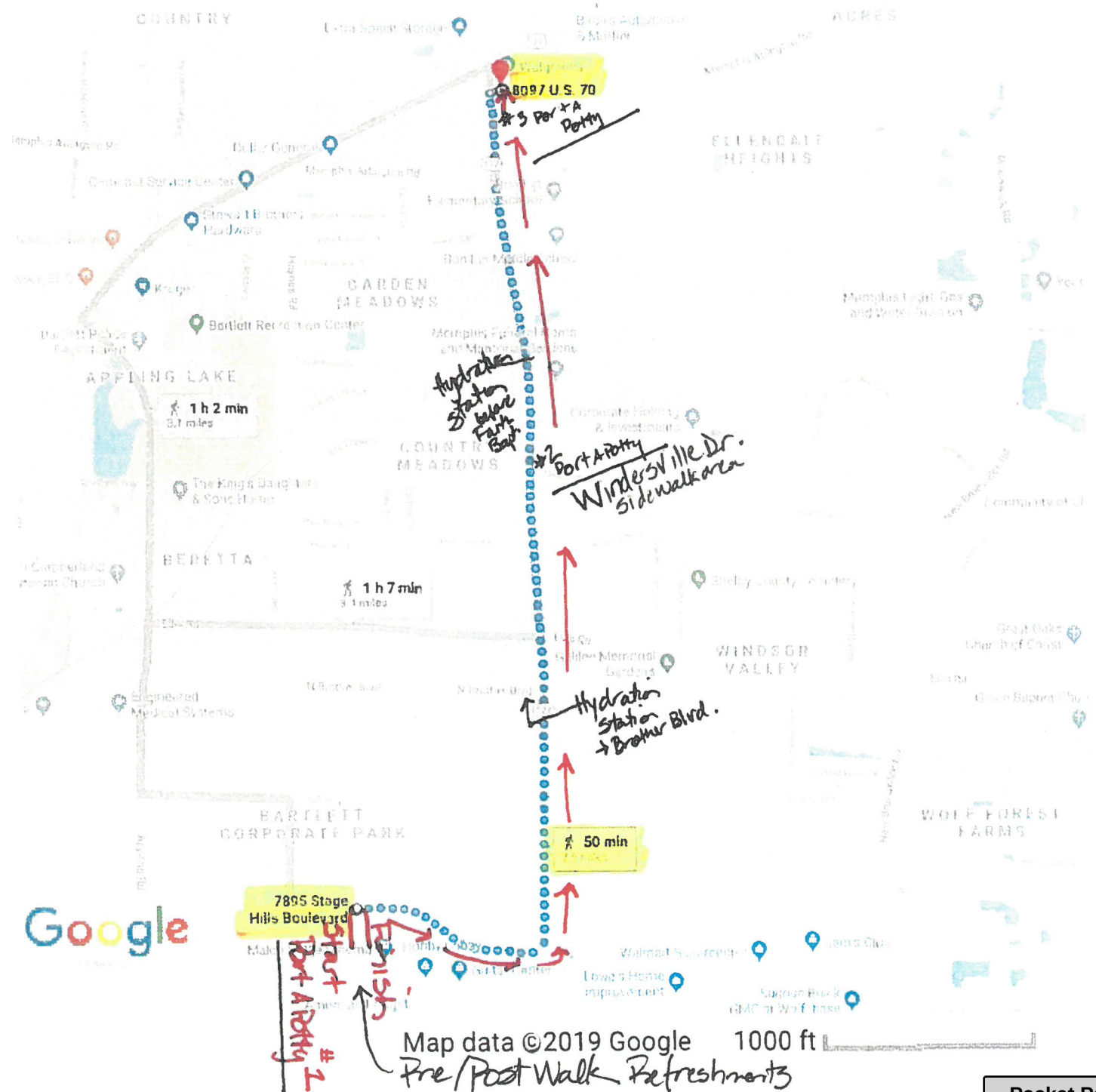
Special event permit - authorization by Permitting Official

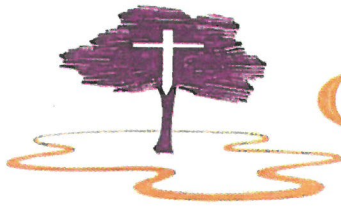
Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	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		N/A	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.	

artlett, TN 38133 to 8097 US- ^{one way} Walk 2.5 miles, 50 min

East side Medical Doctor's Parking lot located at 7895 Stage





OAK SPRING
BAPTIST CHURCH

presents

A Walk of Hope
"The Spring
Steppin' In Faith"
Fall Cancer Walk





WHAT: Oak Spring Church, Arlington Presents:

A Walk Of Hope

“The Spring Steppin In Faith”

Fall Cancer Walk

8K (5.6 miles)

WHEN: Saturday, October 19, 2019, Walk Starts Promptly at 8:00 am (early arrival 7:00 am for check in & warm up)

WHERE: Starting Point -St. Francis Hospital Bartlett 2989 Kate Bond Rd. Bartlett, TN.

ROUTE: We will walk east on Stage Hill Rd. toward Germantown Rd. and Head North on Germantown Rd. to 8097 US Hwy 70, Arlington, TN. One way mileage is 2.8 miles (round trip mileage 5.6 miles)

WHY: This is a “fun” walk to help bring community visibility to our church, the opportunity for fellowship among partners and the surrounding communities, overall cancer health awareness and to support 2 of our local cancer charities: The American Cancer Society and St. Jude Children’s Research Hospital.

OTHER DETAILS: Registration is \$15.00 per person, EVERYONE is asked to register even if you’re not walking (volunteers also). Proceeds will go to support the patients, survivors and families of those affected by cancer. Registration will be available every day during office hours and on worship days after service in the Game Room. The last day to register for the walk will be Tuesday, October 1, 2019.

Let’s Get Ready To Walk For Cancer Awareness!

Brief Description of Walk of Hope



Our proposed plan to execute a congregational and community cancer walk for the month of October is up and running. In the initial planning phase the name has been established as: ***A Walk Of Hope***, with a sub name of *"The Spring Steppin' In Faith" Fall Cancer Walk*. This walk will be open to anyone who is willing to walk and or volunteer for this event. Registration will be available at Oak Spring Church and on-line. The total fee will be \$15.00 person, participant or volunteer (non-walker). Our goal as a church, is to match dollar for dollar the funds collected with what we contribute to our chosen cancer organization. The main objective of this corporate walk is to have a greater sense of fellowship among partners at OSBC, overall cancer health awareness, community visibility as a church, to show our sensitivity and concern about cancer and to make a generous donation to TWO local cancer organizations.

The date of the walk is scheduled to take place on Saturday, October 19, 2019 at approximately 8:00 am, the rain date will be October 26th. We will walk a round trip total of 5.6 miles from start to finish, which constitutes an 8K walk. There is an option for those participants that can only finish the first 2.8 miles to have transportation available to return them to their cars.

Suggested arrival time is 7:00 am for a prompt starting time. Our walking route will take us from St. Francis Hospital, Bartlett, east on Stage Hill Rd and north onto Germantown Parkway. Along this route we plan to have "Hydration Stations" (water & Sports drinks), medical/nursing staff, Port-A-Potties (3 total) and the assistance of Bartlett Police as well as Shelby County Sheriff for traffic control and safety at major street crossings.

This walk is mainly a "fun" walk but there will be an extra incentive for the top 3 finishers. Gather all your family, friends, co-workers and neighbors and help make this a grand event of Oak Spring Church and to help support The American Cancer Society and St. Jude Research Hospital!

LET'S GET READY TO WALK FOR CANCER AWARENESS!

Laura Jenkins

From: Chris Page
Sent: Thursday, October 3, 2019 11:51 AM
To: Laura Jenkins
Subject: FW: Walk of Hope Cancer Walk Route - Oak Spring Church
Attachments: Walk of Hope Cancer Walk Route - Oak Spring Church.pdf

Good morning,

I just wanted to let you know that we have approved the route for Ms. McWay.

The route she sent us is attached.

Thanks

-----Original Message-----

From: Angela McWay [mailto:angelaosbc@rittermail.com]
 Sent: Thursday, October 03, 2019 11:38 AM
 To: Chris Page
 Subject: Fwd: Walk of Hope Cancer Walk Route - Oak Spring Church

----- Forwarded Message -----

From: copier@xerox.com
 To: "Chris Page" <cpage@bartlettspolice.org>
 Sent: Friday, September 27, 2019 10:30:59 AM
 Subject: Walk of Hope Cancer Walk Route - Oak Spring Church

Please open the attached document.

Attachment File Type: pdf, Multi-Page

--

Angela L. McWay
 Administration / Focus Center Coordinator Oak Spring Baptist Church
 10250 Godwin Rd.
 Arlington, TN 38002
 901-829-3562
 angelaosbc@rittermail.com

Attachment: 2996 KATE BOND RD-WALK OF HOPE-2019 (2688 : Walk of Hope "The Spring Steppin in Faith")

Oak Spring Church Arlington
Walk Of Hope - Fall Cancer Walk Route Map

September 27, 2019

Good morning Captain Page,

Attached is a google map of the street route we plan to use for our upcoming cancer walk. St. Francis has given us permission to use the north side parking lot of their physician's building. We will have our start and finish line nearest the parking lot at 7895 Stage Hill Blvd. We will proceed east on Stage Hill Blvd. to Germantown Parkway and make a left and head north towards the Walgreens on the corner of Germantown Pkwy. & Hwy 70. Along this route I have inserted a total of 3 hydration stations (1 at the finish line for post walk refreshments, one at the corner of Gtwn Pkwy and N. Brother Blvd and the final one across from Memphis Memorial Gardens Cemetery.) I also have a total of 3 Port A Potties.(1 at the starting line, one mid route and another one at the end by Walgreens).

The time frame for the entire walk is from 7am -11am. Arrival and parking from 7:00 to about 7:40, we will have a small pre-walk warm up session and the walk will start immediately at 8:00 am. According to google maps the walking time should take about 50 minutes one way. (2 hours total round trip, 1 hour for clean-up). We anticipate a crowd of 300. We currently have 245 registered walkers and Sunday is a big sign -up day for us as well.

I hope I have included everything that is required for you to submit to City Hall, if there is anything further that you need please don't hesitate to contact me via email at: angelaosbc@rittermail.com or direct phone line 901-829-3562.

Thank you for your assistance.



Angela L. McWay

Activities and Event Coordinator

Oak Spring Church Arlington

Attachment: 2996 KATE BOND RD-WALK OF HOPE-2019 (2688 : Walk of Hope "The Spring Steppin in Faith")

Zimbra

angelaosbc@rittermail.com

Re: Questions about street route

From : Chris Page <cpage@bartlettspolice.org>
Subject : Re: Questions about street route
To : Steve Sones <SSones2@bartlettspolice.org>
Cc : Angela McWay <angelaosbc@rittermail.com>

Tue, Sep 24, 2019 01:48 PM

1 attachment

Mrs. McWay,

Good afternoon and thank you for the information you provided. The main thing I'd need at this point would be a route map, estimated time of day and estimated participant attendance numbers. As for the hydration stations and portable bathroom facilities, that may be a Code or permits question. As long as it doesn't interfere with traffic flow, we would have no issue with it from the Police side. Typically what happens is once I have all the necessary information, I'll notify City Hall that we have approved the route and that we will provide traffic control.

Please let me know if I can be of any further assistance.

Respectfully,

"Leadership is an attitude not a position."--Kevin Burns

Captain Christopher Page
Bartlett Police Department
Traffic Division
3730 Appling Road
Bartlett, TN 38133
901-385-5529 ext. 2401 Office
901-828-6608 Cell
cpage@bartlettspolice.org

On Sep 24, 2019, at 13:26, Steve Sones <SSones2@bartlettspolice.org> wrote:

Mrs. McWay,

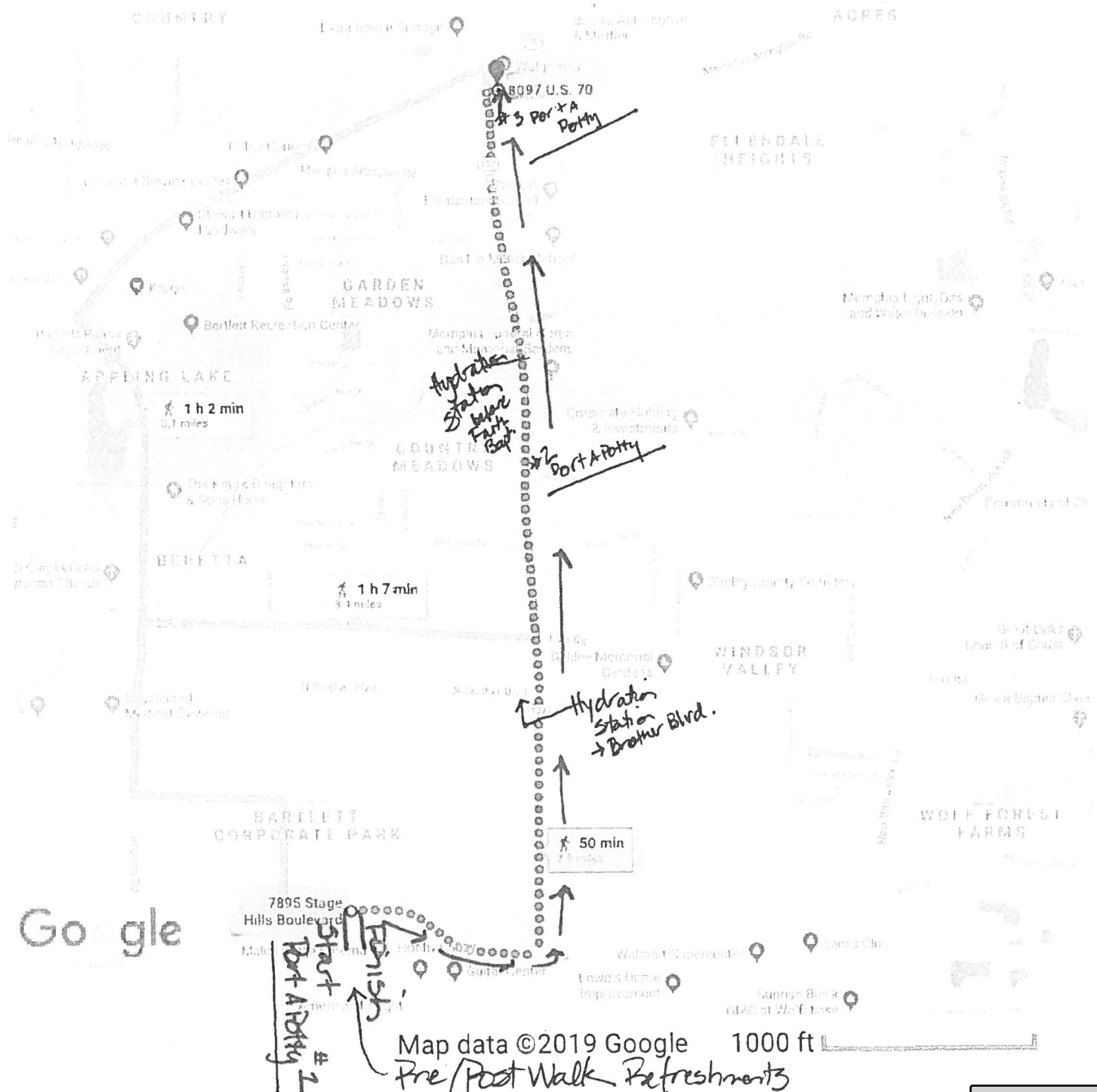
Thank you for the update! I am copying our Traffic Division Commander, Captain Chris Page, and he will contact you with answers to all of your questions. If you need anything else, in the meantime, please let me know.

Respectfully,
<image001.jpg>

Attachment: 2996 KATE BOND RD-WALK OF HOPE-2019 (2688 : Walk of Hope "The Spring Stepping in Faith")

artlett, TN 38133 to 8097 US- ^{one Way} Walk 2.5 miles, 50 min

East side Medical Doctor's Parking lot located at 7895 Stage





Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/08/19 07:00 PM

Department: Police

Category: Bid

Prepared By: Juliea Goodman

Department Head: Glen Williamson

Bid for Justice Center Roof Replacement.

On June 27, 2019 an ad was placed in *The Daily News*. On July 25, 2019 the City of Bartlett received four bids which were opened at City Hall.

Bids were received from the following companies:

Affordable Construction	\$256,840
Ark Roofing	\$259,081
Morris General	\$219,500 (did not meet minimum specifications)
Carroll's	\$378,568

Funds are available in Account 311.48311.780.209.

Thank you for your consideration.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/08/19 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Mike Adams

Bid for two Ford F-550 regular cab trucks with 4x2 Godwin 184 dump beds.

On August 29, 2019 an ad was placed in *The Daily News*. On September 13, 2019 the City of Bartlett received two bids which were opened at City Hall.

Bids were received from the following companies:

Landers Ford Collierville	\$58,291.90 each
Summit Truck	\$67,298.00 each

We recommend the bid be awarded to Landers Ford Collierville for a total price of \$116,583.80.

Funds are available in Account 122.48122.935.

Thank you for your consideration.

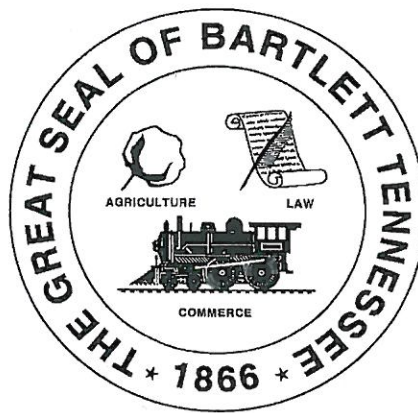
Copy #1

winners

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Michael J. Adams, Public Works Director



REQUEST FOR SEALED BIDS

SB # FY2020-08-021

DUE: Thursday, September 12, 2019, no later than 2:00 p.m. (CST)

REGULAR CAB TRUCK WITH DUMP BED

PUBLIC WORKS

The City of Bartlett Public Works - Fleet is seeking to purchase two (2) new and unused, current year, 2019/2020 Regular Cab Truck with Dump Bed, specifying F550 XL or equal as per the written specifications.

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED

Sealed Bid: FY2020-08-021

Due Date: September 12, 2019

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, September 12, 2019**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2020-08-021 REGULAR CAB TRUCK WITH DUMP 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.

Landers Ford
NAME OF FIRM

2082 W. Poplar Ave Collierville, TN
ADDRESS 38017


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Kaya@landersmemphis.com
EMAIL

901-854-3600
PHONE

Koray Aya
PRINT NAME

9/12/19
DATE

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED
 Sealed Bid: FY2020-08-021
 Due Date: September 12, 2019

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for two (2) **new and unused, 2019/2020, Regular Cab Diesel Truck, 19,500 GVWR with Dump 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 12) and a 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.

REGULAR CAB TRUCK WITH DUMP BED

Sealed Bid: FY2020-08-021

Due Date: September 12, 2019

DETAILED SPECIFICATIONS(Include one original and two copies with bid pricing sheet and Public Acts 109 form)**(2 required) new and unused, 2019/2020 REGULAR CAB DIESEL TRUCK, 19,500 GVWR, WITH DUMP BED, Specifying Ford F550 XL 4X2 or equal**

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel and Tank			
Diesel, minimum 40 gallon capacity	✓	_____	_____
Engine			
6.7 L V8 Power Stroke Diesel or equal	✓	_____	_____
Diesel exhaust fluid tank	✓	_____	_____
Electrical			
Batteries (2) 12 volt, 750 CCA	✓	_____	_____
Alternator – 220 Amp	✓	_____	_____
Transmission			
6-speed torque shift automatic with power takeoff provision and over-speed control on PTO	✓	_____	_____
Rear Axle			
Ratio 4:88 limited slip	✓	_____	_____
Steering			
Power with tilt/telescoping steering wheel	✓	_____	_____
Brakes			
Power 4-Wheel Disc with Anti-Lock	✓	_____	_____
Wheel Base			
As manufacturer's requirement	✓	_____	_____
Wheels (Dual Rear)			
Seven (7) 19.5" Argent painted steel wheels (one for spare)	✓	_____	_____
Tires			
Six (6) LT225-70Rx19.5G BSW All Season Tires	✓	_____	_____
One (1) LT225-70RE19.5G BSW All Season <u>Spare</u> Tire	✓	_____	_____

KA

Initials

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED

Sealed Bid: FY2020-08-021

Due Date: September 12, 2019

DESCRIPTION**COMPLIANCE ANSWER****YES NO OFFER****Bumpers/Grill**

Bumpers – Chrome

✓

Grill – Black with bar style insert

✓

Exterior Color

Oxford White

✓

Interior Color

Medium Earth Gray/Steel gray

✓

Seats (standard for Regular Cab)

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

✓

Floor Covering (standard)

Vinyl - black vinyl

✓

Gauges (standard package)

Tachometer

✓

Speedometer

✓

Volt-meter

✓

Oil pressure with indicator lights

✓

Coolant temperature

✓

Fuel gauge

✓

Display/Message center

✓

Mirrors

Manual rear view mirror

✓

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

✓

Windshield Wipers

Interval Wipers with washer

✓

KA

Initials

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED
Sealed Bid: FY2020-08-021
Due Date: September 12, 2019

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

Accessories

Manual Air Conditioning

AM-FM Stereo Radio with Digital Clock and two speakers

Power point/Auxiliary

Dual Inside Sun-visors

Advance Trac with Roll Stability

Side window deflectors

Trailer Tow Package

Back-up Alarm

Trailer Brake Controls

Two (2) Federal Signal white/amber lights mounted in front grill, Part # MPS600U-WA, each with six LED lights

Tow hooks in front

Engine block heater

Service Suspension Package – extra heavy unit

DEF Gauge

Upgraded Diesel Engine

Exhaust Braking

Payload Plus upgrade package

19,500 GVWR

[illegible]

End of Regular Cab Truck Specifications

KA
Initials

REGULAR CAB TRUCK WITH DUMP BED

Sealed Bid: FY2020-08-021

Due Date: September 12, 2019

(2 required) new and unused, 2019/2020 DUMP BODY, 4 YARD CAPACITY,
Specifying Model 3.25 or 4 Yard Dump Body or equal

DESCRIPTION

COMPLIANCE ANSWER
YES NO OFFERBed Description**Length**

8 feet, 1 inch

Exceed w/9ft

✓

Width

80 inches inside

✓

84 inches outside

✓

Side Height

18 inches high

✓

Front Height

24 inches

✓

Front and Sides

Constructed of 10 gauge, Hi-Tensile steel

✓

Rear Height

24 inch

✓

Bulk Head**Body**

Constructed of 8 gauge, Hi-Tensile Steel

Note: Shall have an approved body prop with an in-cab
 "body up" warning light

✓

Floor

Constructed of 8 gauge, Hi-tensile Steel with two inch radius
 floor to side bracing with a smooth transition from floor
 to side (no weld)

✓

Tailgate

Constructed on single sheet, 10 gauge Hi-Tensile Steel with 1
 inch upper tailgate pin with quick release tailgate mechanism
 on lower 3/4 inch tailgate pin

✓

Provide with 1.4 inch spreader chain supplied with length
 sufficient to support tailgate in a horizontal position

✓

KA

Initials

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED

Sealed Bid: FY2020-08-021

Due Date: September 12, 2019

DESCRIPTION**COMPLIANCE ANSWER**

	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Top Rail Shall be 3-3/4 inches wide x 5-1/2 inches high	☒	☐	☐
Cross Members Constructed of 8 gauge, Hi-Tensile Steel sub-frame cross members interlaced through long members for maximum floor strength	☒	☐	☐
Front Corner Post Shall be 3 inches deep with no intermediate side post	☒	☐	☐
Hitch Shall be 10-ton combination pintle hitch installed on 1/2 inch Plate steel with D-rings provided for safety chains and 7-way (flat pin) trailer receptacle	☒	☐	☐
PTO Shall be direct mount with over-speed protection and safety Cut-off when vehicle is in gear	☒	☐	☐
Body Hoist Shall be 8.7 ton capacity with a double acting cylinder with a chrome plated piston rod	☒	☐	☐
Tarp Provide manual asphalt tarp to cover complete bed	☒	☐	☐
Asphalt Apron Shall be 8 inch x 1/4 inch, welded on	☒	☐	☐
Paint Standard Black	☒	☐	☐
Mud Flaps Shall be installed behind both rear tires	☒	☐	☐

KA

Initials

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED
 Sealed Bid: FY2020-08-021
 Due Date: September 12, 2019

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

Lights

Provide LED for clearance, back-up and directional lights, shock mounted in protective rubber housing; all wiring to be in-loom

Note: Entire unit shall be a replaceable pop-out style

All lights shall be provided in accordance with FMVSS #108 and ANSI 245.1-1999

Shall have 9100 LED mini-bar or equal to be mounted on top of bulkhead

Shall have two (2) LED model 60 truck lite integral strobe lights with metalized reflectors to be mounted on the rear of truck for safety, or equal

Control switch to be mounted in the cab on the dash

<u>✓</u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>
<u>✓</u>	<u> </u>	<u> </u>

End of Dump Bed Specifications

KA
 Initials

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED
 Sealed Bid: FY2020-08-021
 Due Date: September 12, 2019

Owner's Manuals

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

Service/Repair Manual

Parts Manual

Operators Manual

Warranties: (include Truck, Dump Bed Body and Body Hoist)

Truck 3 yr or 36,000 mile Basic 5yr or 60,000 mile Powertrain
 Dump Bed Body Godwin 184V - 12 months
 Body Hoist Godwin 624DM - 12 months

~~ALL WARRANTIES SHALL BE PROVIDED UPON DELIVERY OF VEHICLE.~~

~~ALL WARRANTIES SHALL BE NONE EXTERIOR 50 MILES OF BARTLETT CITY LIMITS.~~

DELIVERY - Must be delivered to:

City of Bartlett – Fleet Services

3583 Altruria Rd.

Bartlett, TN 38135

End of both Regular Cab Truck and Dump Bed Specifications

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED
 Sealed Bid: FY2020-08-021
 Due Date: September 12, 2019

BID PRICING SHEET

*(One original, clearly marked, and two copies, must include the specification check list,
 Public Acts 109 form and IRS Rev Oct. 2018 signed W-9 form)*

(2 required) new and unused, 2019/2020, REGULAR CAB TRUCK WITH DUMP BED,

SPECIFY MAKE AND MODEL 2020 Ford F-550 Regular Cab 4x2

Unit Price \$ 58,291.90 X 2 Total Price \$ 116,583.80
 Delivered

Time required for delivery: 210 days

Total Bid in Words:

2020 Ford F-550 Reg. Cab 4x2 with 9ft Dump Bed -
price per unit: fifty eight thousand two hundred and ninety one
dollars and ninety cents

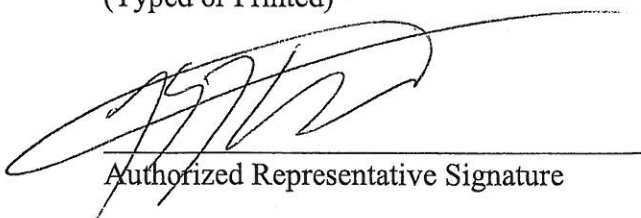
**NOTE: BID PRICING TO BE FIRM FOR 180 DAYS, WITH AN OPTION TO PURCHASE
 ADDITIONAL VEHICLES WITHIN ONE YEAR FROM BID DUE DATE AT THE SAME
 PRICE**

Landers Ford
 NAME OF FIRM

Kaya@landersmemphis.com
 Email

Koray Aya
 Authorized Representative
 (Typed or Printed)

(601) 854-3600
 Telephone Number


 Authorized Representative Signature

9/12/19
 Date

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

REGULAR CAB TRUCK WITH DUMP BED
 Sealed Bid: FY2020-08-021
 Due Date: September 12, 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 Koray Aya
 Signed [Signature]
 Title Commercial Accounts Manager

Subscribed and sworn before me this 12th day of Septem, 2019.

Signed [Signature] Print Name Hani A. Qoraan

Title Finance Manager

My commission expires: 07/01/2023, 2023



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

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

Form **W-9**
(Rev. October 2018)
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.

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

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

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

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

☐ Other (see instructions) ► _____

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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.

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.
2082 W. POPLAR AVE.

6 City, state, and ZIP code
COLLIERVILLE, TN 38017

7 List account number(s) here (optional)

8 Requester's name and address (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

6	2	-	1	7	8	6	9	1	1
---	---	---	---	---	---	---	---	---	---

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 ► *M. Baly* Date ► *01/14/19*

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)

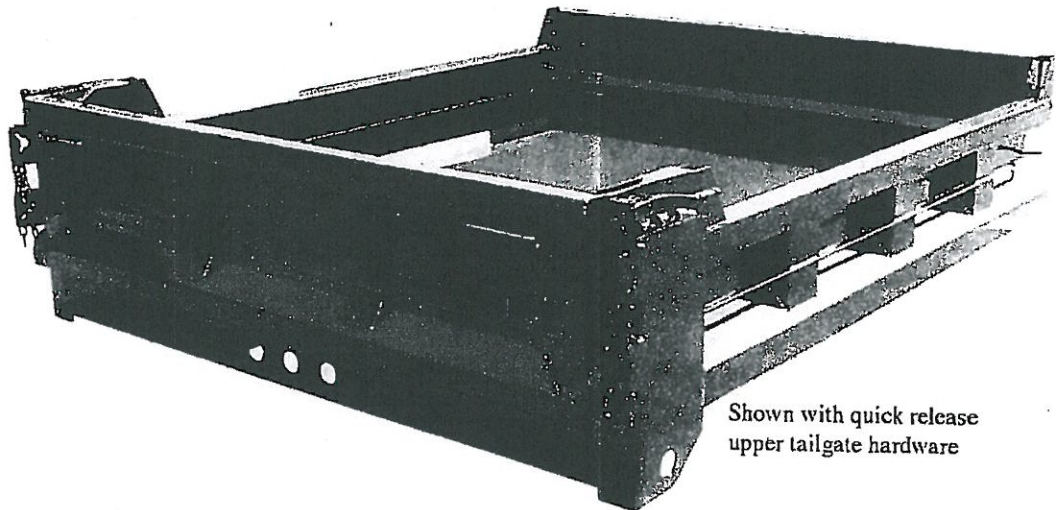
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (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.

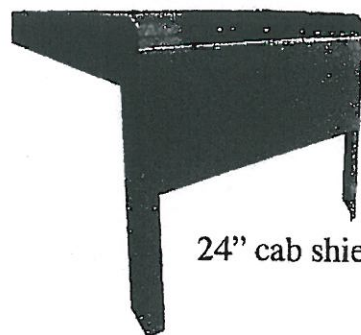
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

184 U

Developed for Performance
Engineered for Durability
Built for Results



Shown with quick release
upper tailgate hardware



24" cab shield

All Godwin bodies are constructed of 10 gauge ASTM-A 607 grade 50 material or equal. To help our bodies maintain their durability and long life, black powder coating over a zinc powder coat primer is standard equipment. A 24" cab shield is also standard equipment on the 184U.

Visit Godwin
Manufacturing and all
affiliated companies
on the world wide web.
www.godwinmfg.com

 **Godwin**TM
Manufacturing Co., Inc.

184 U

Dump Body

Specifications:

Body lengths 8', 9', 10' and 11'
Inside width is 84"

Quality Control Assures
Top Quality

SIDES:

One piece sides with no welded seams. 10 gauge A607 grade-50 high tensile steel with boxed top rail and fully welded boxed rear corner post. 6" side board gussets with full length rub rails, and box-type side braces.

RUB RAILS:

Full length 45 degree deflector panels are an integral part of the sides.

FLOOR:

10 gauge -two piece high tensile steel floor with 2" floor to side radius. A607 grade-50 steel.

FRONT WALL:

10 gauge high tensile A607 grade 50 steel. Full width integral inverted V-type horizontal bracing.

TAILGATE:

3 Panel fully boxed 10 gauge high tensile A607 grade 50 steel with boxed horizontal reinforcements and sloping lower deflector. Tailgate is 6" higher than side.

TAILGATE HARDWARE:

Heavy duty: Standard upper hardware is offset cast steel hinge. Lower hook is cast steel: engages tailgate pin from top. Banjo eye keeps tailgate chain in position you select.

LIGHTS & REFLECTORS:

FMVSS 108 lights are standard, recessed for protection, rubber mounted and shock proof.

UNDERSTRUCTURE:

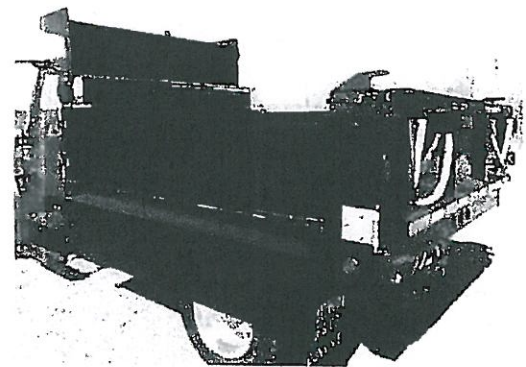
Completely jig built with 3" structural channel crossmembers on 12" centers and 5" structural channel longitudinal. Crossmembers are gusseted and welded to longitudinals.

OPTIONS:

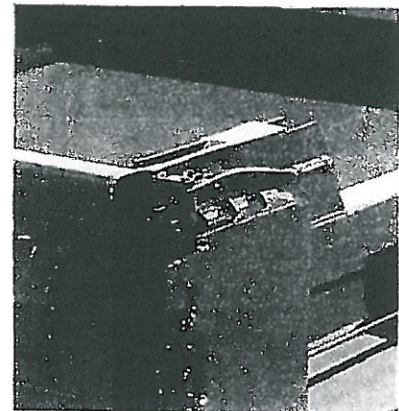
36" cab shield, 8 gauge sides, 3/16" one piece floor, fold down 13" sides, 18" sides, Zinc powder primer, quick release upper hardware.



Double acting tailgate with drop pin upper hardware



Optional drop sides in the down position. The side easily unlatches with a single handle and folds down lower than the body floor. Body shown with additional options.



Optional quick release upper tailgate hardware

Attachment: Specs for Regular Cab Truck with Dump Bed (2) (2680 : Regular Cab Truck with Dump Bed)

**MAILING**

P. O. BOX 1147 DUNN, NC 28335

LOCATION

17665 US 421 SOUTH DUNN, NC 28334

910 - 892 - 0141

800 - 892 - 0181

FAX: 910 - 892 - 7402

*Building Truck Equipment Since 1966***WARRANTY AND DISCLAIMER**

Godwin Manufacturing Co., Inc. Dunn, N.C., warrants its products to each original retail purchaser of equipment to be free from defects in material and workmanship, under normal use and service, for a period of 1 year from the date of original delivery to purchaser. This warranty is expressly limited to the replacement or repair (at Godwin Mfg.'s option) of defective material or workmanship at Godwin Mfg.'s factory in Dunn, N.C. or another place designated by it, with factory specified replacement parts. This warranty does not obligate Godwin Mfg. to bear the cost of labor or transportation in replacing defective parts. Godwin Mfg. does not assume liability for loss of product, time or any other incidental or consequential damages. Parts claimed to be defective must accompany a completed Warranty Claim form.

No warranty will apply to:

1. Normal maintenance service or adjustments.
2. Any equipment which has been repaired or altered in any way so as to adversely affect stability, operational characteristics or safety in Godwin Mfg.'s judgment, nor which has been subject to misuse, negligence, accident, poor assembly or improper installation.
3. Accessories or other items associated or used with, but which are not a part of the equipment.

Godwin Mfg. shall not be liable or responsible in any way or to any extent for property damage, personal injury, or death resulting from the modification or alteration to the equipment or from purchaser's failure to assemble, install, maintain or operate the equipment in accordance with the service and/or operator's manual.

This warranty will be void unless purchaser's Warranty Registration Form is sent (postmarked) to Godwin Mfg. within fifteen (15) days of the date of delivery of the equipment to purchaser.

This Warranty is expressly in lieu of any other warranties, express or implied, including without limitation, warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty arising from course of dealing or usage of trade, or any other obligation or liability whatsoever.

No statement, representation agreement, or understanding, oral or written, made by any Godwin Mfg. agent, authorized dealer or distributor, representative or employee (other than in writing by an officer of Godwin Mfg.) which is not contained in this Warranty And Disclaimer will be recognized or enforceable or binding upon Godwin Mfg. Any action for breach of any warranty must be commenced within one year after the date on which the cause of action occurred.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/08/19 07:00 PM

Department: Public Works

Category: Bid

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Bid for a Crawler Dozer.

On September 12, 2019 an ad was placed in *The Daily News*. On September 26, 2019 the City of Bartlett received one bid, which was opened at City Hall.

A bid was received from the following company:

Stribling Equipment	\$143,988.00 - Including 5yr warranty
---------------------	---------------------------------------

We recommend the bid be awarded to Stribling Equipment for a total price of \$143,988.00.

Funds are available in Account 311.48311.785.30720.

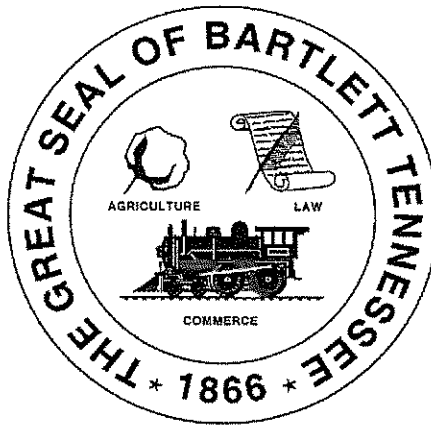
Thank you for your consideration.

Copy

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Michael J. Adams, Public Works Director



REQUEST FOR SEALED BIDS

SB # FY2020-09-024

DUE: Thursday, September 26, 2019, no later than 2:00 p.m. (CST)

CRAWLER DOZER

PUBLIC WORKS

The City of Bartlett Public Works - Fleet is seeking to purchase one (1) new and unused, current year, Crawler Dozer, as per the written specifications.

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

Crawler Dozer
 Sealed Bid: FY2020-09-024
 Due Date: September 26, 2019

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, September 26, 2019**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2020-09-024 CRAWLER DOZER"** 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.

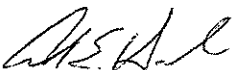
These prices are submitted with a declaration that no Bartlett Aldermen or Employee has a financial or beneficial interest in this transaction.

Stirling Equipment
 NAME OF FIRM

andrew.humber@stirlingsequipment.com
 EMAIL

1505 Corporate Ave Memphis, TN 38132
 ADDRESS

901-345-5294
 PHONE


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

Andrew E. Humber
 PRINT NAME

9/25/19
 DATE

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

Crawler Dozer
 Sealed Bid: FY2020-09-024
 Due Date: September 26, 2019

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for **one (1) new and unused, current year, Crawler Dozer** 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 for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The City is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation.

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 an original and two copies of the specification check list, along with the signed pricing sheet, the signed, notarized Public Acts 109 form (page 15) and a current year, signed W9 form (IRS 2018 Rev.). **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.

Crawler Dozer
 Sealed Bid: FY2020-09-024
 Due Date: September 26, 2019

BID PRICING SHEET

*(One original, clearly marked, and two copies, must include the specification check list,
 Public Acts 109 form and IRS Rev 2018 signed W-9 form)*

(1 each) New and unused, current year CRAWLER DOZER,

SPECIFY MAKE AND MODEL Deere 650K

Delivered Price \$ 139,525.00

Time required for delivery: 45 days

Total Bid in Words:

One hundred thirty nine thousand five hundred twenty five thousand

**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**

Stebbing Equipment
 NAME OF FIRM

andrew.humber@stebbingequipment.com
 Email

Andrew E. Humber
 Authorized Representative
 (Typed or Printed)

901-345-5294
 Telephone Number

ASHE
 Authorized Representative Signature

9/25/19
 Date

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

Crawler Dozer
 Sealed Bid: FY2020-09-024
 Due Date: September 26, 2019

PUBLIC ACTS 109

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

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

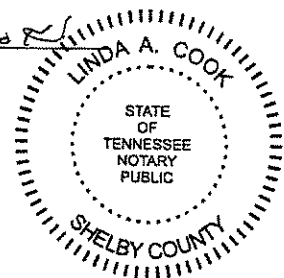
Print Name Andrew L. Humbert
 Signed [Signature]
 Title Territory Manager

Subscribed and sworn before me this 24 day of Sept, 2019.

Signed Linda A. Cook Print Name Linda A. Cook

Title Notary Public

My commission expires: 5-8, 2023.



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

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
Sealed Bid #: FY2020-09-024
Due Date: September 26, 2019
Addendum 1

CLARIFICATION – Specifying 2020 John Deer 650K LGP or equal

CHANGES – REPLACE ALL COMPLIANCE SHEETS, PAGE 4 -13
(Updated compliance sheets, pages 4-10 attached)

All other bid specifications remain the same.

Thank you,

Debbie Cairncross
Purchasing Agent
City of Bartlett

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DETAILED SPECIFICATIONS

(One original, clearly marked, and two copies, must include the specification check list, Public Acts 109 form and IRS Rev 2018 signed W-9 form)

Specifying One (1) 2020 John Deere 650K LGP Crawler Dozer or equal

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Engine			
Shall be EPA Final Tier 4/EU Stage IV certified with 4 cylinders and turbocharger with air to air after cooling	<u>✓</u>	_____	_____
Horsepower will be a minimum SAE Net Rated of 104 HP (78 kW) at 2,200 RPM	<u>✓</u>	_____	_____
Torque shall be a minimum of 350 lb-ft (475 Nm) at 1,400 RPM.	<u>✓</u>	_____	_____
Shall have wet-sleeve cylinder liner design for maximum piston cooling and engine life	<u>✓</u>	_____	_____
Exhaust after treatment device shall consist of both a Diesel Oxidation Catalyst (DOC) and a Diesel Particulate Filter (DPF). Both the DOC and DPF shall be serviced independently in the event of a repair or replacement.	<u>✓</u>	_____	_____
Shall have a programmable automatic engine shutdown system.	<u>✓</u>	_____	_____
Shall have an automatic turbo cool-down system that protects engine from damage.	<u>✓</u>	_____	_____
Engine displacement shall be no less than 4.5 liters (276 cu. in.).	<u>✓</u>	_____	_____
Fuel system shall have a fuel shut-off valve to prevent fuel loss during filter changes.	<u>✓</u>	_____	_____
System shall have a water separator located between the fuel tank outlet and the fuel filters.	<u>✓</u>	_____	_____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

(Engine continued)

YES NO OFFER

Primary and secondary fuel filters shall be remote mounted outside of the engine compartment for easy access and a reduced risk of fuel leaks near the engine

X _____

Primary fuel-water separator includes a heating element to prevent freezing of separated water

X _____

Fuel system shall include an automatic electronic priming pump to eliminate manual priming.

X _____

Engine lubrication shall be of adequate design to permit operation on slopes up to 45° Fore-Aft, 30° side slope, Engine oil and filter change interval shall be 500 hours

X _____

Air intake shall be pre-screened through perforated side shield.

X _____

Cooling

Cooling fan will be sucker style.

X _____

Shall have a proportionally controlled, hydraulically driven, tilt-out fan

X _____

Shall have left and right hinged engine panel doors for easy cleaning access

X _____

Air intake shall be pre-screened (3 mm perforations

X _____

Fan shall have an automatic reversing function that does not require the parking brake to be applied

X _____

Shall have a coolant recovery tank provided

X _____

Shall have a fan-guard

X _____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

ALA

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

(Cooling continued)

Pressurized liquid cooling system shall have a water pump driven with an automatically adjusting belt, radiator shall be filled with manufacturer's approved anti-freeze solution that provides protection to at least -34° C)

N

Electrical

System shall be 24 volt, batteries shall have a minimum capacity of 950 CCA, 190-min. rated reserve

X

Alternator shall be a minimum of 100 amps.

X

Shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches

N

Shall have a minimum of four front and two rear work lights and a lighted instrument panel, front work lights shall consist of a minimum of two grilles mounted to provide lighting over the dozer blade and two front cab mounted lights to light the blade corners and two rear reflectors

Y

Sealed transmission electrical connectors with gold-plated pins prevent moisture and other contaminants from entering terminals and resist corrosion for increased reliability, or equal

X

Shall provide a master electrical disconnect switch

X

Provide for an option for an engine compartment light to aid in checking fluid levels without sufficient ambient light

N

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

Transmission

Dual-path hydrostatic drive with infinite speed capability, dynamic braking, full power turns and counter rotation is preferred; shall have a travel speed of 5.0 mph (8.0 km/h) with the option of enabling 6.0 mph (9.7 km/h). Note: Design must permit unrestricted speed and direction changes under full engine rpm and load

X _____ _____

Shall have the ability for the operator to easily adjust operating parameters such as: FNR shift rate, steering rate, steering modulation, decelerator pedal response and reverse ratio

X _____ _____

Load sensing system that works to downshift and upshift automatically, if available

X _____ _____

Shall include an automatic protection system to prevent over speeding the transmission until operating temperature is reached in extreme cold weather

X _____ _____

Shall have an automatic hill hold feature that automatically applies the parking brake when the transmission is in neutral and motion is detected, parking must automatically be released upon shifting from neutral

X _____ _____

Single pedal decelerator will allow the operator to choose between slowing travel speed and engine RPM or travel speed only to help maintain traction without affecting engine power and hydraulic response, fully depressing the pedal applies the brakes

X _____ _____

Shall automatically de-rate if an extreme overheat condition is detected

X _____ _____

Sight gauge shall be provided for checking the hydrostatic fluid

X _____ _____

Transmission filter restriction shall be displayed in cab

X _____ _____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

(Transmission continued)

Transmission system shall have a sealed reservoir, shall be adequate filtration and cooling of the hydraulic system to support 2,000 hour oil and filter changes; oil shall be multi-viscosity engine oil

X _____ _____

Steering

Hydrostatic drive (preferred) for full power turns and counter rotation, shall be fully modulated at all speeds to provide smooth operation, steering brakes shall be oil-cooled

X _____ _____

Final Drive

Triple reduction, bull gear final drives must be isolated from the track frames

X _____ _____

Hydraulic System

Shall be open center with fixed displacement pump and system pressure relief of no less than 3,000 PSI (20,684 kPa)

X _____ _____

Shall have a maximum flow of 21 GPM (80 L/min.) flow and provide adequate cooling

X _____ _____

Shall have a sealed reservoir, shall be adequate filtration and cooling of the hydraulic system to support 2,000 hour oil and filter changes, Oil shall be multi-viscosity engine oil

X _____ _____

If equipped, the grade control interface shall be factory installed regardless of machine control supplier

X _____ _____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

(Hydraulic System continued)

All hoses shall be of an O-ring seal design to reduce leakage and facilitate repairs

X _____ _____

Tracks and Undercarriage

Seven (7) track rollers with front and rear track guides and sprocket guards; shall have one (1) carrier roller on each side, sealed and life-time lubricated rollers, idlers and track chain

X _____ _____

Option for a track designed to extend under-carriage life in abrasive working conditions shall be available, track will consist of heavier components and specially coated bushings, track chain shall have a maximum of two seals per joint and bushing shall not be rotating in design in order to minimize downtime

X _____ _____

Track gauge shall be a minimum of ~~61 inches (1550 mm) for an XLT machine~~ and 69 inches (1750 mm) for an LGP machine

X _____ _____

Track length on the ground shall be a minimum of 92 inches (2349 mm)

X _____ _____

Ground pressure shall not exceed ~~5.98 psi (40.6 kPa) for an XLT machine~~ and 4.3 ~~3.98 psi (29.6 27.5 kPa)~~ for an LGP machine

X _____ _____

Crawler will have standard grouser width of ~~18 inches (457 mm) (XLT) or~~ 24 28 inches (609 711 mm) (LGP), closed center, single bar

X _____ _____

Ground clearance with single-bar grouser shall be at least 13.5 inches (341 mm) (excluding grouser height)

X _____ _____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

Dozer

Shall have a hydraulically actuated, inside mounted, all hydraulic blade (power-angle-tilt PAT), blade hydraulic system shall provide raise, lower, tilt, angle and float, blade capacity shall be a minimum (per SAE J1265) of ~~2.9 yd³ (2.2m³) for an XLT machine~~ and 2.6 yd³ (2.0m³) for an LGP machine

X _____

Shall have a minimum raise height of 32.2 inches (818 mm)

X _____

Shall have a minimum dig depth below ground of 19.7 inches (500 mm)

X _____

Minimum blade height shall be ~~3 feet, 6 inches (1067 mm) for an XLT~~ and ~~3 feet, 2 inches~~ 35.2 inches (955 mm) for an LGP

X _____

Minimum blade width of ~~105 inches (2667 mm) for an XLT machine~~ and 124 115 inches (2921 mm) for an LGP machine

X _____

C-frame shall be closed-cell blade design and robot-welded, fabricated and box section for exceptional strength and durability

X _____

Dozer tilt shall be a minimum of ~~14.3 inches (363 mm) for an XLT machine~~ and 15.7 inches (399 mm) for an LGP machine

X _____

Dozer moldboard must be equipped with a three-piece replaceable cutting edge, shall have adjustable blade pitch from 52° cutting edge angle in the back position to 60° in the forward position

X _____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

Operator's Station

Enclosed operator's station shall be ROPS (ISO 3471 – 2008) and FOPS (ISO 3449 – 2005) Certified and shall be isolation mounted and include a roof panel (Instrumentation vandal protection shall be included on ROPS canopy unit)

X _____ _____

Shall include a three inch retractable seat belt as standard equipment

X _____ _____

Footrests and full-length armrests shall be adjustable

X _____ _____

Operator seat shall be air ride style and have adjustments for operator height and weight, with lumbar adjustment in the backrest

X _____ _____

Shall have an electronic monitor system with audible and visual warning for low alternator voltage, engine oil pressure, engine coolant temperature, indicator, hydraulic oil filter restriction, transmission oil filter restriction, transmission oil temperature, engine air restriction indicator, fasten seat belt/ park brake warning

X _____ _____

Shall have dash mounted gauges and/or monitoring system that include transmission temperature, engine coolant temperature, engine oil pressure, transmission charge pressure, hydraulic filter restriction, transmission filter restriction, electric voltage, engine RPM, transmission speed range/direction and electric hour meter

X _____ _____

Cab shall have continuous and unobstructed glass from roofline to floor for visibility in tight quarters

X _____ _____

Cab shall have two cup holders, personal cooler holder/storage compartment for operator's manual, and a rubber floor mat

X _____ _____

Cab shall include air conditioning with two fresh air filters and separate recirculation air filter for operator protection

X _____ _____

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)

CRAWLER DOZER
 Sealed Bid #: FY2020-09-024
 Due Date: September 26, 2019
 Addendum 1

DESCRIPTION

COMPLIANCE ANSWER

YES NO OFFER

General

Periodic maintenance and lube chart shall be posted for easy reference to ensure that maintenance is performed according to schedule

X _____ _____

Operating weight with standard equipment, OROPS, full fuel tanks and 175-lb operator shall be no less than 21,320 lbs (9,691 kg) (XLT) OR 22,343 lbs (10,156 kg) (LGP)

X _____ _____

Fuel tank shall have a capacity no less than 53.45 gallons (202L) and be equipped with a lockable cap

X _____ _____

Additional Equipment

Unit shall be equipped with all standard equipment and shall include:

Key-less start with multiple security modes

X _____ _____

Horn

X _____ _____

12 Volt power port

X _____ _____

Cold weather starting aid

X _____ _____

Dry-type air cleaner with safety element and restriction indicator

X _____ _____

Heavy-duty hinged and lockable engine side shields with key and/or pad lock

X _____ _____

Reverse warning alarm

X _____ _____

Optional heavy-duty engine fuel water separator with heating element

X _____ _____

Mounting steps and safety hand holds

X _____ _____

Vandal protection providing lockable protection to all openable panels and fuel fill

X _____ _____

Heavy-duty bottom guard

X _____ _____

Front pull hook

X _____ _____

End of Detailed Specifications

Form **W-9**
(Rev. October 2018)
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. G+S Holdings LLC		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.)
2 Business name/disregarded entity name, if different from above STRIBINE Equipment LLC		
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) ►		
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 6038		
6 City, state, and ZIP code JACKSON MS 39258		Requester's name and address (optional)
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	
03	-0374083

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 ► Tim Heltz	Date ► 9/13/19
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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 be subject to backup withholding. See What is backup withholding, later.



Quote Summary

Prepared For:
CITY OF BARTLETT
TN

Prepared By:
ANDREW HUMBER
Stribling Equipment, LLC
1505 Corporate Ave
Memphis, TN 38132-1702
Phone: 901-345-5294
ahumber@striblingequipment.com

Quote Id: 18881042
Created On: 29 January 2019
Last Modified On: 23 September 2019
Expiration Date: 31 October 2019

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 650K CRAWLER DOZER	\$ 139,525.00 X	1 =	\$ 139,525.00
John Deere Extended Warranty- TOTAL 5 YEARS 2500 HOUR COMPREHENSIVE WARRANTY	\$ 4,463.00 X	1 =	\$ 4,463.00
Sub Total			\$ 143,988.00
Equipment Total			\$ 143,988.00

Quote Summary

Equipment Total	\$ 143,988.00
DOCUMENTATION FEE	\$ 0.00
SubTotal	\$ 143,988.00
Total	\$ 143,988.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 143,988.00

Attachment: Specs for Crawler Dozer 09-30-19 (2685 : Crawler Dozer)



Selling Equipment

Quote Id: 18881042

JOHN DEERE 650K CRAWLER DOZER

Hours:

Stock Number:

Code	Description	Qty
02J0T	650K CRAWLER DOZER	1
Standard Options - Per Unit		
170C	JDLink Ultimate 5 Year Subscription	1
0940	John Deere PowerTech	1
1076	Gauge Low Ground Pressure (LGP)	1
	Track Frame with Front Idler Guards	
2575	No Topcon Grade Control Base Kit Installed	1
2605	English Operator Manual	1
2775	No Topcon Radio Installation	1
3520	Automatic Reversing Hydraulic Fan	1
4770	Maximum life Undercarriage	1
4830	Front, Center and Rear Track Guides	1
5085	Cab with Roof Mounted Air Conditioner/Heater	1
5885	Air Suspension Comfort Control High Back Fabric Seat	1
7075	Blade	1
7725	3 Function Hydraulic Control Valve	1
7925	Hydraulic Pump	1
8010	Hydraulic And Hydrostatic Oil - Hydrau	1
9060	Severe-Duty Fuel Filter	1
9065	Chrome Exhaust	1
9070	Fluid Sampling Ports	1
9075	Quick Service Bank for Transmission, Hydraulic, Engine oil & Engine Coolant Fluid changes	1
9130	Engine Air Precleaner	1
9168	Deluxe LED Work Lights	1
9325	Grille	1
9350	Retrieval Hitch with Pin for XLT or LGP Track	1
9501	Premium Radio with Bluetooth	1

Service Agreements

John Deere Extended Warranty -
TOTAL 5 YEARS 2500 HOUR
COMPREHENSIVE WARRANTY

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 10/08/19 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Becky Bailey

Department Head: Rick McClanahan

AGENDA ITEM

Contract for Construction Oversight with CSX Transportation at Bartlett Blvd. Bridge Rehabilitation

CSXT requires their engineers review each project that occurs near their railroad lines and have a flagman on site during construction for the duration of the project. This contract amount must be paid in advance of project commencement. CSXT will use these deposited funds to bill for their services and any unused funds at the end of the project will be returned.

Ed McKenney has reviewed the contract language and has agreed that it is acceptable.

A copy of the contract is attached for review.

Funding is available in Account 311.48311.780.302.

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 201__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the City of Bartlett, Shelby County a body corporate and political subdivision of the State of Tennessee (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, the rehabilitation of the bridge structure carrying Bartlett Blvd over CSXT at Railroad Milepost 00F 364.69 in the city of Bartlett, Shelby County Tennessee (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but

not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2022** unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by

CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT’s notice to Agency:

CSX Transportation, Inc.
PO Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency’s obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations. Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D;

(ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the

termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

- 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Compliance with Laws /Notice of Incidents

- 11.1 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project.
- 11.2 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.3 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.4 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project.

Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement". This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
If to Agency:	City of Bartlett 6382 Stage Road Bartlett, TN 38134
17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Shelby County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Shelby County, Tennessee.

**Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512**

6.5.a

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Bartlett

By: _____
Name: A. Keith McDonald
Title: Mayor, City of Bartlett

CSX TRANSPORTATION, INC.

By: _____
Tony C Bellamy, P.E.
Director Project Management-Public Projects

Attachment: TN0512_Bartlett_-CE-AGREE_NS_75-0042_190618.9.10.19 (2675 : Contract for CSX Construction Oversight)

**Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512**

**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Bridge Rehabilitation Bartlett Blvd per approved plans.
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging services and other protective services and devices as may be necessary.
 - 2. Construction engineering and inspection to protect the interests of CSXT.

**Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512**

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval.

In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

SHEET	DESCRIPTION	PREPARER	DATE
1 of 24	Cover Sheet	Ryan C. McDaniel	5-7-19
2 of 24	General Notes	David M. Smith	5-7-19
3 of 24	Present Plan	David M. Smith	5-7-19
4 of 24	Proposed Plan	David M. Smith	5-7-19
5 of 24	Details		5-7-19
6 of 24	Concrete Details	City of Bartlett	5-7-19
7 of 24	TDOT Standards	City of Bartlett	5-7-19
8 of 24	TDOT Standards	City of Bartlett	5-7-19
9 of 24	TDOT Standards	City of Bartlett	5-7-19
10 of 24	Gutter Profiles	David M. Smith	5-7-19
11 of 24	Erosion Control	David M. Smith	5-7-19
12 of 24	Pavement Markings	David M. Smith	5-7-19
13 of 24	Traffic Control Phase 1	David M. Smith	5-7-19
14 of 24	Traffic Control Phase 1	David M. Smith	5-7-19
15 of 24	Traffic Control Phase 2	David M. Smith	5-7-19
16 of 24	Traffic Control Phase 2	David M. Smith	5-7-19
17 of 24	Traffic Control Phase 3	David M. Smith	5-7-19
18 of 24	Traffic Control Phase 3	David M. Smith	5-7-19
19 of 24	Sidewalk Closure (East)	David M. Smith	5-7-19
20 of 24	Sidewalk Closure (West)	David M. Smith	5-7-19
21 of 24	Median Modification	David M. Smith	5-7-19
22 of 24	Repair Plan	Ryan C. McDaniel	5-7-19
23 of 24	Repair Plan	Ryan C. McDaniel	5-7-19
24 of 24	Repair Details	Ryan C. McDaniel	5-7-19

**Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
Bartlett, Shelby County, TN
Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512**

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the City of Bartlett, Tennessee

“Agency Representative” shall mean the authorized representative of the City of Bartlett, Tennessee.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require

**Construction Engineering and Inspection for Proposed
Bridge Rehabilitation Bartlett Blvd over CSXT
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Nashville Zone/Memphis Subdivision MP 00F 364.69
CSXT OP# TN0512**

or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

**Construction Engineering and Inspection for Proposed
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CSXT OP# TN0512**

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
 - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
 - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting

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1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

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- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special

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Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

Attachment: TN0512_Bartlett_-CE-AGREE_NS_75-0042_190618.9.10.19 (2675 : Contract for CSX Construction Oversight)

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EXHIBIT D

FORCE ACCOUNT ESTIMATE

CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE		Page 1
ACCT. CODE : 709 - TN0512		
ESTIMATE SUBJECT TO REVISION AFTER:	6/17/2020	DOT NO.: 877306D
CITY: Bartlett	COUNTY: Shelby	STATE: TN
DESCRIPTION: CE&I and Project management of contractor work over CSXT. Estimate includes precon scheduling, project management, travel, flagging coordination, administration, reporting and final inspection. High-level, limited review of project construction submittals to determine compliance with CSXT specifications and standards in accordance with CSXT specifications and standards.		
ZONE Nashville	SUB-DIV: Memphis	MILE POST: 00F 364.69
AGENCY PROJECT NUMBER:		
<u>PRELIMINARY ENGINEERING:</u>		
212 Contracted & Administrative Engineering Services STV		
212 Contracted & Administrative Engineering Services CSXT		
Subtotal		\$ -
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>		
212 Contracted & Administrative Engineering Services STV		\$ 44,200
212 Contracted & Administrative Engineering Services CSXT		\$ 3,000
Subtotal		\$ 47,200
<u>FLAGGING SERVICE: (Contract Labor)</u>		
070 Labor (Conductor-Flagman)		\$ -
050 Labor (Foreman/Inspector)		\$ 28,616
070 Additive 209.30% (Transportation Department)		\$ -
050 Additive 188.70% (Engineering Department)		\$ 53,998
230 Per Diem (Engineering Department)		\$ 5,475
230 Expenses		\$ -
Subtotal		\$ 88,089
<u>SIGNAL & COMMUNICATIONS WORK:</u>		
		\$ -
<u>TRACK WORK:</u>		
		\$ -
<u>PROJECT SUBTOTAL</u>		
		\$ 135,289
900 <u>CONTINGENCIES:</u>	10.00%	\$ 13,529
GRAND TOTAL *****		\$ 148,818
<u>DIVISION OF COST:</u>		
Agency	100.00%	\$ 148,818
Railroad		\$ -
TOTAL *****		\$ 148,818

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:
DATE: **7/18/2018**

STV, Inc.
REVISED:

Approved by: **CTA**
DATE: **06/20/19**

CSXT Public Project Group

Attachment: TN0512_Bartlett_-CE-AGREE_NS_75-0042_190618.9.10.19 (2675 : Contract for CSX Construction Oversight)

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

Attachment: TN0512_Bartlett_-CE-AGREE_NS_75-0042_190618.9.10.19 (2675 : Contract for CSX Construction Oversight)

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

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- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

AND

Victoria.matts@stvinc.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 201__, between the City of Bartlett, Tennessee and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/08/19 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Erin Campbell

Department Head: John Horne

Subdivision Contract for Brunswick Village Phase 2.

RESIDENTIAL SUBDIVISION CONTRACT

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

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: BRUNSWICK VILLAGE AT WOLFCHASE PD, PHASE 2 dated September 9, 2019, made by the DEVELOPER; and

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

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

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

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

GENERAL PROVISIONS

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

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.
4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.
5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.
6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

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

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

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

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

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

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

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

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

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

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

II

FIXED IMPROVEMENTS

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

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

STREET PAVING/TRAFFIC CONTROL SIGNS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III

FINAL STREET PAVING

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

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

IV

WATER SERVICE

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

V**WATER SERVICE EXPANSION FEE**

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

VI**SEWER SERVICE**

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

VII**SEWER CONNECTION CHARGE**

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

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

VIII

JEOPARDY OF BUILDING PERMITS

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

IX

SEDIMENT AND DEBRIS

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

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

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

X

EASEMENTS

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

XI

TITLE TO WATER AND SEWER LINES

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

XII

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII

WARRANTY PROVISIONS

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

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 24). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.
4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

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

XV

BONDING REQUIREMENTS

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

XVI

HOLD HARMLESS

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

XVII

PARKLAND FEES

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

SPECIAL CONDITIONS:

This project is based on a revised Final Plan, the original was voided, to reinstate the development of 15.72-acres of land into 62 single family units set in quad structures. Access to the site will be from the existing private roads, Bedfordshire Drive and Sterlingshire Drive, off of Ladurl Drive. Stormwater detention for the subject property will be handled by the existing lakes on the site. The homeowners association will own and maintain the following amenities: all land with the exception of townhouse units to include the lakes, the commons, the open areas, entry features, clubhouse, pool, private streets rear service drives, private sewers and drainage systems, the 30-foot landscape easement along Ladurl Drive, the 15-foot landscape easement along the south, east, and west property lines. This will also include the 6-foot tall shadowbox fence with brick columns installed at 20-feet on center to be constructed along the west property line, and the exterior building maintenance on the townhouse unit. Certain fees and payments for this project have been previously paid under an original and subsequent contract and will not be reassessed at this time and are instead noted as "Previously Paid." Review an Inspection fees and Bond for this project have been based on Developer's anticipated costs, engineering's final asphalt estimate, and HOA costs.

XVIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR: **BRUNSWICK VILLAGE AT WOLFCHASE PD, PHASE 2**

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$ -)	<u>Previously Paid</u>
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	<u>Previously Paid</u>
	b. Subdivision and Site Plan Review fee \$175 per lot 1	<u>\$175.00</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 implies \$25 implies	<u>\$25.00</u>
4	City Subdivision Inspection @ A: 3% of Development Cost \$5,757.19 or B: \$300 per Lot Whichever is greater Development Cost = \$ 191,906	<u>\$5,757.19</u>
5	Water Connection Fee @ \$1,500.00 per Lot Lots	<u>Previously Paid</u>
6	Sewer Connection Fee @ \$1500.00 per Lot Lots DRAINAGE BASIN south	<u>Previously Paid</u>
7	Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 62 Lots \$31,000.00	<u>Previously Paid</u>
8	Drainage Control fee for lots served by a Detention Basin '@ \$250.00 per Lot Lots	<u>\$0.00</u>

9	City portion of Water Improvements	<u>Previously Paid</u>
	DISTRICT 2	
10	Park Land Development Fee @ \$700.00 per Lot	
	Lots	<u>Previously Paid</u>

TOTAL DUE CITY **\$5,957.19**

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) **PRIVATE**

2. Street Light (Estimated
at \$450.00 per lot)
Lots **PRIVATE**

TOTAL DUE II **\$0.00**

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

TOTAL BOND DUE **\$191,906.46**

IV. Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

To be retained from initial 50% bond reduction amount
and held until HOA is turned over to residents in a
formal meeting, and minutes from that meeting are
provided to the City of Bartlett Planning and
Engineering Offices.

62 Lots \$ 87,000.00

LOT	#	\$/LOT	
1-25	25	\$2,000.00	\$ 50,000.00
26-75	50	\$1,000.00	\$ 37,000.00
75-	200	\$ 500.00	

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

 CITY OF BARTLETT

 REGENCY HOMEBUILDERS

 TYPED OR PRINTED SIGNATURE

ATTEST:

 CITY CLERK

 BONDING COMPANY

 LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
 CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Attachment: Brunswick Village Ph 2 Contract 2019-09-23 (2684 : Subdivision Contract for Brunswick Village Phase 2)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 10/08/19 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for one Sport Utility Vehicle.

On September 5, 2019, an ad was placed in *The Daily News* to purchase a 2020 Sport Utility vehicle. On September 26, 2019 the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

Freeland Automotive	2020 Jeep Grand Cherokee Laredo	\$25,000.00
Landers Ford	2020 Ford Edge SE	\$26,781.70
AutoNation	2020 Ford Edge SE	\$26,132.70
Lonnie Cobb Ford	2020 Ford Edge SE	\$26,723.00
Lonnie Cobb Ford	2020 Ford Edge SLE	\$30,125.00

We recommend the bid be awarded to Freeland Automotive for a total price of \$25,000.00.

Funds are available in Account 311.48311.785.42020.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 10/08/19 07:00 PM

Department: Board of Mayor and Aldermen

Category: Appointment

Prepared By: Jeanie Underwood

Department Head: A. Keith McDonald

Appoint Mariesa Bridges to Historic Preservation Commission.

Mariesa Bridges will fill the position vacated by Mayrene Smith. Her term will expire December 31, 2023.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2677)

Meeting: 10/08/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2677

Resolution 33-19, a resolution to accept a Bulletproof Vest Partnership Grant from the U.S. Department of Justice FY19 Programs in the amount of \$10,415.83 and to amend the Fiscal Year 2020 Grant Fund to appropriate the funds.

WHEREAS, the City of Bartlett police department did apply for and receive a FY19 Bulletproof Vest Partnership (BVP) Grant from the U.S. Department of Justice in the amount of \$10,415.83 which will fund 50% of the cost to purchase bulletproof vests for the police department; and

WHEREAS, the terms of the grant require a 50% match by the recipient; and

WHEREAS, the City of Bartlett has funds available in the fiscal year 2020 police department budget to fund the 50% local match; and

WHEREAS, it is necessary to accept the BVP grant of \$10,415.83 and amend the fiscal year 2020 Grant Fund operating budget to appropriate the \$10,415.83 grant funds for the police department.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen, that the U.S. Department of Justice Bulletproof Vest Partnership Grants be accepted in the amount of \$10,415.83 and that the fiscal year 2020 Grant Fund operating budget be amended to appropriate funds for the purchase of the vests in the amount of \$10,415.83.

Adopted this day of October 8, 2019

W.C. (Bubba) Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 2678)

Meeting: 10/08/19 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2678

Resolution 34-19, a resolution to amend the Fiscal Year 2020 Grants Fund budget to appropriate funds for a State of Tennessee Department of Environment and Conservation direct appropriation for paving walking paths.

WHEREAS, the City of Bartlett has been approved for a \$110,000 grant from the State of Tennessee Department of Environment and Conservation project for the City; and

WHEREAS, the grant proceeds will be a direct appropriation grant and require the City to provide an accounting of the actual expenditure of such funds; and

WHEREAS, the estimated total project costs are \$110,000 with the City of Bartlett documenting such expenditures resulting in two interim reports to the Tennessee Department of Environment and Conservation;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Fiscal Year 2020 Grants Fund budget is amended to appropriate funds necessary to complete the project as provided below:

<u>Fund Account Number</u>	<u>Expenditures</u>	<u>Revenues</u>
131.42100.375.02220	\$110,000	
131.30000.33650.02220		\$110,000

Adopted this day of October 8, 2019

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk