



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 26, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Andrew Raymond, New Hope Christian Church

FUTURE MEETINGS

Board of Education, September 28 at 7 p.m.

Family Assistance Commission, October 2 at 6 p.m.

Planning Commission, October 2 at 7 p.m.

Beer Board, October 3 at 6 p.m.

Bartlett Station Commission, October 4 at 7:30 a.m.

City Beautiful Commission, October 5 at 6:30 p.m.

Bartlett Historical Society, October 9 at 7 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the September 12, 2017 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Special event permit for Memphis Euro Fest Car Show. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 7 from 8 a.m. to 5 p.m. at Youth Villages on Memphis Arlington.
- 2 Bid for one generator for Fire Station #3. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest bid from Benchmark Electric at a cost of \$57,574.00. Funds are available in Account 110.42200.921.
- 3 Bid for four police pursuit vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from AutoNation at \$21,074.58 each for four 2018 Ford Taurus SE for a total cost of \$84,298.32. Funds are available in Accounts 311.48311.785.20318 and 124.48124.935.
- 4 Bid for one aerator media replacement for Water Treatment Plant #4. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Waterserv Company in the amount of \$31,450.00, plus a contingency amount of \$3,550.00 plus \$1,000 to A2H for Engineering Administration for a total cost of \$36,000.00. Funds are available in Account 510.51200.262.
- 5 Bid for Oak Road detention basin project (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Ensco, LLC, in the amount of \$38,416.00, plus a contingency amount of \$11,584.00 for a total cost of \$50,000.00. Funds are available in Account 311.48311.780.63616.
- 6 Bid for Old Brownsville Road Sewer Project, Phase I. (John Horne, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Ensco, LLC. in the amount of \$206,980.00, plus a contingency amount of \$23,020.00 for a total cost of \$230,000.00. Funds are available in Account 312.48312.780.81151.
- 7 Subdivision contract for Morris Commercial. (John Horne, Assistant Director of Engineering)**
The Developer, MJM Germantown GP, will pay \$47,102.64 in City Fees. The Bond is set at \$90,020.00.
- 8 Water extension contract for Chick-fil-A. (John Horne, Assistant Director of Engineering)**

Developer, Chick-fil-A, will pay \$8,154.00 in City Fees. The bond is set at \$21,475.00.

9 Planning Commission Report for September 2017. (Kim Taylor, Director of Planning and Economic Development)

Item 1 - Special Use Permit amendment for Assisted Living/Independent Living Facility, north of Highway 64 on northeast corner of New Brunswick and Brunswick Roads was forwarded to the Board of Mayor and Aldermen for approval.

Item 2 - Construction plan for Morris Commercial subdivision, southeast of Highway 70 and Germantown Road intersection, was approved with conditions.

Item 3 - Final plan for Morris Commercial subdivision, southeast of Highway 70 and Germantown Road intersection, was approved with conditions.

Item 4 - Site plan for Auto Zone, southeast of Highway 70 and Germantown road intersection, was approved with conditions.

Item 5 - Site plan for Maclin Security Doors, Lot 3, Bartlett Commons subdivision, 6671 Summer Ave, was approved with conditions.

NEW BUSINESS

I Set a public hearing for October 24, 2017 for Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads. (Kim Taylor, Director of Planning and Economic Development)

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

OPEN DISCUSSION

Alderman Parsons announced that there's room for one more barbecue team in the contest.

Debbie Gelineau, Director of Community Relations, invited the public to the Bartlett Fall Festival, featuring a car show, barbecue contest, and carnival. The festival will be held Friday and Saturday, September 29 and 30. There will not be hot air balloons this year due to lack of space from construction work.

Michael Bollinger, Director of the Bartlett Performing Arts and Conference Center, stated that the 19th Season has begun. Lorrie Morgan will perform September 28, and Michael Martin Murphey will perform October 7.

Alderman Elliott announced that the Bartlett City School System would be hosting an internet safety presentation in conjunction with Homeland Security on October 3 at 6 p.m. at Bartlett High School.

ADJOURNMENT

Meeting adjourned at 7:09 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, SEPTEMBER 12, 2017 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Stephen Brannon, Faith Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, September 14 at 7 p.m.

Historic Preservation Commission, September 18 at 7 p.m.

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

Bartlett Arts Council, September 19 at 6:30 p.m.

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

Board of Education Work Session, September 21 at 7 p.m.

RECOGNITIONS

Police Department Traffic Division receipt of awards from Tennessee Highway Safety Office

Police Chief Gary Rikard stated that the Department's Traffic Division won third place in the Tennessee Highway Safety Office Law Enforcement Challenge for departments with 101 - 200 officers. Additionally, the Police Department won the Child Passenger Safety Award for the entire state of Tennessee.

Tracy Tyler to receive Lifesaver Award

The police department gave Tracy Tyler the Saved by the Belt award for wearing her seatbelt during a 2016 critical crash in Bartlett. Ms. Tyler was severely injured as the front seat passenger in a vehicle hit by a drunk driver who ran a red light. Chief Rikard said she owes her survival to wearing her seatbelt.

2017 Bartlett Express Readers' Choice Awards

Carolyn Bahm, Editor of *The Bartlett Express*, announced the City winners of the 2017 Bartlett Express Readers' Choice Awards.

Minutes Acceptance: Minutes of Sep 12, 2017 7:00 PM (MINUTES ACCEPTANCE)

Best Police Officer: Thomas McCollom
 Best Firefighter/Paramedic: Johnny Johnson and David Coady
 Best city Employee: Debbie Gelineau
 Best Performing Arts Center: Bartlett Performing Arts and Conference Center
 Best Fitness Center: Bartlett Recreation Center

Mayor's Youth Council Class of 2018

The Mayor's Youth Council Class of 2018 introduced themselves.

Eva Blake, freshman at the Bartlett Ninth Grade Academy
 Erin Bowens, senior at Bartlett High School
 Alexandra Cook, senior at Bartlett High School
 Bethany Crane, senior at Tipton Rosemark Academy
 Kevin Flanary, freshman at Bartlett Ninth Grade Academy
 Faith Johnson, eighth grader at Bon Lin Middle School
 Sean Greene, senior at Christian Brothers High School
 Jed Hudson, junior at home school
 Breanna Jones, senior at Bolton High School
 Miranda Miskel, eighth grader at Elmore Park Middle School
 Ryan Owens, eighth grader at Appling Middle School
 Anuj Patel, eighth grader at Bon Lin Middle School
 Cole Price, eighth grader at Appling Middle School
 Hannah Rouse, senior at Bartlett High School
 Anna St. Clair, sophomore at Bartlett High School
 Abigail Sisson, eighth grader at Appling Middle School
 Anna Trakul, eighth grader at St. Ann Catholic School
 Patrick Wallace, senior at Bartlett High School
 Nicholas Winkler, junior at Bartlett High School
 Reagan Wallgren, sophomore at Faith Heritage Christian School

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

MINUTES ACCEPTANCE

Minutes of the August 22, 2017 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

Minutes Acceptance: Minutes of Sep 12, 2017 7:00 PM (MINUTES ACCEPTANCE)

- 1 Special event permit for Tennessee Baptist Children's Home Fall Festival. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 14 from 9 a.m. to 2 p.m. at the Tennessee Baptist Children's Home.
- 2 Bid for two 2018 Ford F150 trucks. (Jim Brown, Director of Code Enforcement)**
Recommend accepting the lowest bid from AutoNation at a cost of \$20,479.16 each and a total cost of \$40,958.32. Funds are available in Account 311.48311.785.29118.
- 3 Bid for two 2017 Ford F250 XL trucks with eight-foot beds. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the lowest bid for two Ford F250 XL trucks from Country Ford, Inc. at a total cost of \$67,544.00. Funds are available in Account 311.48311.785.50718.
- 4 Bid for 14 2018 Dodge Charger police pursuit vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from Freeland Automotive at a cost of \$24,999.00 each for 14 2018 Dodge Chargers for a total cost of \$349,986.00. Funds are available in Account 311.48311.785.20318.
- 5 Bid to equip 14 police vehicles. (Gary Rikard, Chief of Police)**
Recommend accepting the only bid from ComServ Wireless at a total cost of \$73,346.00. Funds are available in Account 311.48311.785.20318.
- 6 Purchase 14 computers for police pursuit vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase 14 Panasonic in-car computers at a cost of \$3,585.86 each for a total cost of \$50,202.04 from CDW-G. This price includes docking stations and car chargers. This purchase will be made from the National Intergovernmental Purchasing Alliance contract. Funds are available in Account 311.48311.785.20318.
- 7 Purchase 14 in-car video cameras for new police vehicles. (Gary Rikard, Chief of Police)**
Request authorization to purchase 14 WatchGuard in-car video cameras from WatchGuard at a total cost of \$84,935.00. WatchGuard is a sole-source provider. Funds are available in Account 311.48311.785.20318.
- 8 Bid for one 2018 Ford Explorer. (Terry Wiggins, Fire Chief)**
Recommend accepting the lowest bid from Country Ford at a cost of \$28,992.00. Funds are available in Account 311.48311.785.25718.
- 9 Bid for two automated, side-loader refuse trucks. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest, qualified bid from Sansom at a total cost of \$475,600.00. Funds are available in Account 122.48122.935.

- 10 Bid for one walking floor transport trailer. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest, qualified bid from Spector MFG at a cost of \$74,100.00. Funds are available in Account 122.48122.939.
- 11 Bid for one 2017 Ford F350 with utility crane bed. (Bill Yearwood, Director of Public Works)**
Recommend accepting the lowest bid from Country Ford at a cost of \$48,884.00. Funds are available in Account 510.51300.935.
- 12 Proposal for alarms, door access controls, and camera systems. (Dick Phebus, Director of Finance)**
Recommend accepting the best proposal from Interactive Security for citywide alarms, door access control, and camera systems. Funds are available in various departmental accounts.
- 13 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
Twenty-one items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.

NEW BUSINESS

- I Resolution 42-17, a resolution to amend the Fiscal Year 2018 Bartlett City Schools Education Capital Project Fund. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that the Board of Education was amending its Fiscal Year 2018 Budget to provide \$240,000 for a new HVAC system at Appling Middle School.

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

OPEN DISCUSSION

Alderman Parsons asked those interested in entering a barbecue team in this year's contest to fill out the application posted on the City's website. The contest will be held during the City's festival Saturday, September 30.

ADJOURNMENT

Meeting adjourned at 7:30 PM

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

A. Keith McDonald
Mayor

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/26/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Memphis Euro Fest Car Show.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]**MOVER:** Jack Young, Vice Mayor**SECONDER:** Emily Elliott, Alderman**AYES:** Emily Elliott, David Parsons, Bobby Simmons, Jack Young



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



Address		Zip Code
7410 Memphis Arlington Rd.		38135
Dates of the Event	Hours of the Event	
Oct. 7, 2017	8:00 AM to 5:00 PM	
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)		
Car Show		
Property Owner		
Youth Villages		
Special Event Permit Applicant	Address of Applicant	
Jim Hofer	496 Melody Ln. Memphis TN 38120	
Phone Number	Fax Number	
901-487-4645	901-789-2628	

Check all items that apply:

For information call (901) 385-6425.

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

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

_____ **Total**

Jim Hofer	9/5/17
Responsible Person	Date

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

APPROVAL

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

Attachment: MEMPHIS EURO FEST CAR SHOW-7410 MEMPHIS ARLINGTON-2017 (2214 : Memphis Euro Fest Car Show)

Special Event Checklist

Event: Car Show
 Location: 7410 Memphis Arlington Rd
 Dates: Oct. 7, 2017

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Sub- mitted ✓ or X	OK	N/A		Comments
29		✓		Name and address of the applicant.	
30		✓		Names and address of the owner of the premises on which the proposed event is to be held.	
31		✓		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32		✓		Description of the site on which the proposed event is to be held.	
33		✓		Date of the proposed event. <i>Oct. 7, 2017</i>	
34		✓		A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention-attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
35		✓		A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
36		✓		Location and number of proposed temporary public toilets.	
37		✓		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
38		✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

Special event permit - authorization by Permitting Official

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

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



September 5, 2017

Memphis British Sports Car Club, LTD
Jim Hofer, Director

Dear Jim,

Youth Villages is very pleased to have the Memphis Euro Fest back on our Bartlett Campus grounds for October 6 and 7, 2017. We're looking forward to seeing all the unique cars this special event brings to Bartlett and to Youth Villages.

This letter is a statement of permission to use the Youth Villages Bartlett Campus located at 7410 Memphis-Arlington Road, Bartlett, TN 38135 as the location for the Memphis Euro Fest.

Thank you once again for all the great work you do for the children and families here at Youth Villages.

Sincerely,

A handwritten signature in black ink that reads "Amanda Mullen". The signature is fluid and cursive, with the first name "Amanda" being more prominent than the last name "Mullen".

Amanda Mullen
Development Coordinator
Youth Villages



YOUTVIL-01

PCLARK

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/12/2017

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

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

PRODUCER Kemmons Wilson Insurance Group, LLC 8700 Trail Lake Drive West Suite 100 Memphis, TN 38125	CONTACT Patsy Clark NAME: PHONE (A/C, No, Ext): (901) 261-5011 FAX (A/C, No): E-MAIL: pclark@kwinsgroup.com ADDRESS:														
INSURED Youth Villages, Inc. 3320 Brother Blvd Memphis, TN 38133	<table border="1"> <thead> <tr> <th data-bbox="795 451 1380 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 451 1533 483">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="795 483 1380 514">INSURER A : Philadelphia Indemnity Insurance Company</td> <td data-bbox="1380 483 1533 514">18058</td> </tr> <tr> <td data-bbox="795 514 1380 546">INSURER B :</td> <td data-bbox="1380 514 1533 546"></td> </tr> <tr> <td data-bbox="795 546 1380 577">INSURER C :</td> <td data-bbox="1380 546 1533 577"></td> </tr> <tr> <td data-bbox="795 577 1380 609">INSURER D :</td> <td data-bbox="1380 577 1533 609"></td> </tr> <tr> <td data-bbox="795 609 1380 640">INSURER E :</td> <td data-bbox="1380 609 1533 640"></td> </tr> <tr> <td data-bbox="795 640 1380 663">INSURER F :</td> <td data-bbox="1380 640 1533 663"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insurance Company	18058														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		PHPK1689541	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB 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		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Euro Fest Held October 6-7, 2017

Certificate holder added as additional insured, ATIMA.

CERTIFICATE HOLDER

CANCELLATION

City of Bartlett 6452 Stage Rd 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
---	---

...and the Euro Fest Car Show

Memphis Euro-Fest

presented by

Saturday October 7, 2017

7410 Memphis-Arlington Road

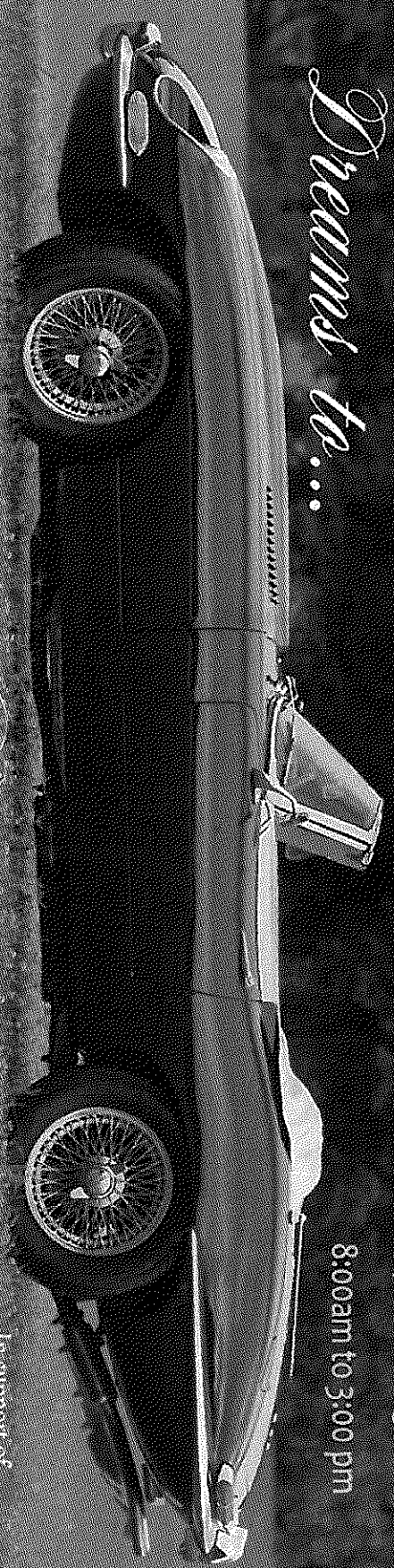
8:00am to 3:00 pm

Dreams to...

Reality

In support of

Youth VILLAGES
The Future Is Now



WOLFSCHLASE
HYUNDAI

RRc EUROMOTORS
Specializing in Import & Domestic

RRc

PLUMBS & REPAIRS, INC.

Frank Ballou & Co.
Classic Cars

2017 MEMPHIS EURO FEST REGISTRATION

EARLY REGISTRATION IS APPRECIATED!

(No registration will be accepted after 10:00 AM on October 7th)

Name: _____

Street: _____ City: _____ State: _____ Zip: _____

email: _____ Club Affiliation: _____

VEHICLES TO BE REGISTERED

Year	Make	Model	Series (coupe/roadster)	Color	Class	Car#
------	------	-------	-------------------------	-------	-------	------

One: _____

Two: _____

Three: _____

REGISTRATION FEES

Please make check payable to: British Sports Car Club

Mail to: PO Box 38134, Germantown, TN 38138-0134

Registration fee: First Car \$35.00 (Motorcycle \$15.00)	\$35.00	\$
Additional fee: Each subsequent car or motorcycle	\$10.00	\$
TOTAL		\$

WAIVER

I am aware of the hazards inherent with motor vehicle events and specifically release and do indemnify the organizers, supporting sponsors, Youth Villages and the various participating car clubs collectively and separately, from any and all liability from personal injury or property damage incurred by me or my guests while participating in the 2017 Memphis Euro Auto Fest.

I understand that the organizers of Memphis Euro Auto Fest reserve the right to revoke my registration and retain my registration fee should I engage in reckless, dangerous and/or unsafe behavior.

I have read, understand, and agree to this release.

Signature _____ Date _____

Your signature on the above line will be required before your registration can be processed.

2017 Euro-Fest Classes	
1	MG T Series (TC, TD, TF), MGAs
2	MGB Chrome Bumper Mk 1,2 1962- 1974
3	MGB Rubber Bumper 1974½ to 1980
4	Austin Healey 100, 3000
5	AH Sprite, Midget, Spitfire
6	Triumph TR2 - TR8 Sedans
7	Jaguar pre 1980: SS100, XK120, 140, 150
8	Jaguar pre 1980 XKE
9	Jaguar 1980+ XJS, XJ6 XK8
10	Morgan, Daimler, MGC, Lotus, Jensen, Sunbeam, DeLorean
11	British Saloons & SUVs RR, Bentley, Rover, Austin, Jaguar, Daimler
12	Small British Sedans & Convertibles: Austin, Morris, Nash Metro, Mini Cooper Vintage
13	Mercedes Pre 1980
14	Mercedes 1980+
15	Porsche 356, 912, 914, 920, 944, Boxster, Cayman
16	Porsche 911 1963 to 1983, Narrow Body
17	Porsche 911 1984 to 1998
18	Porsche 911 1999+
19	BMW 1950 to 1979
20	BMW 3, 5, 7 Series 1980 to 1999
21	BMW Alpina & M Series 1980 to 1999
22	BMW 6, 8 & Z Series 1980 to 2016
23	Other German - Audi, VW, Opel, Solstice, Sky
24	Italian / French Sports Cars - Fiat, Alpha, Ferrari, Lamborghini, Maserati, Citroen
25	Other Sports Cars - Volvo, Saab, Miata, Corvette, Datsun, Nissan
26	Euro Motorcycles
27	Non Vintage Euro 1990+ New Mini Coopers
28	Modified Sports Cars (Non stock, all years)
29	Preservation (Original, Unrestored)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/26/17 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for one generator for Fire Station #3.

On August 23, 2017, an ad was placed in the *The Daily News*. On September 7, 2017 the City of Bartlett received seven bids, which were opened at City Hall.

Bids were received from the following companies:

Advance Electric Co.	\$91,920.00
Barnes & Brower	\$87,038.00
Benchmark Electric	\$57,574.00
Consolidated Electrical Service	\$82,920.00
McCrary Electric Co.	\$80,480.00
Phoenix Electric	\$70,000.00
Shelby Electric Co.	\$82,100.00

We recommend the bid be awarded to Benchmark Electric for a total price of \$57,574.00.

Funds are available in Account 110.42200.921.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/26/17 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for four police pursuit vehicles.

On August 23, 2017 an ad was placed in *The Daily News*. On September 14, 2017, the City of Bartlett received five bids, which were opened at City Hall.

Bids were received from the following companies:

AutoNation - Mount Moriah	\$21,074.58 each, \$84,298.32 Total
Country Ford	\$21,291.00 each, \$85,164.00 Total
Ford of Murfreesboro	\$21,183.00 each, \$84,732.00 Total
Freeland Automotive	\$23,075.00 each, \$92,300.00 Total
Lonnie Cobb Ford	\$21,457.00 each, \$85,828.00 Total

We recommend the bid be awarded to AutoNation for a total price of \$84,298.32.

Funds are available in Account 311.48311.785.20318 and 124.48124.935.

Thank you for your consideration.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/26/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Bid for one aerator media replacement for Water Treatment Plant #4.

The Aerator Media Replacement project was advertised in *The Daily News* on August 24, 2017. The contractors that picked up Bid Documents are as follows:

Chris-Hill Construction
Landmark Construction
Layne Christensen Company
Quinn Construction Corp.
Ronald Franks Construction
Waterserv Company

On September 14, 2017 the City received five bids for the Water Plant #4 Aerator Media Replacement. The apparent low bidder, Waterserv Company, submitted a total base bid of **\$31,450.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this contract to Waterserv Company in the **base bid** amount of **\$31,450.00**, plus an additional amount of **\$3,550.00** for a total of **\$35,000.00** and an Engineering Administration amount to A2H for **\$1,000.00**. Funding for this \$36,000.00 is available in Account 510.51200.262.

Bidder	Total Base Bid
Waterserv Company	\$31,450.00
Ronald Franks Construction	\$34,436.00
Quinn Construction Corp.	\$44,200.00
Layne Christensen Company	\$49,000.00
Chris-Hill Construction	\$63,022.60
Landmark Construction	No bid

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Jack Young, Vice Mayor
SECONDER: Emily Elliott, Alderman
AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young



September 15, 2017

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

RE: FY2018-08-021 Aerator Media Replacement
Bartlett, TN

A2H#: 16328.05

Dear Mr. McClanahan, PE,

This is to inform you that the bids have been reviewed for technical and legal responsiveness. The apparent low bidder is responsive and responsible; therefore, it is recommended that **Waterserv Company of Newbern, Tennessee** be awarded the contract in the amount of **\$31,450.00**.

The bid tabulation is attached for your convenience.

Sincerely,

A2H, INC.

A handwritten signature in blue ink that reads 'Edward Hargraves'.

Ed Hargraves, P.E.
Senior Associate Principal

Attachment: SKMBT_28317091514120.pdf (2216 : Aerator Media Replacement)



PROJECT

Name: FY2018-08-021 Aerator Media Replacement
 A2H #: 16328.05
 A2H PM: Ed Hargraves, PE

DETAILS

Date: September 14, 2017
 Time: 2:00 PM
 Location: Bartlett City Hall

Item #	Description	Quantity	Unit	Waterserv Company		Ronald Franks Construction Company		Quinn Construction Corporation		Layne Christensen Company		Chris Hill Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Remove old media and install new aerator media in three aerators.	1,050	CF	\$29.00	\$30,450.00	\$31.10	\$32,655.00	\$37.10	\$38,955.00	\$37.00	\$38,850.00	\$57.15	\$60,007.50
2	After existing aerator media has been removed, pressure wash interior of aerator to remove iron build up prior to installation of new media.	1	LS	\$1,000.00	\$1,000.00	\$1,781.00	\$1,781.00	\$5,245.00	\$5,245.00	\$10,150.00	\$10,150.00	\$3,015.00	\$3,015.00
TOTAL BID AMOUNT					\$31,450.00		\$34,436.00		\$44,200.00		\$49,000.00		\$63,022.50

I hereby certify that the above Bid Tabulation is true and correct to the best of my knowledge.

By:

Ed Hargraves, PE
 Senior Associate Principal
 No. 10530

9/15/2017



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/26/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for Oak Road detention basin project

The Oak Road Detention Basin Project was advertised in *The Daily News* on August 10, 2017. The contractors that picked up Bid Documents are as follows:

B& C Construction
Barnes & Brower
Delgado General
Enscor
Ferrell Paving
Madden Phillips Construction
Pro-Site Construction

On August 31, 2017 we received five bids for the construction of the **Oak Road Detention Basin Project**. The apparent low bidder, ENSCOR, LLC, submitted a total base bid of **\$38,416.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this contract to ENSCOR, LLC in the base bid amount of **\$38,416.00**, plus an additional amount of **\$11,584.00** for items that may need to be added during construction for a total not to exceed **\$50,000.00**. ENSCOR, LLC has performed work for the City of Bartlett on other projects.

Funding is available in Account 311.48311.780.63616.

Bidder	Total Base Bid
B& C Construction	\$51,090.00
Barnes & Brower	\$53,206.00
Delgado General	\$44,837.00
Enscor	\$38,416.00
Madden Phillips Construction	\$47,123.00

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young

OAK ROAD DETENTION BASIN PROJECT

SB # FY2018-08-013

FOR: THE CITY OF BARTLETT, TN
MAYOR:

A. Keith McDonald

ALDERMEN:

W.C. (Bubba) Pleasant

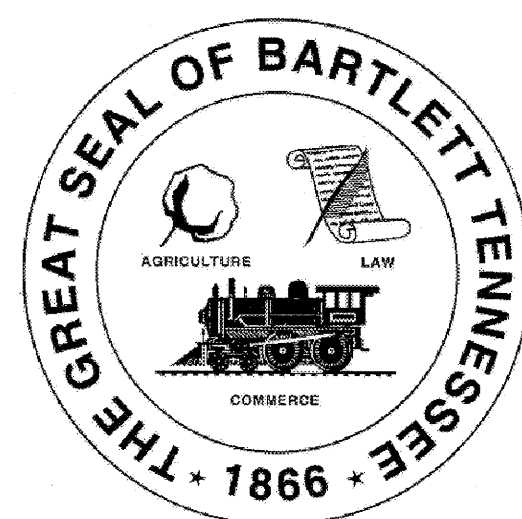
Emily Elliott

David Parsons

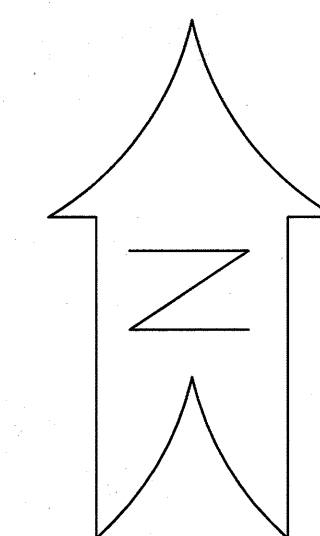
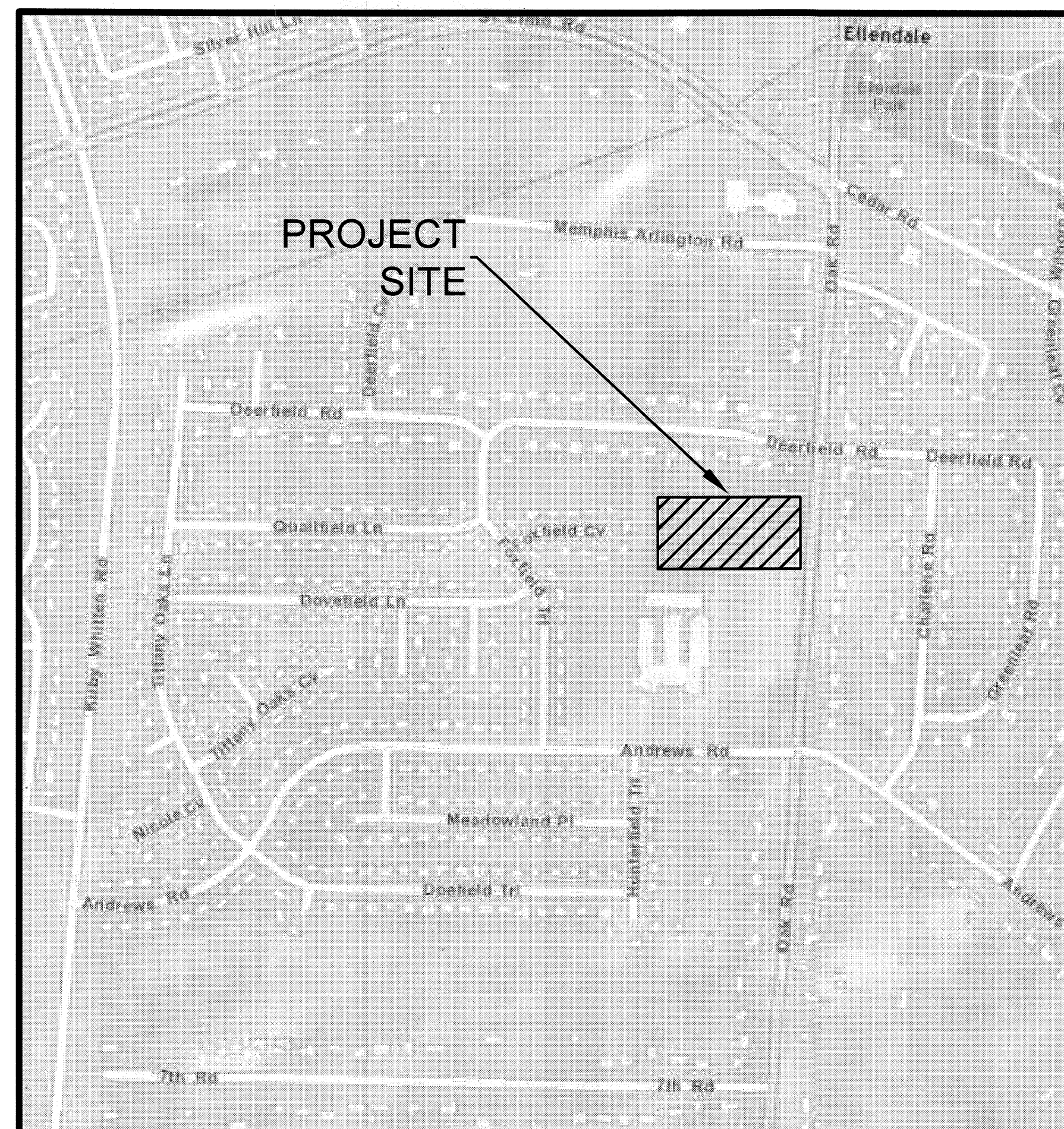
Bobby Simmons

Jack Young

Paula Sedgwick



CITY ENGINEER: William R. McClanahan P.E.



SCALE:
1"=100'

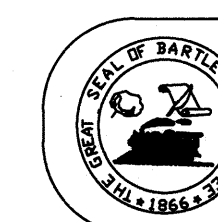
INDEX TO SHEETS

COVER SHEET
GRADING & DRAINAGE PLAN
PROFILE & SECTIONS

SHEET 1
SHEET 2
SHEET 3

BH BUCHART HORN
ENGINEERS • ARCHITECTS • PLANNERS

REVISIONS		
ITEM	DESCRIPTION	DATE

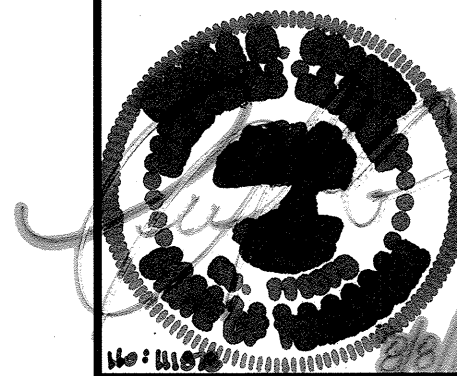


CITY OF BARTLETT
DEPARTMENT OF ENGINEERING

TITLE SHEET

**OAK ROAD DETENTION
BASIN PROJECT**

DRAWN: DMB DATE: 8/03/2017
CITY ENGINEER: W.R. McClanahan



**OAK ROAD DETENTION
BASIN PROJECT
CITY OF BARTLETT**

NO.	REVISION	BY	DATE

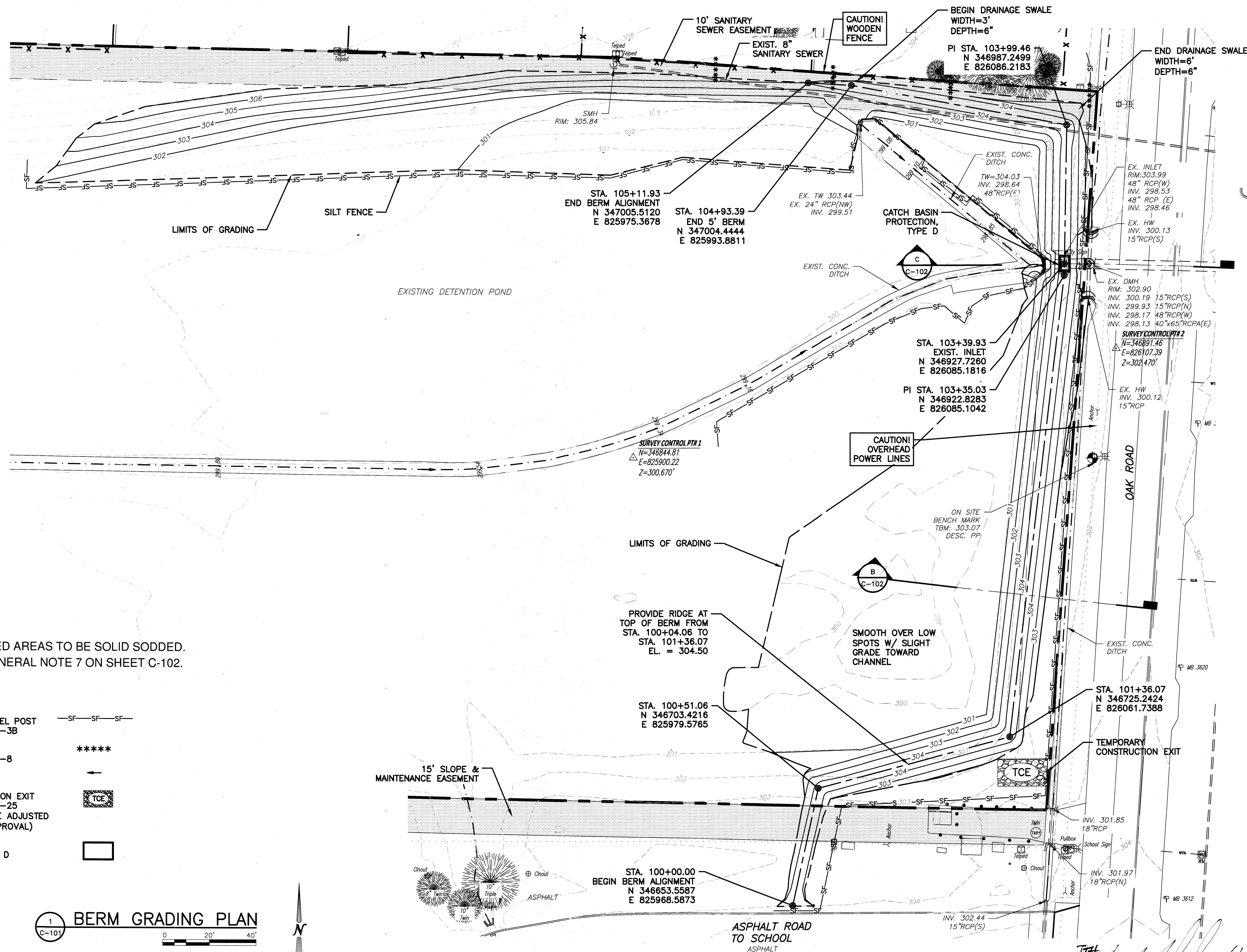
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CAD FILE:	C-101.DWG
ENGR./ARCH.:	DCV
DESIGN BY:	DCV
DRAWN BY:	DMB
CHECKED BY:	NMC
DATE:	08/03/2017

DRAWING INTENT IS TO INDICATE GENERAL ARRANGEMENT, DESIGN AND INTENT OF WORK AND IS PARTLY DIAGRAMMATIC. DRAWING SHALL NOT BE SCALED.
© Buechart Horn, Inc.

**GRADING &
DRAINAGE
PLAN**

DRAWING NO.
C-101

SHEET 2 OF 3

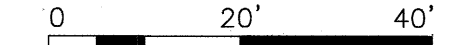


ALL DISTURBED AREAS TO BE SOLID SODDED.
REFER TO GENERAL NOTE 7 ON SHEET C-102.

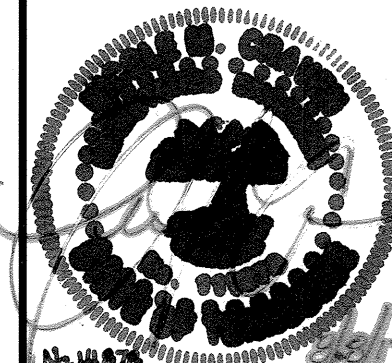
LEGEND

- SILT FENCE W/STEEL POST
PER TDOT EC-STR-3B
- FILTER SOCK
PER TDOT EC-STR-8
- FLOW ARROW
- TEMP. CONSTRUCTION EXIT
PER TDOT EC-STR-25
(LOCATION MAY BE ADJUSTED
WITH OWNER'S APPROVAL)
- CATCH BASIN
PROTECTION, TYPE D
EC-STR-19

BERM GRADING PLAN



J:\PROJECTS\77170-00\CAD\DWG\DWG SHEETS C-101 8/4/2017 12:32:24 PM



OAK ROAD DETENTION
BASIN PROJECT
CITY OF BARTLETT

NO.	REVISION	BY	DATE

PROJECT NO.:	77170-00
CAD FILE:	C-102.DWG
ENGR./ARCH.:	DCV
DESIGN BY:	DCV
DRAWN BY:	DMB
CHECKED BY:	NMC
DATE:	08/03/2017

DRAWING NO.	C-102
SHEET	3 OF 3

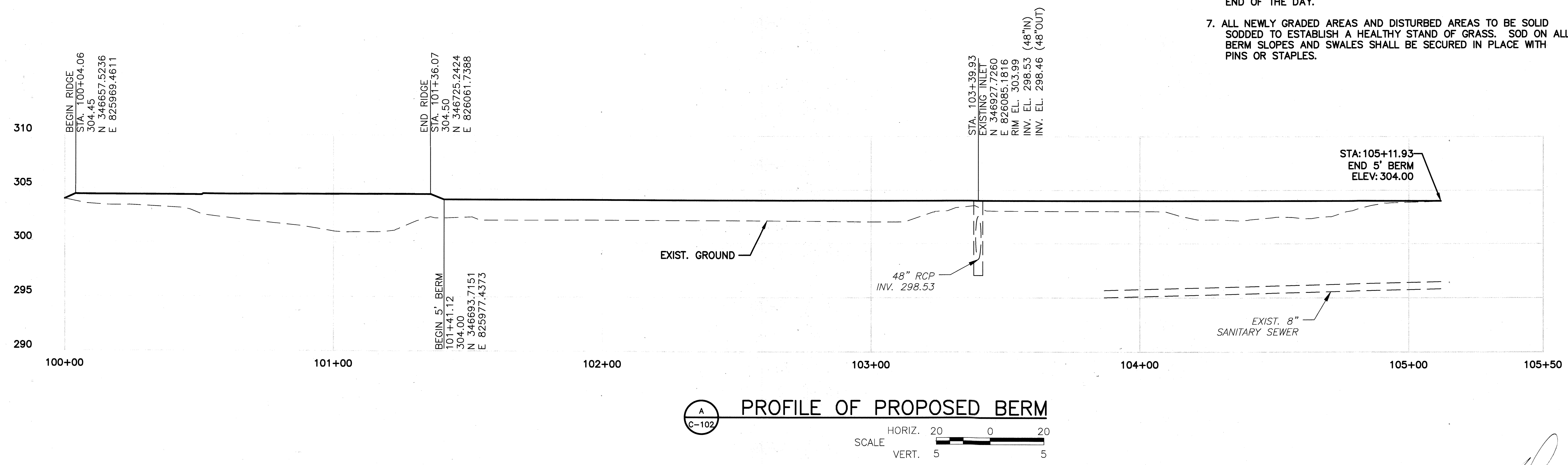
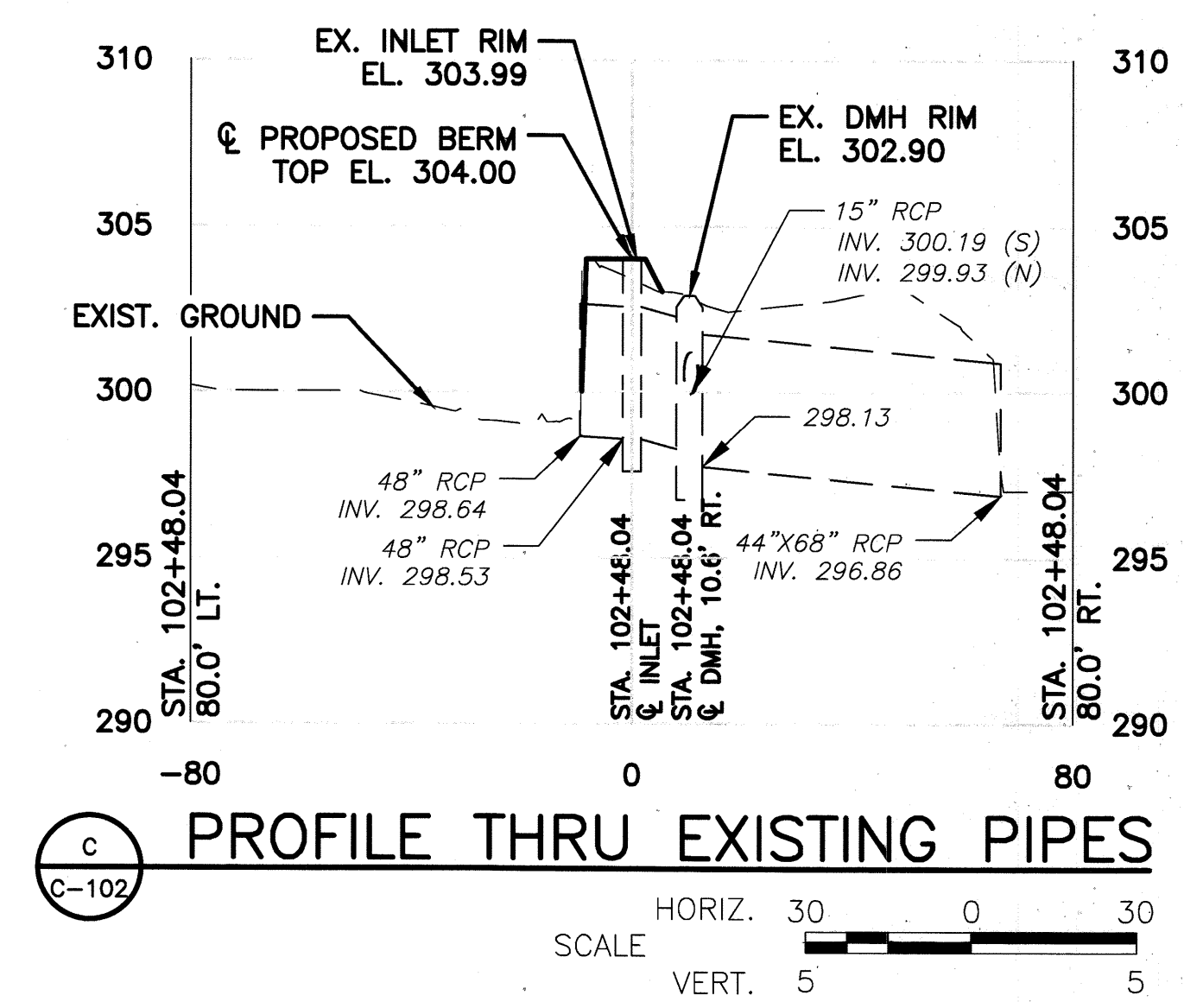
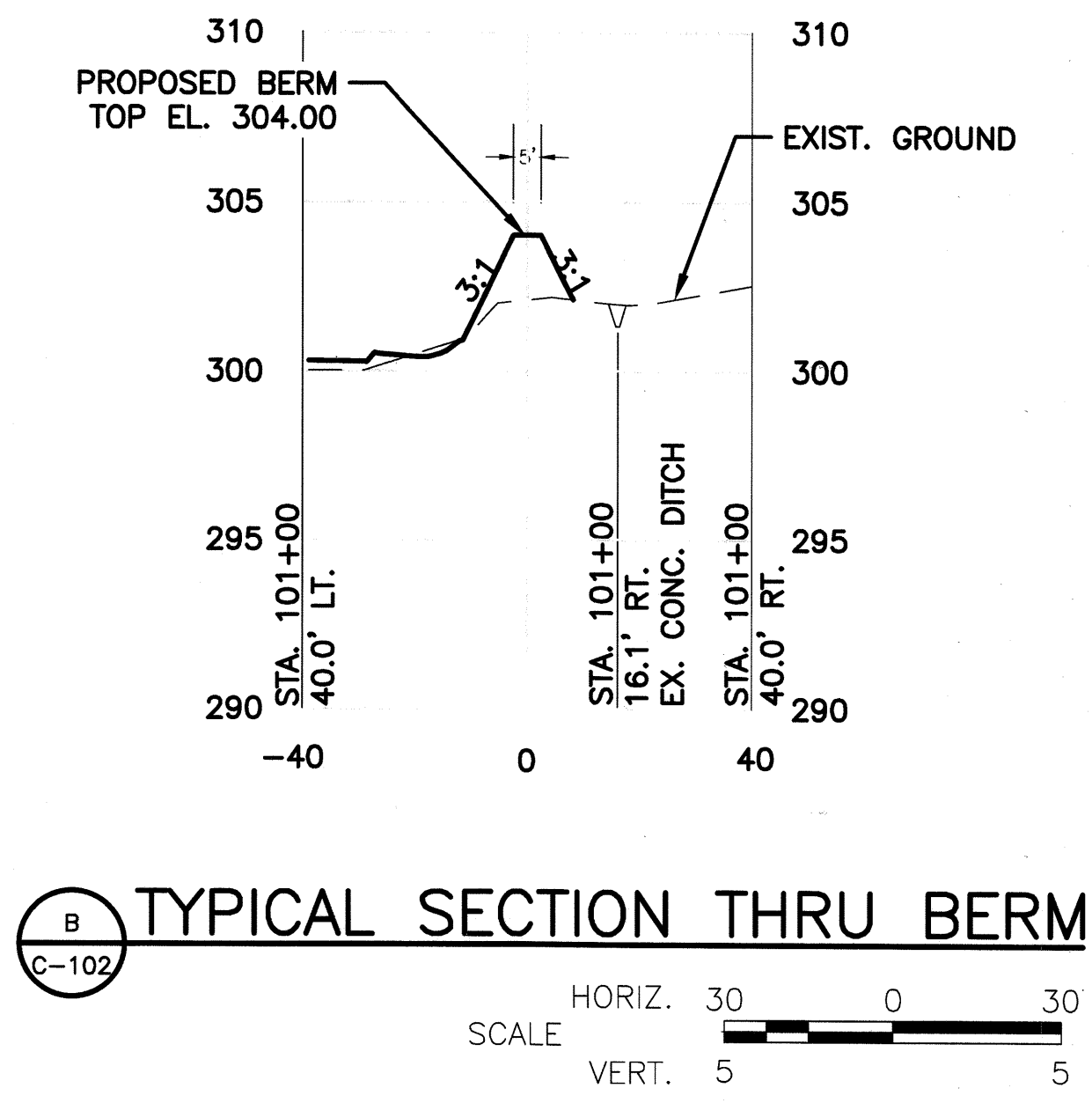
PROFILES &
SECTIONS

TRAFFIC CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF APPROPRIATE TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE CURRENT STATE OF TENNESSEE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
2. ALL TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL MEET THE STANDARD PRESCRIBED IN THE STATE OF TENNESSEE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND SHALL COMPLY WITH THE STATE OF TENNESSEE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 712 TEMPORARY TRAFFIC CONTROL.
3. CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE CITY OF BARTLETT ENGINEERING DEPARTMENT (901-385-6499) A MINIMUM OF 24 HOURS PRIOR TO COMMENCING CONSTRUCTION OR IMPLEMENTING A TRAFFIC CONTROL PLAN. ALL TRAFFIC CONTROL DEVICES MUST BE IN PLACE BEFORE CONSTRUCTION ACTIVITY BEGINS.
4. THE APPROPRIATE TRAFFIC CONTROL SHALL BE INSTALLED AT THE INCEPTION OF EACH STAGE OF CONSTRUCTION AND SHALL BE PROPERLY MAINTAINED AND/OR OPERATED DURING THE TIME SUCH SPECIAL CONDITIONS EXIST. THEY SHALL REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED AND SHALL BE IMMEDIATELY REMOVED THEREAFTER.
5. ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES. SIDE STREET, DRIVEWAY ACCESS, AND SAFE PEDESTRIAN WAYS SHALL BE MAINTAINED AT ALL TIMES.
6. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC, UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS THIRTY (30) FEET SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.

GENERAL NOTES:

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND NOT NECESSARILY ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY COMPANIES WHICH MAINTAIN A UTILITY LINE WITHIN THE BOUNDARIES OF THE PROJECT PRIOR TO THE INITIATION OF ANY CONSTRUCTION ON THE PROJECT OR IN THE STREETS BORDERING THE PROJECT. THE CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN CONSTRUCTION PERIMETERS, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING THE WORK ON THE PROJECT. FOR SITE LOCATION OF EXISTING UTILITIES INVOLVING MLG&W, SOUTH CENTRAL BELL, AND/OR TEXAS GAS COMPANY, CALL 1-800-351-1111. FOR SEWER LOCATIONS CALL 901-385-6499.
2. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD ANY EXISTING UTILITIES, SEWERAGE AND DRAINAGE SYSTEMS TO REMAIN FROM DAMAGE DURING THE LIFE OF THE PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED TO WORK OVER AND AROUND THE UTILITIES, THE CONTRACTOR WILL BE REQUIRED TO FURNISH SUCH EQUIPMENT. THE COST OF PROTECTING THE UTILITIES, ETC. FROM DAMAGE AND FURNISHING SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.
3. ALL GRADING WORK SHALL BE PERFORMED IN SUCH A MANNER THAT ADJACENT PROPERTIES ARE NOT DAMAGED OR ADVERSELY AFFECTED.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES TO CONTROL OR TREAT THE SEDIMENT SOURCES. FURTHER, THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY ANY TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) AGENT OR FEDERAL AUTHORITY HAVING JURISDICTION OVER THE SITE.
5. ANY STOCKPILED SOIL AND SEDIMENT SHALL BE PLACED IN A SINGLE LOCATION, UPSTREAM OF A SEDIMENT BASIN OR FILTRATION DEVICE(S), AND LEFT IN A NON-COMPACTED, POSITIVELY DRAINED STATE. SILT FENCING SHALL BE PLACED AND MAINTAINED AT THE BASE OF ALL SOIL AND SEDIMENT STOCKPILES. ALL SOIL AND SEDIMENT STOCKPILES SHALL BE STABILIZED IF THEY WILL REMAIN DORMANT FOR LONGER THAN FIFTEEN (15) DAYS.
6. TEMPORARY EROSION CONTROL MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY, BUT MUST BE REPLACED AT THE END OF THE DAY.
7. ALL NEWLY GRADED AREAS AND DISTURBED AREAS TO BE SOLID SODDED TO ESTABLISH A HEALTHY STAND OF GRASS. SOD ON ALL BERM SLOPES AND SWALES SHALL BE SECURED IN PLACE WITH PINS OR STAPLES.



\\BROA\77170-00\CADD\DWG\SHEETS C-102 8/4/2017 12:35:53 PM

JTH *[Signature]* 8/4/17

OAK ROAD DETENTION BASIN PROJECT
 Scaled Bid #: FY2018-08-013
 Due Date: August 31, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Thursday, August 31, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY 2018-08-013 OAK ROAD DETENTION BASIN PROJECT**" and addressed to:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

Construction Plans, Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Once these (3) documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Document Received Form, and **email** it to:

Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org.

This document must be received by Dena no later than 5:00PM CST on August 25, 2017. Failure to do so will disqualify you as a bidder.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to **John Horne, P. E.** at jhorne@cityofbartlett.org. These questions must be received by John no later than 5:00PM CST on August 25, 2017.

Please quote prices on attached sheet

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

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

ENSCOR, LLC (All Caps)
 NAME OF FIRM

jeff@enscor.net
 E-MAIL ADDRESS

5566 Commander Dr. Arlington, TN
 ADDRESS 38002


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

(901)-867-2297
 TELEPHONE

Jeff Smith
 PRINT NAME

NB-1

OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

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

Jeff Smith

Signed

Title

Owner

Subscribed and sworn before me this 29th day of Aug, 2017.

Signed

Cynthia H. Smith

Print Name

Cynthia H. Smith

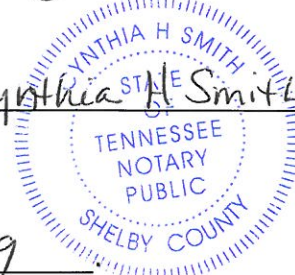
Title

CFO

My commission expires:

Feb 23

, 2019



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

OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

OAK ROAD DETENTION BASIN PROJECT

Sealed Bid #: FY2018-08-013

Due Date: August 31, 2017

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

Signatures on next page

OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

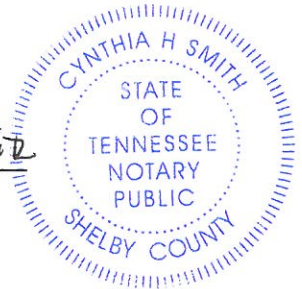
Suspension And Debarment Certification
 (signature page)

Company/Firm ENSCOR, LLC
 Print Name Jeff Smith
 Signed [Signature]
 Title Owner

Subscribed and sworn before me this 29th day of Aug, 2017.

Signed Cynthia H Smith Print Name Cynthia H Smith

Title CFO



My commission expires: Feb 23, 2019.

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

OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)
 County of Shelby) s.s.

Jeff Smith, being first duly sworn, deposes and says that:

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

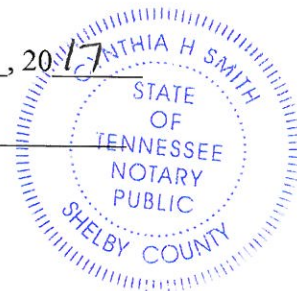
(Signed) _____

(Title) Owner

Subscribed and sworn before me this 29th day of Aug, 2017

Cynthia H Smith (Title) CFO

My commission expires Feb 23 2019.



OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

CONTRACT MONITORING

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

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

Company Name: ENSCOR, LLC Date: 8-16-17

Gender: Male 31 Female 3

Race: Caucasian 5

African American 4

Hispanic 25

Other (please specify) _____.

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

OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: ENSCOR, LLC Date Completed: 08-18-2017

Address: 5566 Commander Drive

City: Arlington State: Tennessee Zip: 38002

Phone: (901)-867-2247 Fax: (901)-867-9410

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

1. Are Title VI posters visible to staff? If yes, where? Yes; shop
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? yes
3. How is Title VI information disseminated to new/current employees? Company handbook; posters

OAK ROAD DETENTION BASIN PROJECT
 Scaled Bid #: FY2018-08-013
 Due Date: August 31, 2017

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

phone calls , faxes , letters

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

Contract listing in office

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) Bi-lingual foremen

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

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

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



Signature of Authorized Official

Date

08-18-2017

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:
Ted Archdeacon, Director of Personnel,
City of Bartlett; 901-385-6430

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

OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Tennessee)
 County of Shelby ^{S.S.})

Jeff Smith, being first duly sworn, deposes and says that:

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

Print Name Jeff Smith
 Signed [Signature]
 Title Owner

Subscribed and sworn before me this 29th day of Aug, 2017.

Signed Cynthia H. Smith Print Name Cynthia Smith
 Title CFO

My commission expires: Feb 23, 2019.



OAK ROAD DETENTION BASIN PROJECT
 Sealed Bid #: FY2018-08-013
 Due Date: August 31, 2017

BID PRICING SHEET

Item No.	Description	Unit	Qty	Unit Price	Total Amount
1	Mobilization	LS	1	5000.00	5000.00
2	Clearing and Grubbing	AC	0.83	5000.00	4150.00
3	Excavation, Unclassified and Borrow [Borrow]	CY	25	10.00	250.00
4	Excavation, Unclassified and Borrow [Total cut]	CY	475	10.00	4750.00
5	Sod	SY	4020	3.50	14070.00
6	Water (for Sod)	MG	40	1.00	40.00
7	Temporary Silt Fence with Steel Posts [TDOT EC-STR-3B]	LF	1140	4.00	4560.00
8	Filter Sock Check Dam [TDOT EC-STR-8]	EA	4	200.00	800.00
9	Catch Basin Protection, Type D [TDOT EC-STR-19]	EA	1	200.00	200.00
10	Excavation, Unclassified for Temporary Construction Exit [TDOT EC-STR-25]	CY	7	10.00	70.00
11	18-inch Temporary Drainage Pipe for Temporary Construction Exit [TDOT EC-STR-25]	LF	16	200.00	3200.00
12	Machined Rip-Rap (Class A-3) for Temporary Construction Exit [TDOT EC-STR-25]	TON	12	100.00	1200.00
13	Geotextile (Type III) (Erosion Control) for Temporary Construction Exit [TDOT EC-STR-25]	SY	21	6.00	126.00
Total Base Bid				\$38,416.00	

Attachment: OAK ROAD DETENTION BASIN PROJECT BID BOOK ENSCOR LLC (2223 : Bid for Oak Road Detention Basin Project)

OAK ROAD DETENTION BASIN PROJECT
Sealed Bid #: FY2018-08-013
Due Date: August 31, 2017

TOTAL BASE BID IN WORDS:

THIRTY EIGHT THOUSAND FOUR HUNDRED SIXTEEN
DOLLARS

ENSCOR, LLC
CONTRACTOR

(901) - 867-2297
PHONE NUMBER


AUTHORIZED REPRESENTATIVE (SIGNATURE)

08-31-2017
DATE

Jeff Smith
AUTHORIZED REPRESENTATIVE (PRINT)

jeff@enscor.net
EMAIL ADDRESS

Attachment: OAK ROAD DETENTION BASIN PROJECT BID BOOK ENSCOR LLC (2223 : Bid for Oak Road Detention Basin Project)

OAK ROAD DETENTION BASIN PROJECT
 Scaled Bid #: FY2018-08-013
 Due Date: August 31, 2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC

_____ As Principal, and
Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound
 unto City of Bartlett as OWNER in the penal sum of _____
5% of BID for the payment of which, well and truly to be
 made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this 31st day of August, 2017.

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

Scaled Bid #: FY2018-08-013

NOW, THEREFORE,

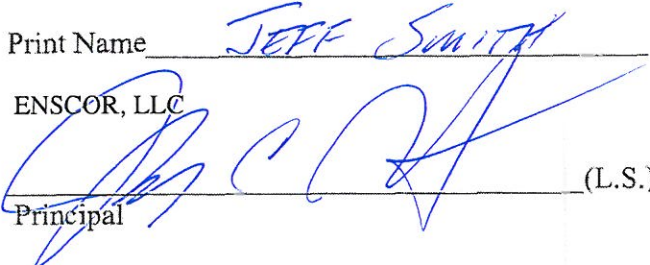
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for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

BB-1

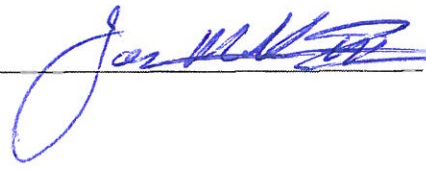
OAK ROAD DETENTION BASIN PROJECT
 Scaled Bid #: FY2018-08-013
 Due Date: August 31, 2017

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

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

Print Name JEFF SMITH
 ENSCOR, LLC

 Principal _____ (L.S.)

Surety
 Travelers Casualty and Surety Company of America

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

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No.

224273

Certificate No. 007105610

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph Madden III, Richard L. Powell, Ric Stallings, Mark Harris, Keith W. Brown, W. W. Jones II, and Cooper W. Permenter

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/26/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for Old Brownsville Road Sewer Project, Phase I.

The Old Brownsville Road Sewer Project Phase I Project was advertised in The *Daily News* on August 10, 2017. The contractors that picked up bid documents are as follows:

Albro Construction Services
Argo Construction Corp.
B & C Construction Co.
Delgado General Corp
Encor, LLC
Madden Phillips Construction
Northwest Contracting Services
Owens Construction

On August 31, 2017, we received five bids for the construction of the Old Brownsville Road Sewer Project Phase I Project. The apparent low bidder, ENSCOR, LLC, submitted a total base bid of **\$206,980.00**. Based on the bid prices submitted, the Engineering Department recommends awarding this contract to ENSCOR, LLC in the base bid amount of **\$206,980.00** plus an additional amount of **\$23,020.00** for items that may need to be added during construction for a total not to exceed **\$230,000.00**. Encor, LLC has performed work for the City of Bartlett on other projects. Funding is available in Account 312.48312.780.81151.

Bidder	Total Base Bid
Delgado General Corp	\$257,480.00
Encor, LLC	\$206,980.00
Madden Phillips Construction	\$226,019.00
Northwest Contracting Services	\$249,345.00
Owens Construction	\$373,110.00

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

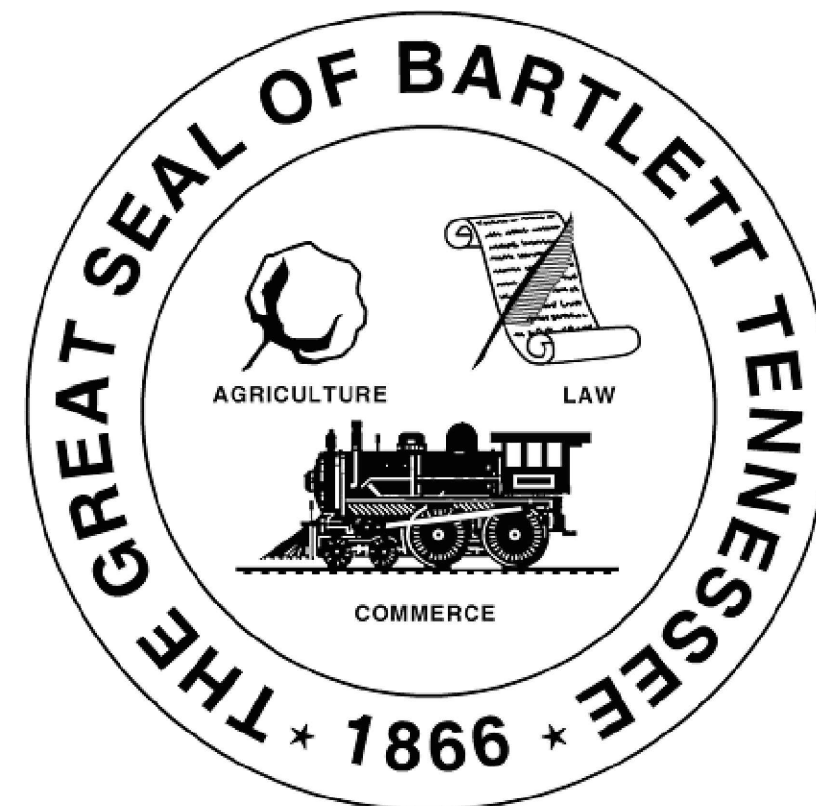
MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young

OLD BROWNSVILLE ROAD SEWER PROJECT 2017

PHASE 1



INDEX OF SHEETS

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FOR THE CITY OF BARTLETT, TN

MAYOR:

A. KEITH MCDONALD

ALDERMEN:

WC (BUBBA) PLEASANT

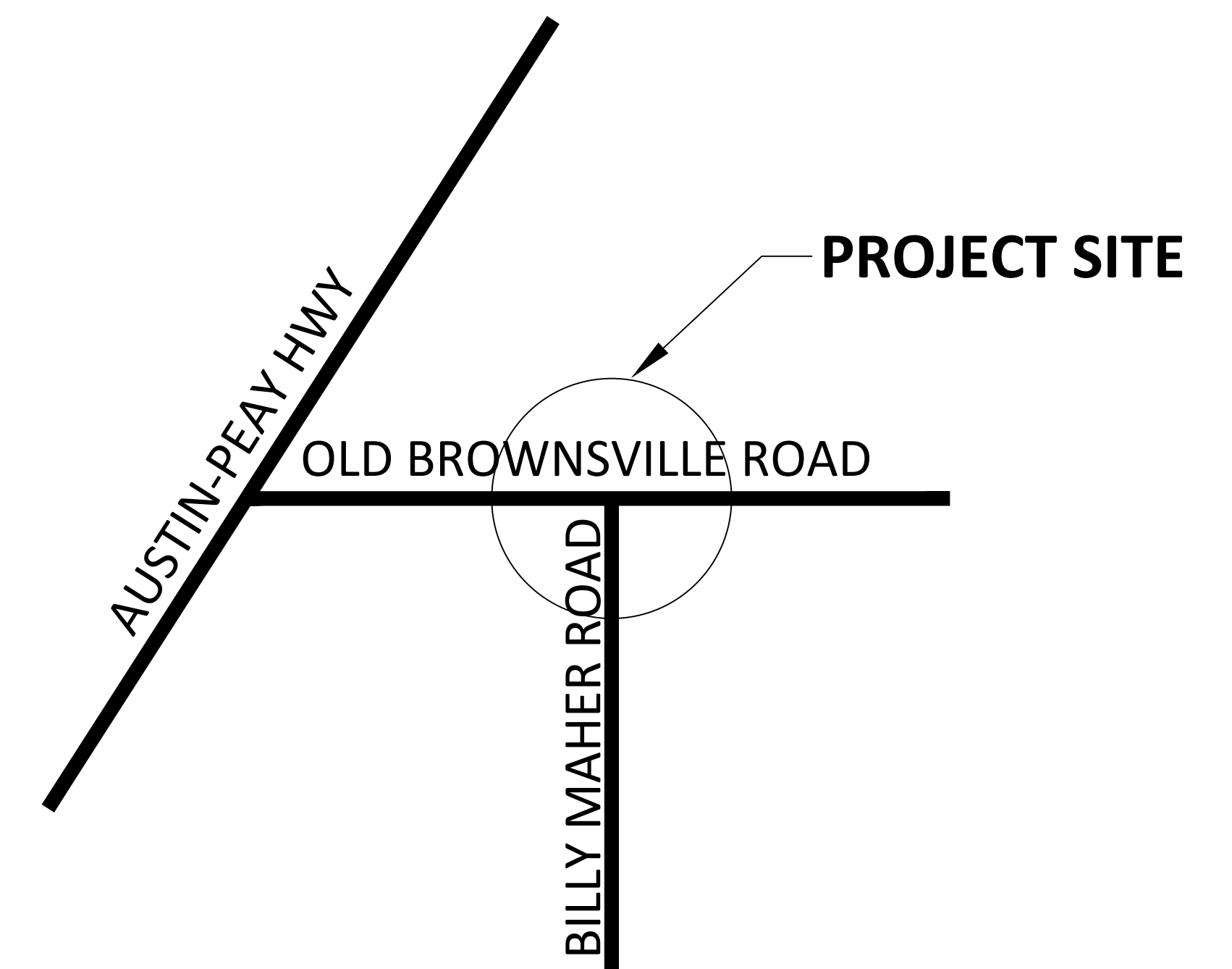
EMILY ELLIOTT

DAVID PARSONS

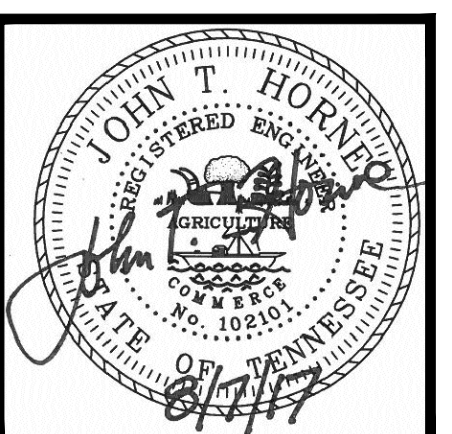
BOBBY SIMMONS

JACK YOUNG

PAULA SEDGWICK



CITY ENGINEER: William R. McClanahan P.E.





- GENERAL NOTES:
1. NOTIFY THE CITY OF BARTLETT ENGINEERING DEPARTMENT BEFORE CONSTRUCTION BEGINS. (PHONE:385-6499)
 2. 98% COMPACTION, STANDARD PROCTOR, IS REQUIRED ON ALL ROAD SUBGRADE, TRENCHES, AND BUILDING AREAS OF LOTS.
 3. LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE NOT NECESSARILY ALL OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING 811 TO INITIATE THE APPROPRIATE UTILITY COMPANIES IN ORDER TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND/OR UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY CONSTRUCTION. CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR THE DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN THE CONSTRUCTION PERIMETERS. FOR SITE LOCATIONS OF EXISTING UTILITIES, PLEASE CALL 811.
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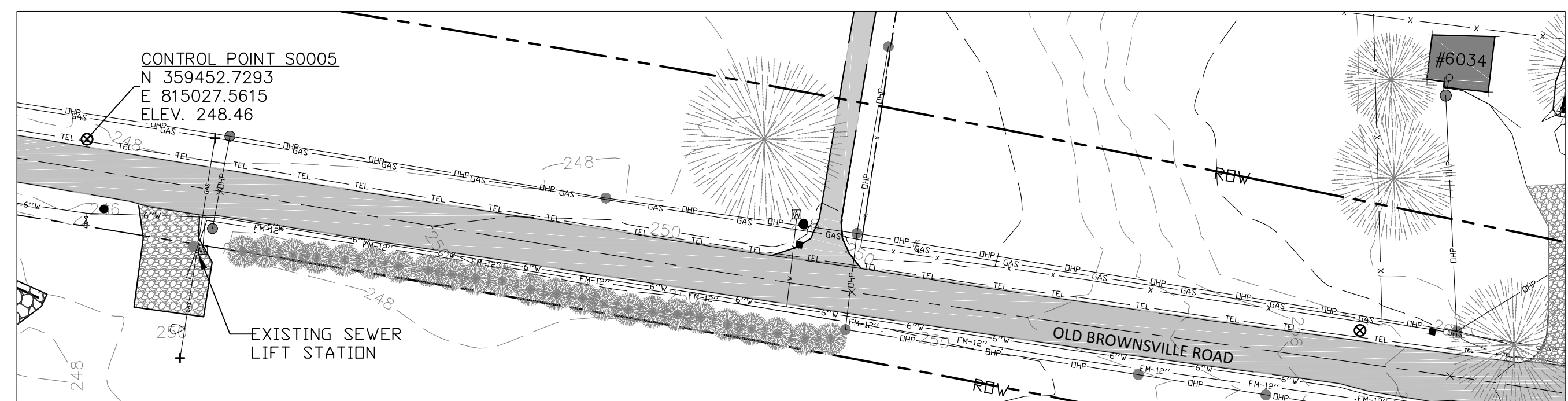
APPROVED FOR CONSTRUCTION

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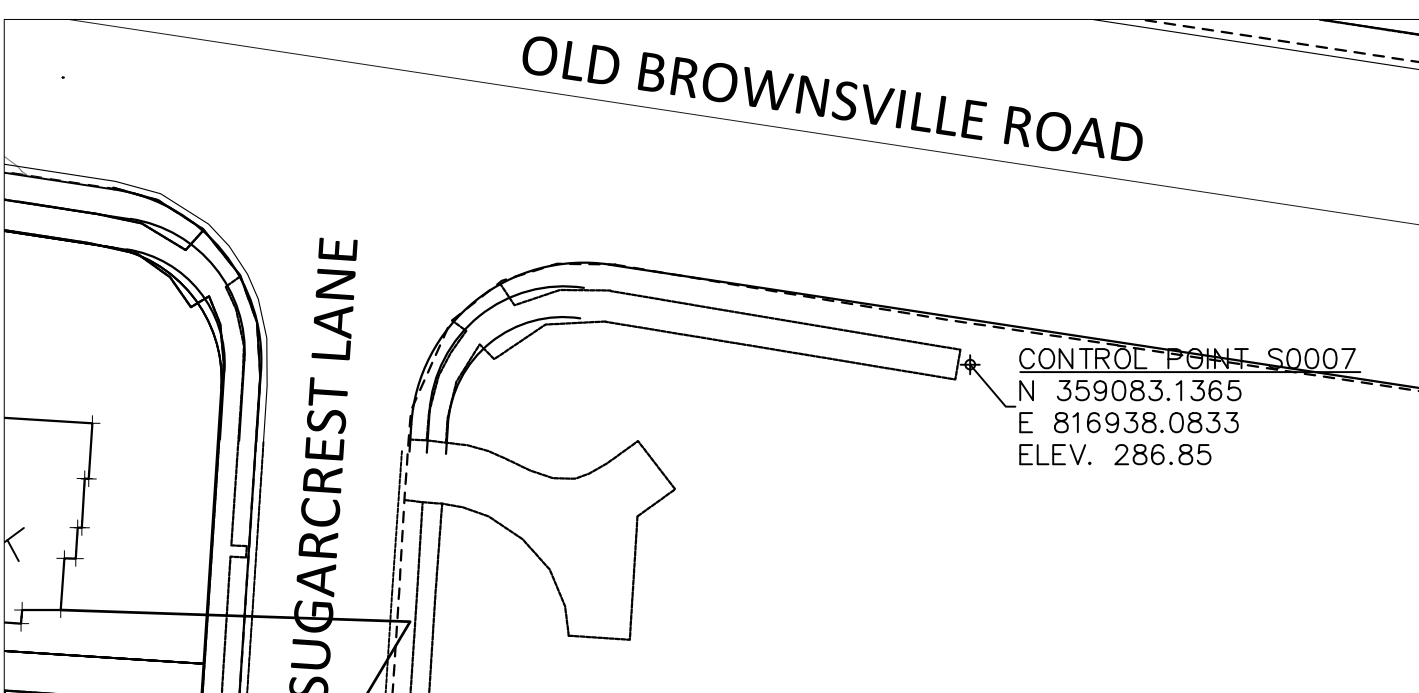
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W.P. Muller
CITY ENGINEER
APPROVAL DATE 8/7/17
APPROVAL EXPIRES IN 12 MONTHS

- LEGEND
- Existing Trees
 - Existing Elevation Contour
 - Existing Fence
 - Existing Overhead Electric Power
 - Existing Power Pole
 - Existing Gas Line
 - Existing UG Communication Line
 - Existing Water Line
 - Existing Drainage Line
 - Existing Sewer Line
 - Road Right of Way
 - Existing Property Line
 - Existing Asphalt
 - Existing Gravel Driveway
 - Existing Water Meter
 - Existing Mail Box

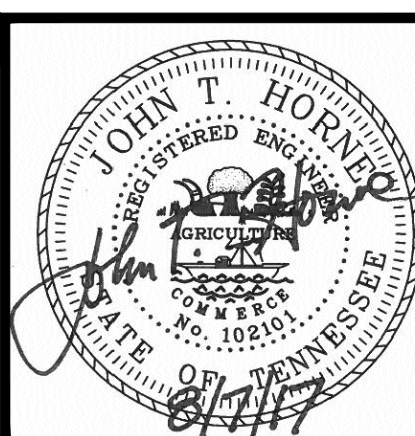


CONTROL POINT S0005 LOCATION



CONTROL POINT S0007 LOCATION

REVISIONS		
ITEM	DESCRIPTION	DATE



CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD BARTLETT, TN 38134 901-385-6499

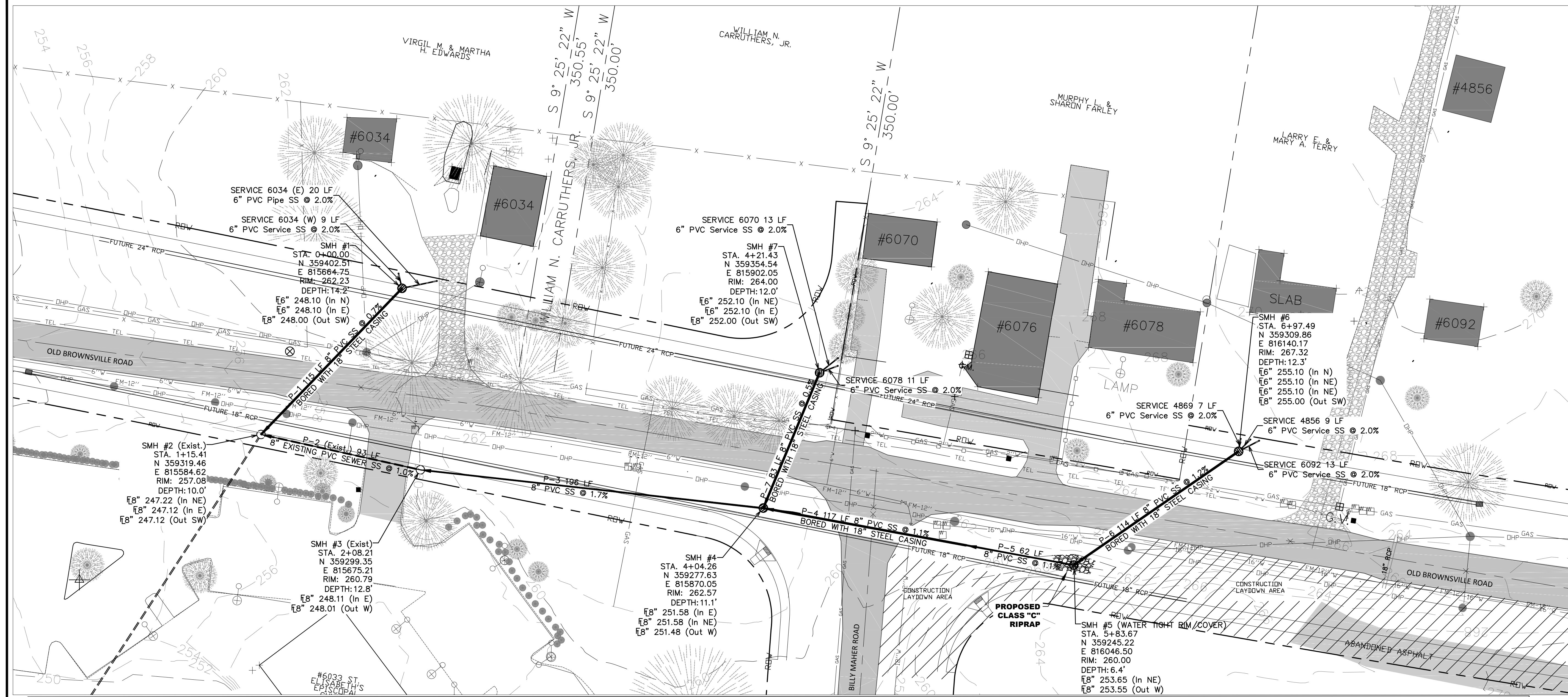
EXISTING CONDITIONS
Old Brownsville Road
Sewer Project 2017 Phase 1

DRAWN: J.HORNE DATE: 4/17

CITY ENGINEER: *W.P. Muller*
DATE: 8/7/17

811 Know what's below. Call 811 before you dig.

SHEET C1



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W.A. Muller
CITY ENGINEER

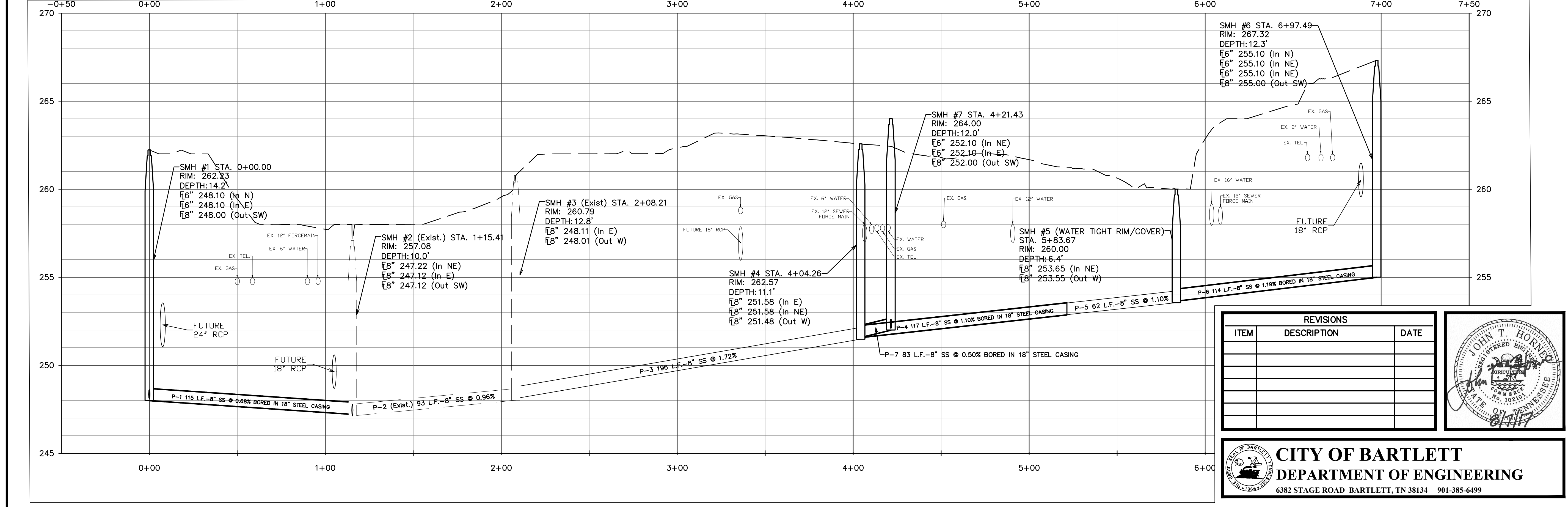
APPROVAL DATE: 8/7/17

APPROVAL EXPIRES IN 12 MONTHS

LEGEND

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- Existing Asphalt
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- Existing Mail Box

SCALE: 1" = 30'



REVISIONS

ITEM	DESCRIPTION	DATE

CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD BARTLETT, TN 38134 901-385-6499

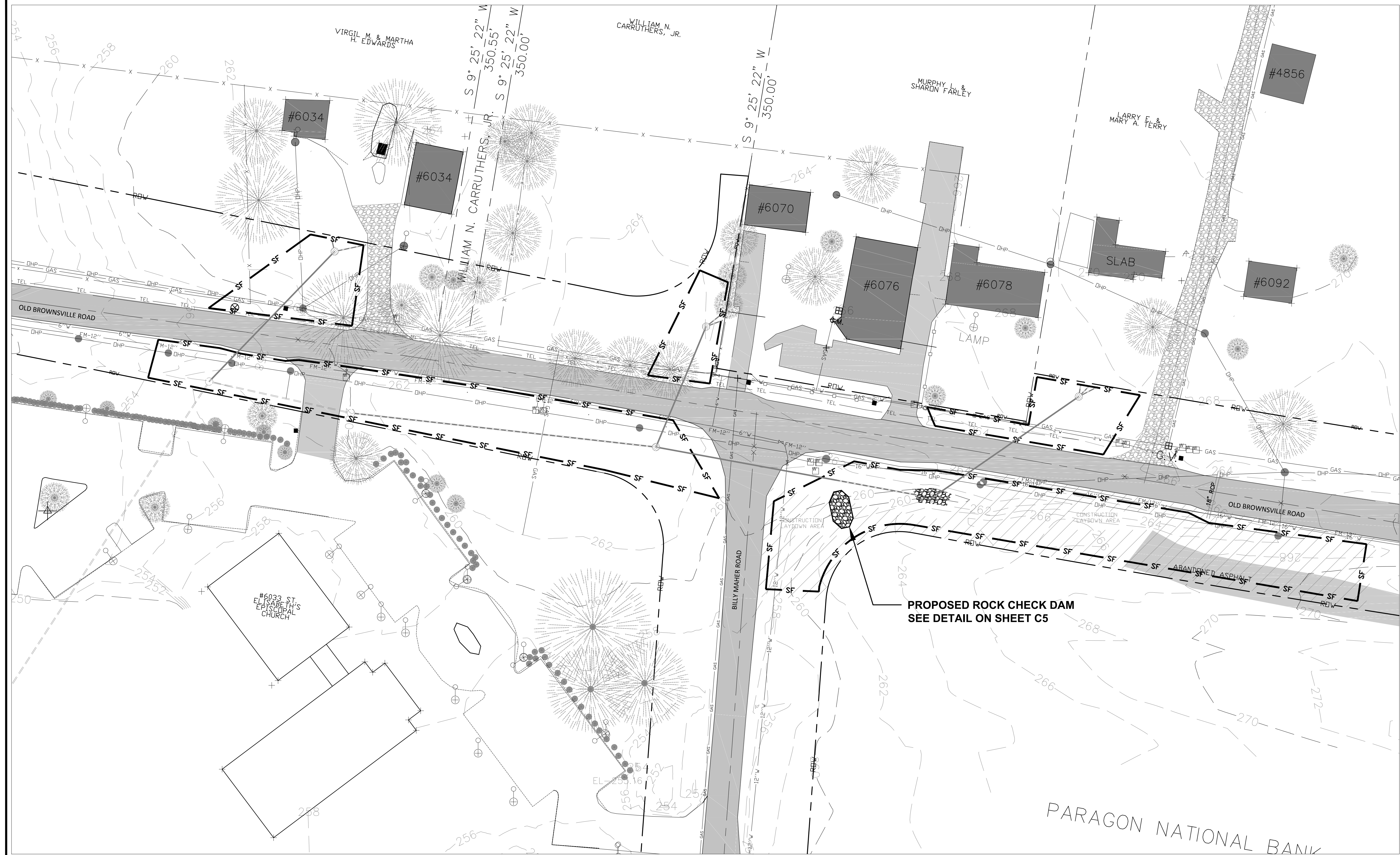
SEWER PLAN & PROFILE
Old Brownsville Road
Sewer Project 2017 Phase 1

DRAWN: J.HORNE DATE: 4/17

CITY ENGINEER: *W.A. Muller*
DATE: 8/7/17

811 Know what's below.
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SHEET C2



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W.P. Muller
CITY ENGINEER
APPROVAL DATE: 8/17/17
APPROVAL EXPIRES IN 12 MONTHS

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 - Road Right of Way
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 - Existing Gravel Driveway
 - Existing Water Meter
 - Existing Mail Box



EPSC PHASE 1 SEQUENCE

1. INSTALL PERIMETER SILT FENCE AND ROCK CHECK DAM.
2. BEGIN CONSTRUCTION

— SF — SILT FENCE

DISTURBED AREA: 36,000 SF

REVISIONS		
ITEM	DESCRIPTION	DATE



CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD BARTLETT, TN 38134 901-385-6499

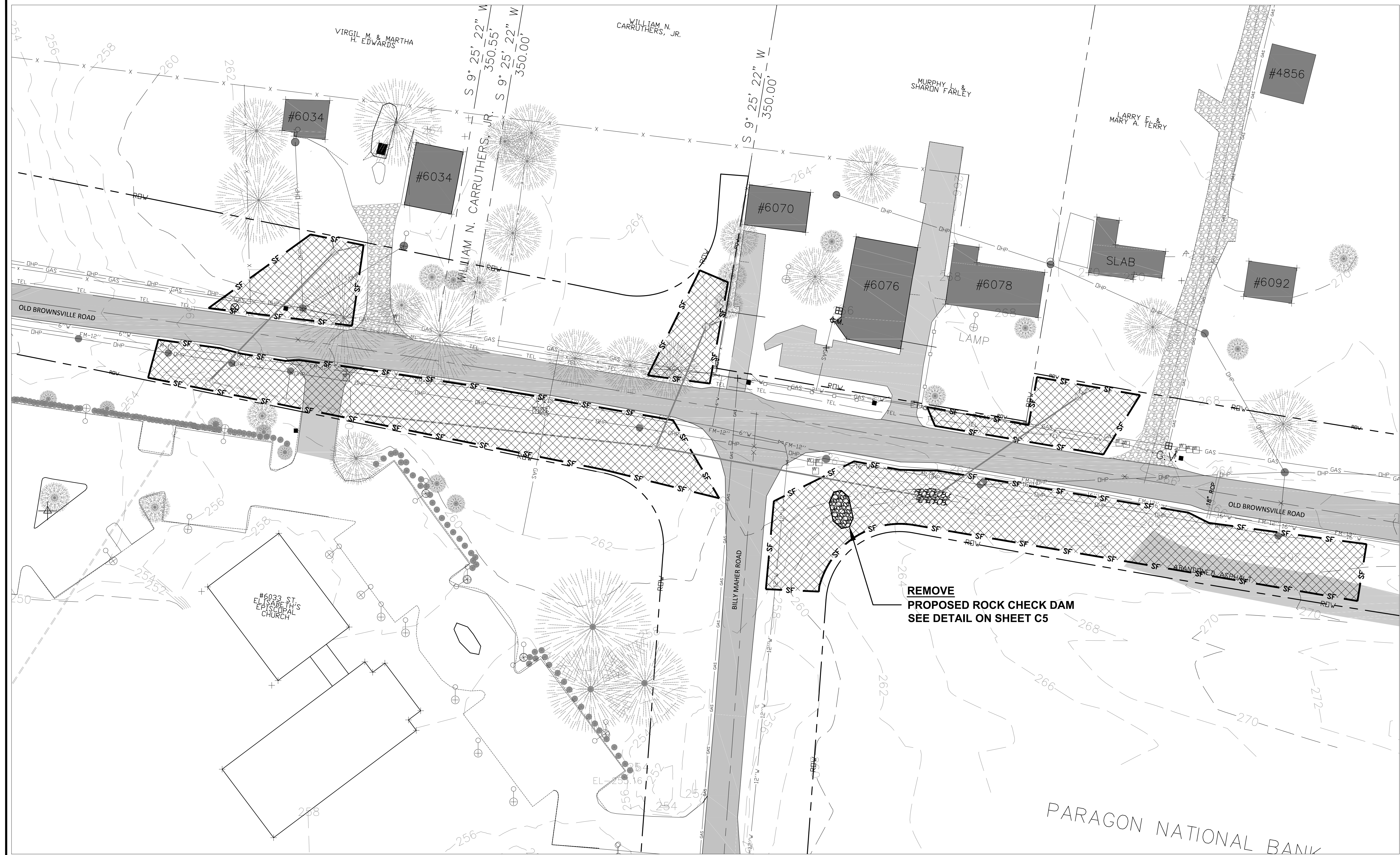
EROSION CONTROL PHASE 1
Old Brownsville Road
Sewer Project 2017 Phase 1

DRAWN: J.HORNE DATE: 4/17

CITY ENGINEER: *W.P. Muller*
DATE: 8/17/17

811 Know what's below. Call 811 before you dig.

SHEET C3



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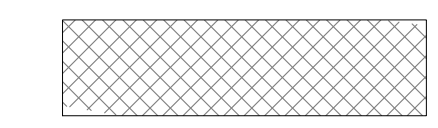
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W.P. Muller
CITY ENGINEER
APPROVAL DATE: 8/7/17
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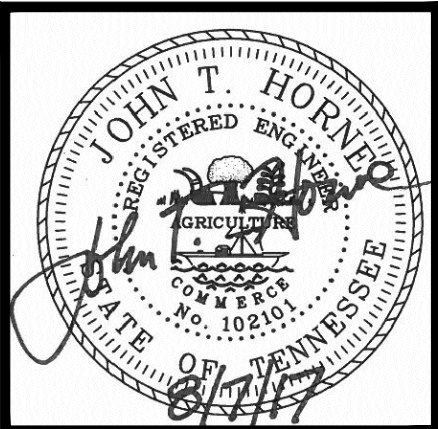
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 - Existing Mail Box



- PHASE 2 SEQUENCE**
1. COMPLETE ALL CONSTRUCTION.
 2. STABILIZE ALL DISTURBED AREAS WITH SOD.
 3. REMOVE ALL EROSION CONTROLS (SILT FENCE, ROCK CHECK DAM, AND CONSTRUCTION ENTRANCE.)

-  **PHASE 2 SOLID SODDING**
-  **SILT FENCE**

REVISIONS		
ITEM	DESCRIPTION	DATE



 **CITY OF BARTLETT**
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD BARTLETT, TN 38134 901-385-6499

EROSION CONTROL PHASE 2
Old Brownsville Road
Sewer Project 2017 Phase 1

DRAWN: J.HORNE DATE: 4/17

CITY ENGINEER: *W.P. Muller*
DATE: 8/7/17

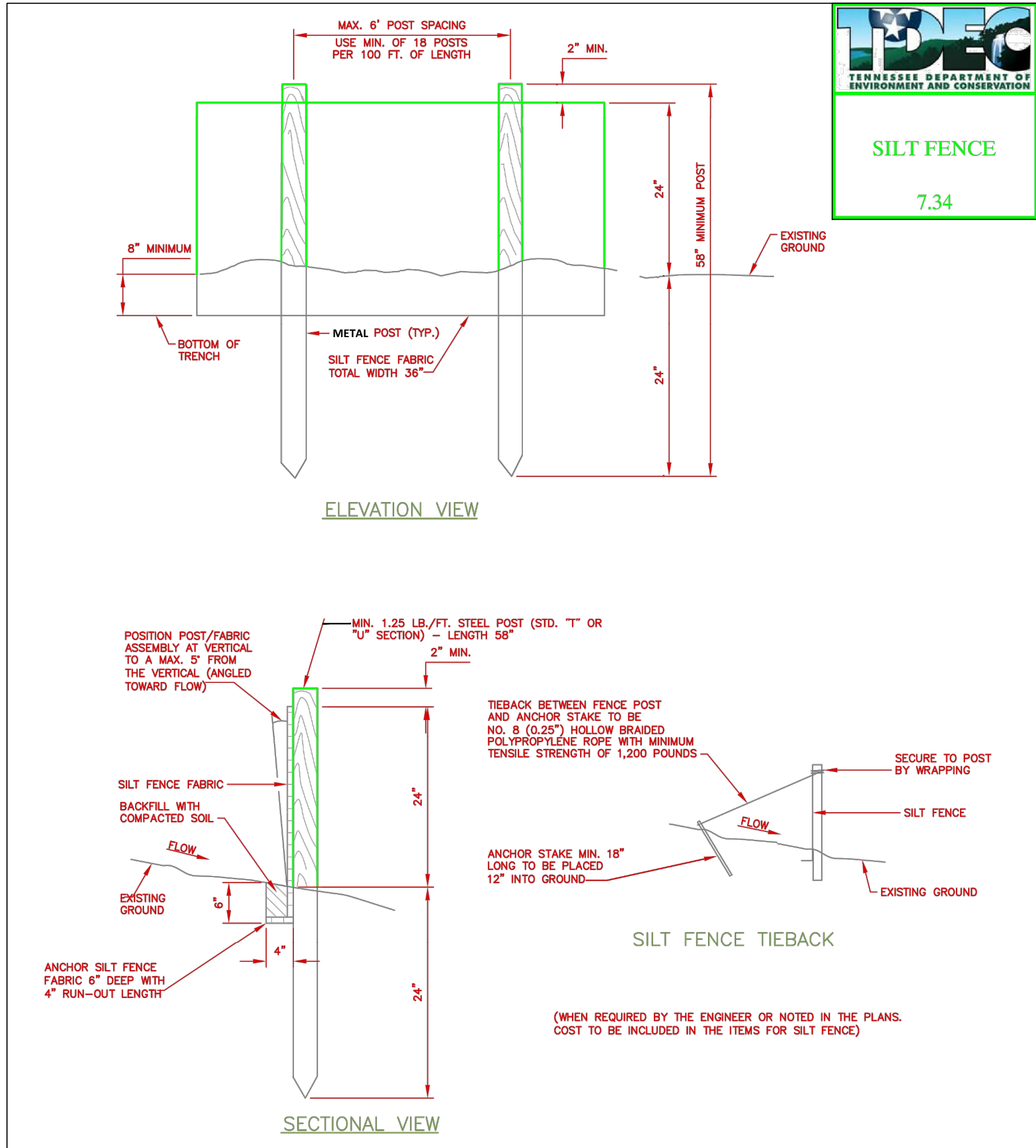
811 Know what's below. Call 811 before you dig.

SHEET C4

EROSION CONTROL NOTES

- CLEARING AND GRUBBING SHALL BE THE MINIMUM NECESSARY FOR GRADING AND EQUIPMENT OPERATION.
- SEQUENCE CONSTRUCTION TO MINIMIZE EXPOSURE TIME OF CLEARED AREA.
- STABILIZE CLEARED AREA BEFORE PROCEEDING TO CLEAR ANOTHER BY TEMPORARILY OR PERMANENTLY PROTECTING THE DISTURBED SOIL SURFACE FROM RAINFALL IMPACTS AND RUNOFF.
- EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN.
- ALL CONTROL MEASURES MUST BE PROPERLY CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES TWICE WEEKLY, A MINIMUM OF 72 HOURS APART AND AFTER EACH RAINFALL PER TDEC CONSTRUCTION GENERAL PERMIT REQUIREMENTS. DAILY CHECKING IS REQUIRED DURING PROLONGED RAINFALL. MAINTAIN A RAIN GAUGE ON SITE WITH A PERMANENT RAINFALL LOG. MAINTAIN A PERMANENT LOG OF CHECKS AND MAINTINANCE MEASURES.
- KEEP CONSTRUCTION DEBRIS FROM ENTERING THE SWALES, DITCHES AND STREAM CHANNEL.
- PROMPTLY BACKFILL AND STABILIZE TRENCHES AND/OR PITS.
- DESIGN A SPECIFIC QUALIFIED INDIVIDUAL TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS AND TO KEEP THE PERMANENT JOB LOG.
- THE PERSON RESPONSIBLE FOR MAINTAINING THE EROSION CONTROL MEASURES AND LOG SHALL HAVE THE APPROPRIATE CERTIFICATION AS REQUIRED BY TDEC. A COPY OF THIS CERTIFICATION SHALL BE MAINTAINED AT THE JOB SITE.
- EROSION CONTROLS ARE NOT LIMITED TO THE SPECIFIED PRACTICES; HOWEVER, ALTERNATIVE MEASURES MUST BE AT LEAST AS EFFECTIVE IN CONTROLLING EROSION AND SEDIMENTATION.
- DO NOT DESTROY, REMOVE, OR DISTURB VEGETATIVE GROUND COVER MORE THAN 10 CALENDAR DAYS PRIOR TO GRADING.

- APPLY TO AREAS THAT WILL REMAIN UNFINISHED FOR MORE THAN 14 CALENDAR DAYS APPROPRIATE ANNUAL VEGETATION FOR TEMPORARY SOIL STABILIZATION.
- APPLY AS SOON AS POSSIBLE AFTER FINAL GRADING PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION. BUT NO MORE THAN 14 CALENDAR DAYS AFTER FINAL GRADING.
- INSTALL STAKED AND ENTRENCHED MULCH SOCKS AND/OR SILT FENCE ALONG THE BASE OF ALL BACKFILLS AND CUTS, ON THE DOWNHILL SIDE OF STOCKPILED SOIL, AND ALONG STREAM BANKS IN CLEARED AREAS TO PREVENT EROSION INTO STREAM. DO NOT PLACE SILT FENCE IN FLOWING STREAM.
- DIVERT ALL SURFACE WATER FLOWING TOWARD THE CONSTRUCTION AREA AROUND THE CONSTRUCTION AREA BY THE USE OF DIKES, BERMS, CHANNELS, OR SEDIMENT TRAPS, AS NECESSARY.
- ALL EROSION CONTROL MEASURES SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE CITY OF BARTLETT AND TDEC.
- EROSION CONTROL MEASURES MUST BE APPROPRIATELY ADJUSTED, RELOCATED, AND MODIFIED IN ACCORDANCE WITH APPLICABLE REQUIREMENTS AND REGULATIONS TO ADDRESS CHANGING SITE CONDITIONS AS THE PROJECT PROGRESSES.
- IF THE EROSION CONTROL MEASURES SELECTED AND CONSTRUCTED FAIL TO ADEQUATELY CONTROL EROSION AND OFF-SITE SEDIMENT TRANSPORT, ALTERNATIVE METHODS MUST BE USED AND APPROVED BY THE DIVISION OF ENGINEERING AND TDEC. INADEQUATELY CONTROLLED EROSION IS A VIOLATION OF BARTLETT ORDINANCES AND TENNESSEE STATE LAW AND WILL NOT BE PERMITTED.
- ANY EROSION CONTROL MEASURES SHOWN HERE ARE INTENDED AS A MINIMUM GUIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROLS NECESSARY TO COMPLY WITH ALL APPLICABLE CITY, STATE AND FEDERAL LAWS.
- EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, THEN ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL AND/OR TREAT THE SEDIMENT SOURCE BEFORE LAND AND/OR AQUATIC DISTURBANCE MAY CONTINUE.
- PROTECT INLETS DURING CONSTRUCTION. KEEP SEDIMENT OUT OF THE STORM DRAINAGE SYSTEM. MODIFY PROTECTION AS CONSTRUCTION PROGRESSES. INSPECT AND MODIFY INLET PROTECTIONS AS NECESSARY TO INSURE SATISFACTORY TRAPPING OF SEDIMENT.



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APPROVED FOR CONSTRUCTION

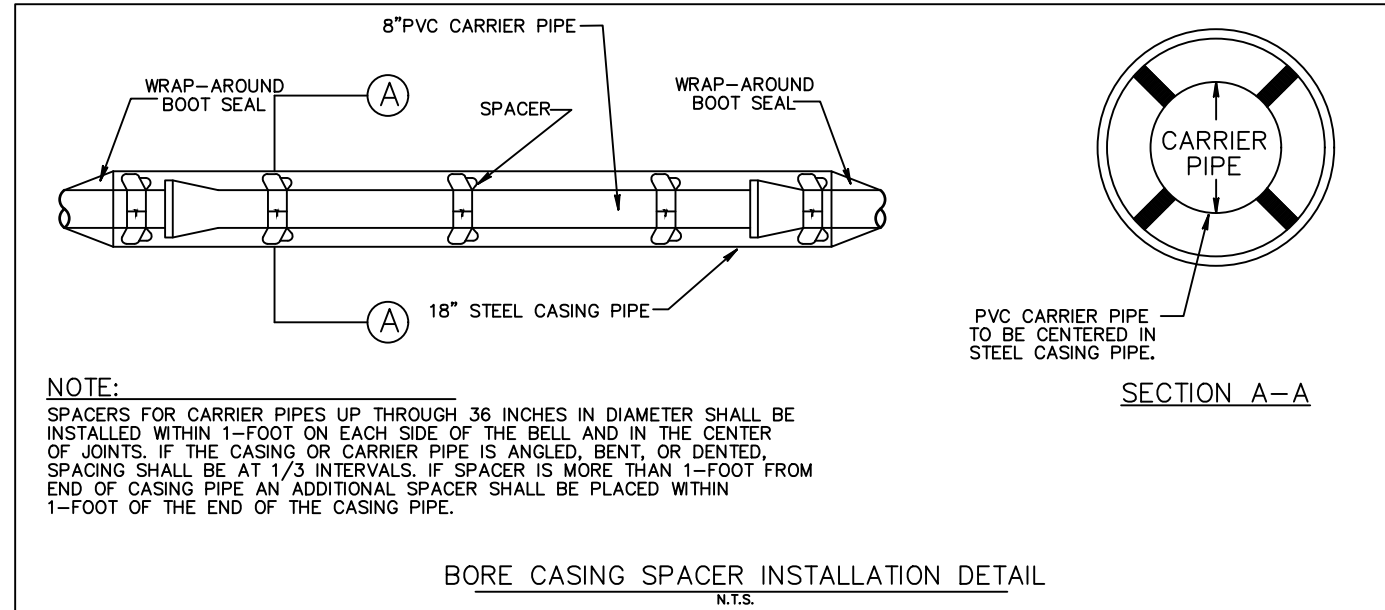
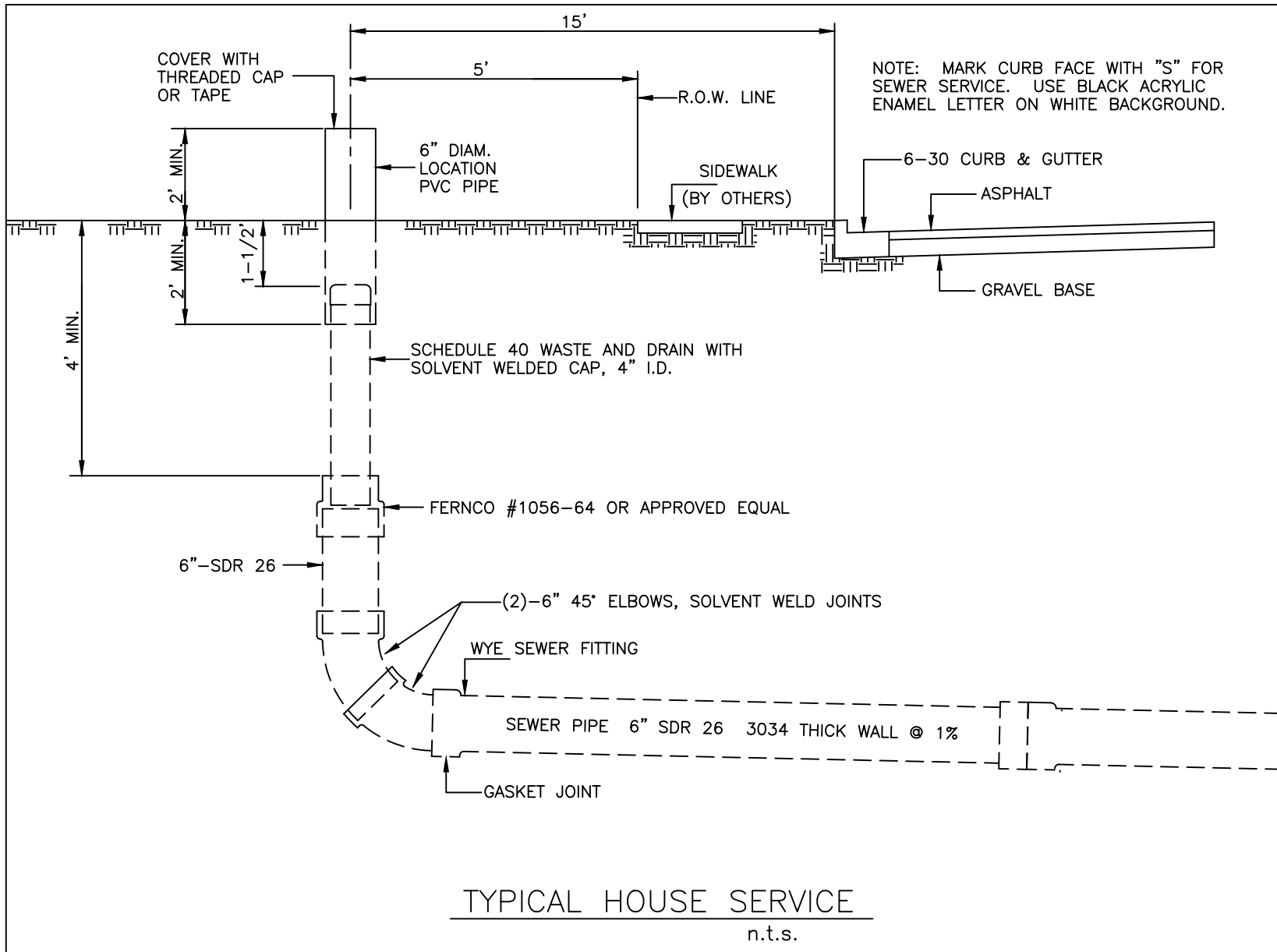
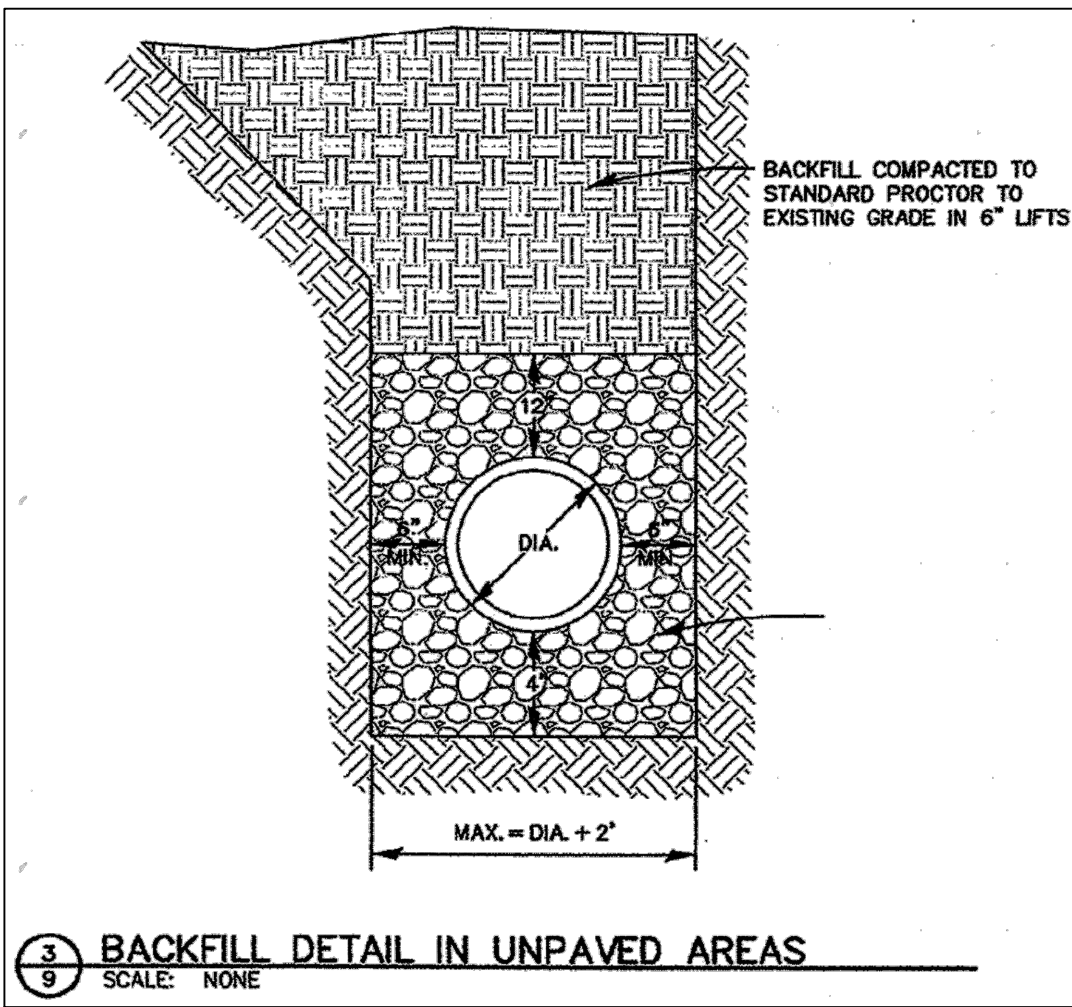
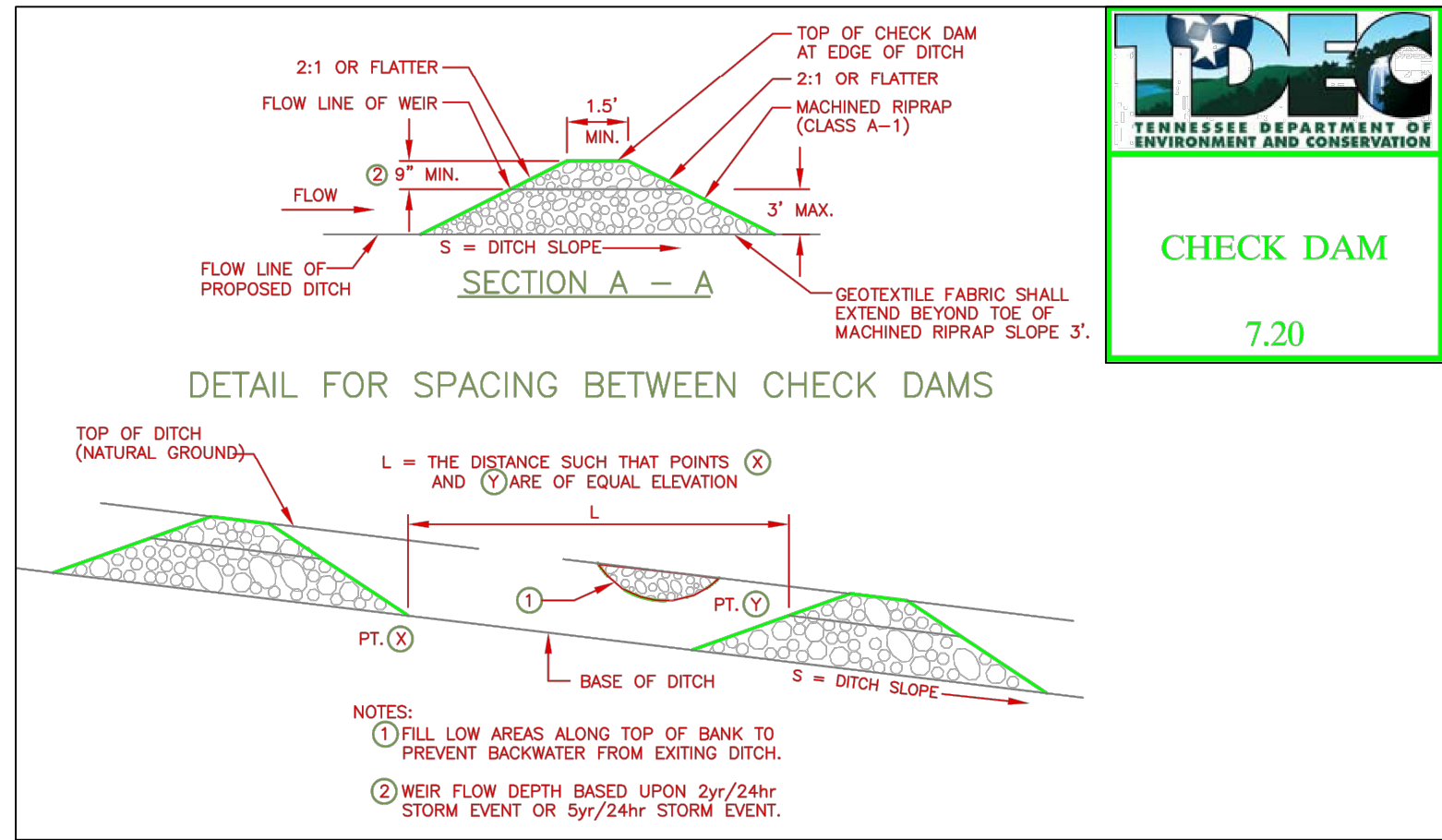
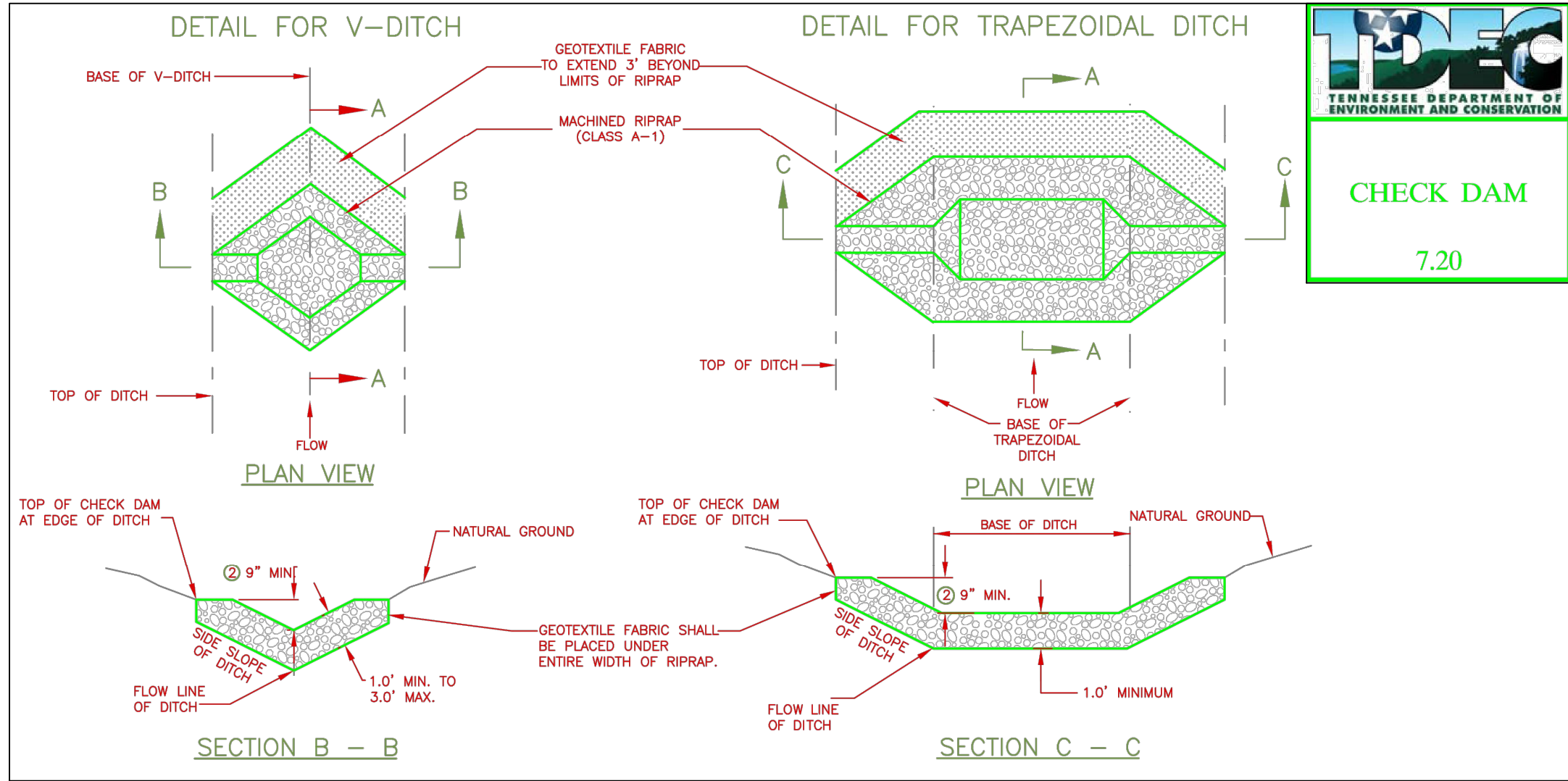
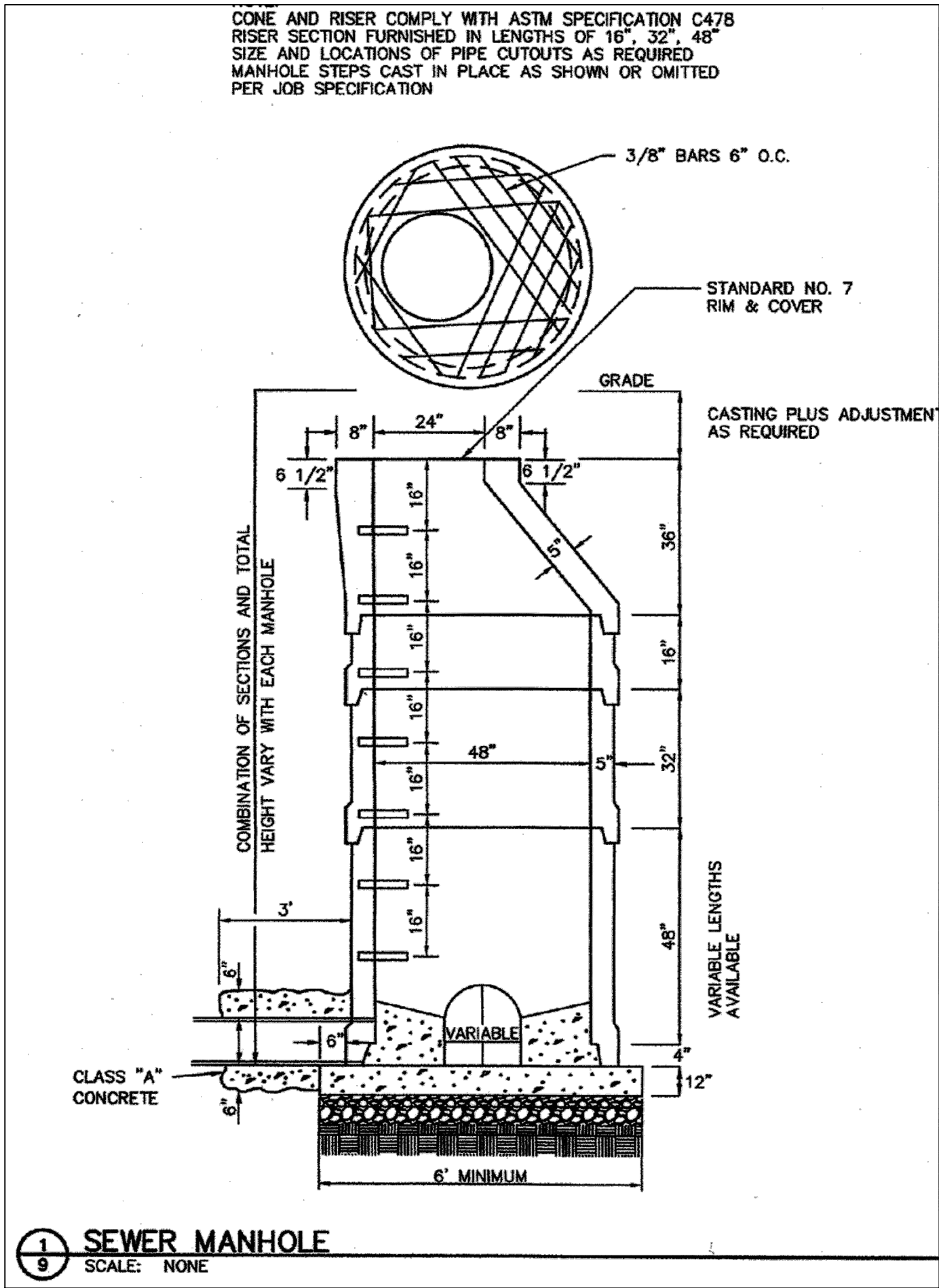
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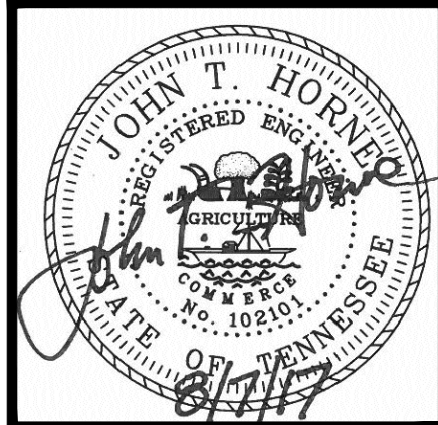
W.A. Muller
CITY ENGINEER

APPROVAL DATE 8/7/17

APPROVAL EXPIRES IN 12 MONTHS



REVISIONS		
ITEM	DESCRIPTION	DATE



CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD BARTLETT, TN 38134 901-385-6499

EROSION CONTROL & CONSTRUCTION DETAILS
Old Brownsville Road
Sewer Project 2017 Phase 1

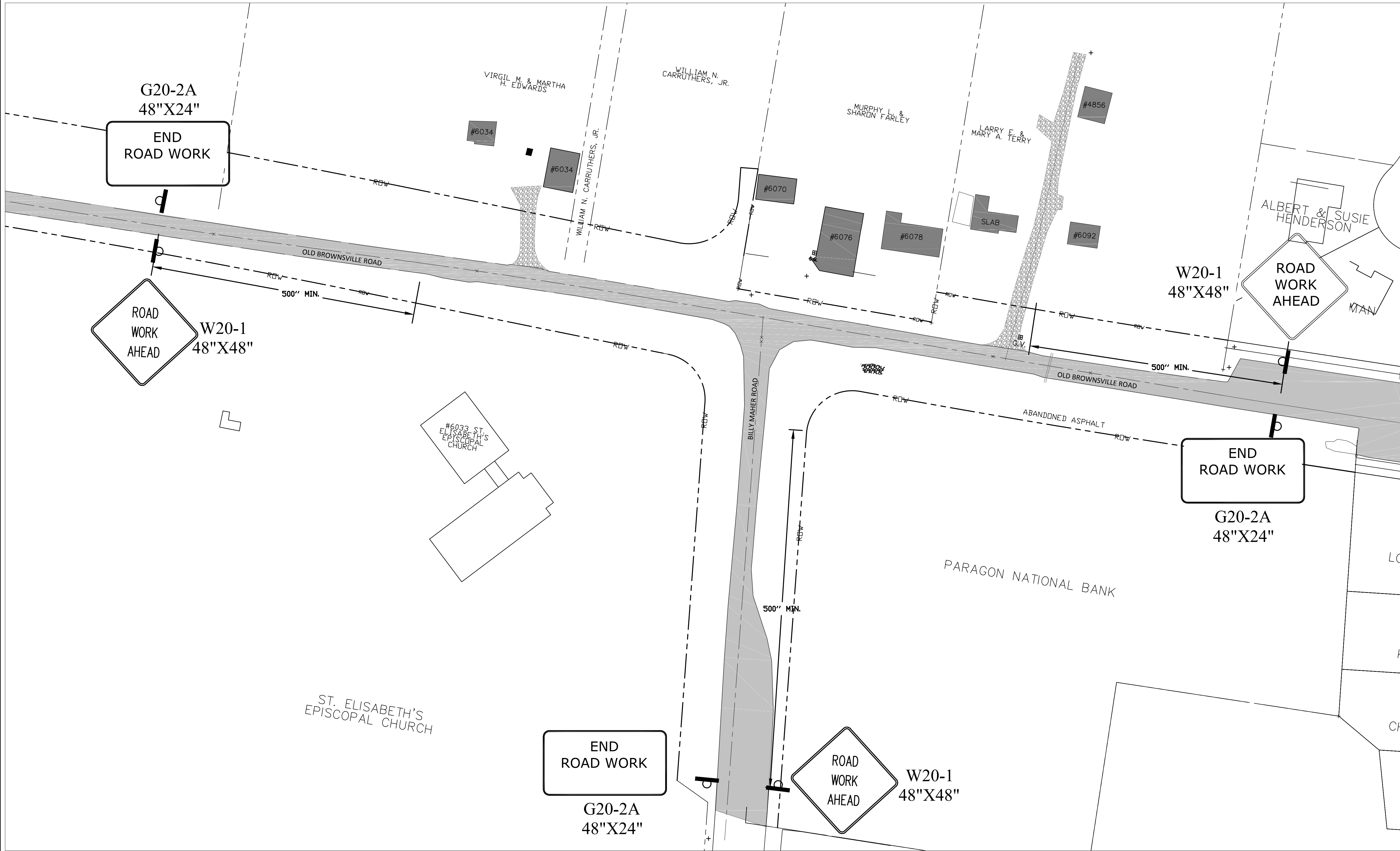
DRAWN: J.HORNE DATE: 4/17

CITY ENGINEER: *W.A. Muller*

DATE: 8/7/17

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SHEET C5



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 3. LOCATION OF EXISTING UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE NOT NECESSARILY ALL OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING 811 TO INITIATE THE APPROPRIATE UTILITY COMPANIES IN ORDER TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND/OR UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY CONSTRUCTION. CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR THE DAMAGE TO ANY UTILITIES ENCOUNTERED WITHIN THE CONSTRUCTION PERIMETERS. FOR SITE LOCATIONS OF EXISTING UTILITIES, PLEASE CALL 811.
 4. ALL NEWLY CUT AND/OR FILLED AREAS LACKING VEGETATION SHALL BE SEEDED, FERTILIZED, WATERED, MULCHED, AND/OR SODDED AS REQUIRED BY THE CITY OF BARTLETT TO EFFECTIVELY PREVENT SOIL EROSION.
 5. ALL EXISTING DRIVEWAYS THAT ARE DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR BACK TO THE NEAREST JOINT. THESE REPAIRS SHALL BE COORDINATED WITH THE CITY ENGINEER.
 6. CONTRACTOR SHALL PROVIDE CONTINUAL ACCESS FOR ALL DRIVEWAYS FOR HOMEOWNERS AND EMERGENCY VEHICLES.
 7. ANY NECESSARY WATER RELOCATION SHALL CONFORM TO CITY OF BARTLETT ENGINEERING DEPARTMENT SPECIFICATIONS.
 8. DURING CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING ANY NECESSARY WATER SERVICES AND/OR METERS.
 9. INSTALLTION OF SMH #1, 6, & 7 RISERS AND CONES SHALL INSURE THAT EACH RIM & COVER IS OUTSIDE OF THE FUTURE SIDEWALK.

APPROVED FOR CONSTRUCTION

THE DOCUMENT BEARING THIS STAMP HAS BEEN REVIEWED BY THE CITY OF BARTLETT UNDER THE AUTHORITY DELEGATED BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DIVISION OF WATER POLLUTION CONTROL AND IS HEREBY APPROVED FOR CONSTRUCTION

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE CITY OF BARTLETT THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

W.P. Muller
CITY ENGINEER
APPROVAL DATE 8/17/17
APPROVAL EXPIRES IN 12 MONTHS

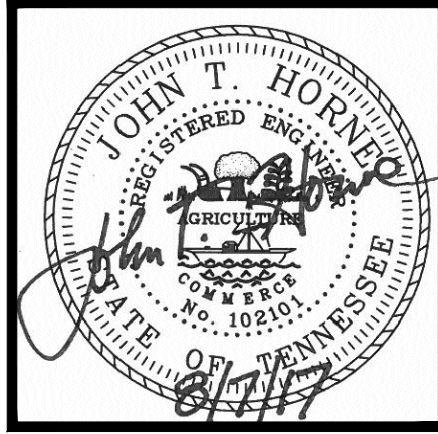
- LEGEND
- Existing Trees
 - 293 Existing Elevation Contour
 - X X X Existing Fence
 - OHP Existing Overhead Electric Power
 - OHP Existing Power Pole
 - GAS Existing Gas Line
 - TEL Existing UG Communication Line
 - W Existing Water Line
 - D Existing Drainage Line
 - Existing Sewer Line
 - Road Right of Way
 - Existing Property Line
 - Existing Asphalt
 - Existing Gravel Driveway
 - Existing Water Meter
 - Existing Mail Box

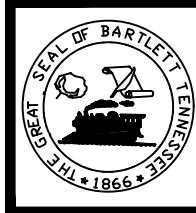


TRAFFIC CONTROL NOTES

1. SEE PAGE 6F-7 OF THE STATE OF TENNESSEE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR HEIGHT AND LATERAL LOCATION OF SIGNS.
1. SIGNS SHOWN ON THIS PLAN ARE TO WARN TRAFFIC ABOUT THE CONSTRUCTION. OTHER TRAFFIC CONTROL DEVICES MAY BE REQUIRED DURING VARIOUS PHASES OF CONSTRUCTION.
2. NOTHING IN THIS PLAN IS INTENDED TO SUPERSEDE OR RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF INSTALLING THE APPROPRIATE TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE CURRENT STATE OF TENNESSEE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
3. CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE CITY OF BARTLETT A MINIMUM OF 24 HOURS PRIOR TO COMMENCING CONSTRUCTION OR IMPLEMENTING A TRAFFIC CONTROL PLAN. ALL TRAFFIC CONTROL DEVICES MUST BE IN PLACE BEFORE CONSTRUCTION ACTIVITY BEGINS.
4. SIZES OF ALL SIGNS SHALL COMPLY WITH STATE OF TENNESSEE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
5. SIDESTREET, DRIVEWAY ACCESS, AND SAFE PEDESTRIAN ACCESS SHALL BE MAINTAINED AT ALL TIMES.
6. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THE RIGHT-OF-WAY OR WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHICHEVER IS LESS.
7. CONTRACTOR SHALL USE PLASTIC DRUMS WITH TYPE "C" WARNING LIGHTS TO SEPARATE TRAFFIC FROM THE CONSTRUCTION AREA.
8. ONE 10 FOOT LANE OF TRAFFIC SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES.
10. ALL TEMPORARY OR PERMANENT TRAVELED SURFACE SHALL BE INSPECTED DAILY BY THE CONTRACTOR (INCLUDING WEEKENDS) AND NECESSARY PATCHING OR RE-FINISHING PERFORMED.
11. LANE CLOSURE IS ONLY ALLOWED DURING THE HOURS OF 9:00AM UNTIL 2:00 PM. THE ROADWAY SHALL BE COMPLETELY OPEN TO TRAFFIC AT ALL OTHER TIMES AND ALL INAPPROPRIATE SIGNS SHALL BE COVERED OR REMOVED.
12. ANYTIME FLAGGER IS NOT PRESENT TO CONTROL TRAFFIC, TWO TRAFFIC LANES MUST BE OPEN TO MAINTAIN TWO-WAY TRAFFIC AND ALL INAPPROPRIATE SIGNS SHALL BE COVERED OR REMOVED.
13. ALL FLAGGERS SHALL BE EQUIPPED WITH A STOP/SLOW PADDLE.
14. ALL TRAFFIC CONTROL SIGNS SHALL MEET THE MINIMUM RETROREFLECTIVITY LEVELS SPECIFIED IN THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

REVISIONS		
ITEM	DESCRIPTION	DATE



 **CITY OF BARTLETT**
DEPARTMENT OF ENGINEERING
6382 STAGE ROAD BARTLETT, TN 38134 901-385-6499

TRAFFIC CONTROL PLAN
Old Brownsville Road
Sewer Project 2017 Phase 1

DRAWN: J.HORNE DATE: 4/17

CITY ENGINEER: *W.P. Muller*
DATE: 8/17/17

811 Know what's below.
Call 811 before you dig.

SHEET C6

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Thursday, August 31, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled "**FY2018-08-020 OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1**" and addressed to:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org.

Construction Plans, Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Once these (3) documents have been downloaded from the City of Bartlett Website, each Bidder **MUST** fill out the Document Received Form, and **email** it to:

Dena Hathaway (901-385-6499) at dhathaway@cityofbartlett.org.

This document must be received by Dena no later than 5:00PM CST on August 25, 2017. Failure to do so will disqualify you as a bidder.

Questions regarding the Construction Plans and Bid Booklet must be **emailed** to John Horne, P. E. at jhorne@cityofbartlett.org. These questions must be received by John no later than 5:00PM CST on August 25, 2017.

Please quote prices on attached sheet

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

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

ENSCOR, LLC (All Caps)
 NAME OF FIRM

jeff@enscor.net
 E-MAIL ADDRESS

5566 Commander Dr. Arlington, TN 38002
 ADDRESS


 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

(901)-867-2297
 TELEPHONE

Jeff Smith
 PRINT NAME

NB-1

Attachment: Old Brownsville Road Sewer project Phase 1 ENSCOR LOW BIDDER (2222 : Bid for Old Brownsville Road Sewer Project Phase 1)

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

PUBLIC ACTS 109

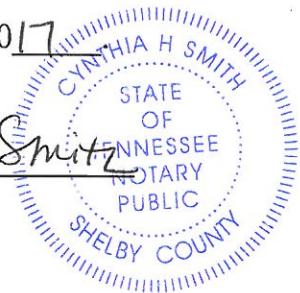
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created 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 Jeff Smith
 Signed [Signature]
 Title Owner

Subscribed and sworn before me this 29th day of Aug, 2017

Signed Cynthia H Smith Print Name Cynthia H Smith
 Title CFO



My commission expires: Feb 23, 2019.

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

PA-1

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

Debarment In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vender failed to perform or their performance was inadequate.

Suspension A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

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

Signatures on next page

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

Suspension And Debarment Certification
 (signature page)

Company/Firm ENSCOR, LLC
 Print Name Jeff Smith
 Signed [Signature]
 Title Owner

Subscribed and sworn before me this 29th day of Aug, 2017.

Signed Cynthia H Smith Print Name Cynthia H Smith

Title CEO



My commission expires: Aug Feb 23, 2019.

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

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)
 County of Shelby) S.S.

Jeff Smith, being first duly sworn, deposes and says that:

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

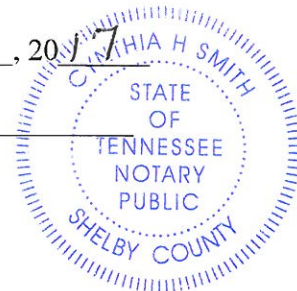
(Signed) _____

(Title) Owner

Subscribed and sworn before me this 29th day of Aug, 2017

Cynthia H Smith (Title) CFO

My commission expires Feb 23 2019.



OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

CONTRACT MONITORING

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

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

Company Name: ENSCOR, LLC Date: 8-18-2017

Gender: Male 31 Female 2

Race: Caucasian 4

African American 4

Hispanic 25

Other (please specify) _____.

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

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: ENSCOR, LLC Date Completed: 08-18-2017

Address: 5566 Commander Drive

City: Arlington State: Tennessee Zip: 38002

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

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

1. Are Title VI posters visible to staff? If yes, where? Yes; Shop
2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? yes
3. How is Title VI information disseminated to new/current employees? Company Handbook; Posters

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

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

Phone calls, faxes, letters

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

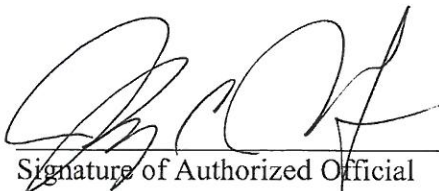
Contract listing in office

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.) Bi-lingual foremen

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

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

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



Signature of Authorized Official

Date

8-31-2017

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
Sealed Bid #: FY2018-08-020
Due Date: August 31, 2017

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

Local Title VI Coordinator:
Ted Archdeacon, Director of Personnel,
City of Bartlett; 901-385-6430

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

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Tennessee)

County of Shelby ^{S.S.})

Jeff Smith, being first duly sworn, deposes and says that:

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

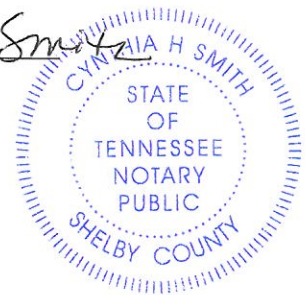
Print Name Jeff Smith
 Signed [Signature]
 Title Owner

Subscribed and sworn before me this 29th day of Aug, 2017.

Signed Cynthia H Smith Print Name Cynthia H Smith

Title CEO

My commission expires: Feb 23, 2019.



OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1

Sealed Bid #: FY2018-08-020

Due Date: August 31, 2017

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	5000.00	5000.00
2	Clearing & Grubbing	LS	1	5000.00	5000.00
3	Traffic Control	LS	1	2000.00	2000.00
4	Erosion Control—Type C Fence with metal posts	LF	3,000	3.50	10,500.00
5	Rock Check Dam	EA	1	100.00	100.00
6	8" Sanitary Sewer Pipe (6'-8' Deep) SDR 26 PVC Gravity Sewer	LF	100	24.00	2400.00
7	8" Sanitary Sewer Pipe (10'-12' Deep) SDR 26 PVC Gravity Sewer	LF	75	30.00	2250.00
8	8" Sanitary Sewer Pipe (12'-14' Deep) SDR 26 PVC Gravity Sewer	LF	200	34.00	6800.00
9	8" Sanitary Sewer Pipe SDR 26 PVC Gravity Sewer Bored with 18" Steel Casing Pipe	LF	500	242.50	121,250.00
10	4' Diameter Sewer Manholes (0'-6' w/Rim & Cover)	Each	5	1700.00	8500.00
11	4' Diameter Extra Depth Sewer Manholes	VF	28	160.00	4480.00
12	6" SDR 26 Complete Sewer Service & Stand Pipe (Open Cut)	Each	7	1000.00	7000.00
13	Class "C" Riprap with filter fabric for for permanent repair of drainage ditch (SMH #5)	TON	100	40.00	4000.00
14	#57 Stone for Undercut Bedding	TON	300	10.00	3000.00
15	Seeding & Mulching, Temporary and/or Permanent	SY	6,000	0.25	1500.00
16	Sod	SY	6,000	3.00	18,000.00
17	Septic Tank Field Line Repair/Replacement	LF	200	6.00	1200.00
18	Core Drill Connection to Existing SMH	LS	2	2000.00	4000.00
OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1				TOTAL	206,980.00

BPS-1

Attachment: Old Brownsville Road Sewer project Phase 1 ENSCOR LOW BIDDER (2222 : Bid for Old Brownsville Road Sewer Project Phase 1)

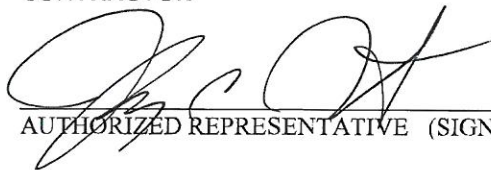
OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

TOTAL BID IN WORDS:

TWO HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY
DOLLARS

ENSCOR, LLC
 CONTRACTOR

(901) - 867-2297
 PHONE NUMBER


 AUTHORIZED REPRESENTATIVE (SIGNATURE)

08-31-2017
 DATE

Jeff Smith
 AUTHORIZED REPRESENTATIVE (PRINT)

jeff@enscor.net
 EMAIL ADDRESS

OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC

_____ As Principal, and

Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound

unto City of Bartlett as OWNER in the penal sum of _____

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

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

Signed, this 31st day of August, 2017.

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

Old Brownsville Road Sewer Project 2017 Phase 1

Sealed Bid #: FY2018-08-020

NOW, THEREFORE,

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

BB-1

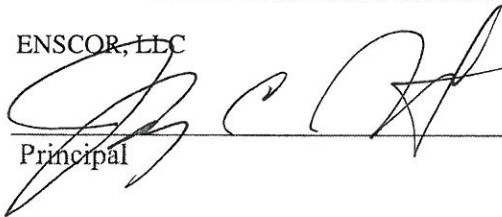
OLD BROWNSVILLE ROAD SEWER PROJECT 2017 PHASE 1
 Sealed Bid #: FY2018-08-020
 Due Date: August 31, 2017

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

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

Print Name JEFF SMITH

ENSCOR, LLC

 (L.S.)
 Principal

Surety

Travelers Casualty and Surety Company of America

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

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

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

224273

Certificate No. 007105609

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph Madden III, Richard L. Powell, Ric Stallings, Mark Harris, Keith W. Brown, W. W. Jones II, and Cooper W. Permenter

of the City of Memphis, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

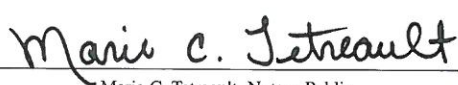
By: 

Robert L. Raney, Senior Vice President

On this the 24th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/26/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: John Horne

Subdivision contract for Morris Commercial.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young

COMMERCIAL 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 MJM GERMANTOWN GP hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the CITY PLANNING COMMISSION has by resolution of
AUGUST 7, 2016, approved the Commercial Subdivision for MORRIS COMMERCIAL
SUBDIVISION CONSTRUCTION PLANS, and established certain conditions for approval of
this Commercial Subdivision Contract by the CITY BOARD OF MAYOR AND
ALDERMEN; and

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

WHEREAS, this Site Plan, Grading, and Erosion Control Contract is entered into by the
CITY at the insistence of the DEVELOPER upon the understanding that the DEVELOPER shall
remain fully responsible for specific compliance with the requirements of the Subdivision
Regulations, the Technical Specifications of the CITY, and the Site Plan, Grading, and Erosion
Control Plan, duly approved by the CITY PLANNING COMMISSION subject to review and
recommendation of the CITY ENGINEER, and

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

I

GENERAL PROVISIONS

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

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, the DEVELOPER does thereafter accept responsibility for all the maintenance of all improvements.

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said

agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

12. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

13. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

14. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of

secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said site plan. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications and TDEC approval. All freshly excavated and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.
3. That the DEVELOPER shall maintain work sites within and without the subdivision in a

manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said site. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period. It is noted that the warranty period shall run for an indefinite period until such time as the punch list is complete, or warranty period ends; whichever is later.

IV

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all erosion control measures, including swales, ditches, sedimentation ponds and etc. Said erosion control measures system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the property so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the site. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Site Plan, Grading, and Erosion Control Plans of said property prior to the final approval by the CITY PLANNING COMMISSION.
2. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the

DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way.

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

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

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

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

7. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in

whole or part from the design, construction and/or installation of the grading and erosion control measures including reasonable costs, litigation expenses and attorneys fees for defense of same.

8. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the erosion control measures during the warranty period of the development or for routine maintenance not performed by the DEVELOPER.

V

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

4. That the DEVELOPER shall complete all improvements in this contract within 360 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

VI

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments for said improvements in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 12 of said Contract. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the City an approved N.O.I. (Notice of Intent), and SWPPP (Storm Water Pollution Prevention Plan) approved by TDEC (Tennessee Department of Environment and Conservation) as required by the Storm Water Phase 2 requirements.

VII

HOLD HARMLESS

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

SPECIAL CONDITIONS

1. For Developments within the Buckhead Creek Sewer Basin, a Sewer Surcharge Fee is assessed. This fee is in addition to the standard Sewer Connection Charge (Item 7 on Sheet 12 of 13) that is charged on all City Development Contracts. The surcharge fee is assessed in order to reimburse the City for a sewer extension installed in this basin.

The Morris Commercial Subdivision is within this Buckhead Creek Sewer Basin, therefore the surcharge fee will be charged. The Surcharge Fee for this development (and others in the future) is \$11,477.39 per Acre.

Attachment: MORRIS COMMERCIAL SD CONTRACT (AUTOZONE) (2215 : Morris Commercial Subdivision Contract)

XVII

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

MJM GERMANTOWN GP**I. Due at Execution of Subdivision Contract and before Construction Begins:**

1. Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = \$3,000.00) **\$450.00**

2. a. 'Water System Engineering and
Subdivision Review @)
6% of Water Main Cost \$3,000.00 **\$180.00**

- b. Subdivision and Site Plan Review Fee
@ \$175 per lot or 1.5% of Public
Improvement Cost, whichever is greater
\$175 x 2 = \$ 350.00
1.5% of \$90,020.00 \$1,350.30 **\$1,350.30**

- 3 Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract
\$10.00 implies \$20.00
\$25.00 implies \$75.00 **\$75.00**

- 4 Water Connection Fee
@ \$3,000.00 per service (2) Domestic, (1) Irrigation
3 **\$9,000.00**

- 5 City Site Plan Inspection @
A: 3% of Development Cost \$2,700.60
or B: \$300.00 per Lot \$600.00
Whichever is greater
Development Cost = \$90,020.00 **\$2,700.60**

- 6 Cost of Water and Sewer Mains to the Subdivision

SEWER BASIN: SOUTH

7	Sewer Connection Charge at Greater of either @ \$2333 per acre	2.08 Acres (Total Site)	
	\$ 4,852.64		\$4,852.64
	(or) \$33 per Front Foot x 242'		\$7,973.79
			<u>\$7,973.79</u>

DRAINAGE BASIN: SOUTH

8	a. 'Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)		
	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per half acre or fraction thereof (in multiples of \$250)		
	2.94 Acres Detained	\$ 1,500.00	<u>\$ 1,500.00</u>
9	City portion of Water Improvements		N/A
10	Buckhead Creek Sewer Basin Surcharge Fee (See Attached 8/22/17 Memo) \$11,477.38 per Acre X 2.08 Acres		
	TOTAL SURCHARGE FEE		<u>\$ 23,872.95</u>
	TOTAL DUE CITY		\$47,102.64

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

1. Asphalt Paving Cost (Estimated Construction Cost)	\$ -
2. Street Light (Estimated)	\$ -
TOTAL DUE II	<u>\$ -</u>

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

\$90,020.00

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: MJM GERMANTOWN GP

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 09/26/17 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: John Horne

Water extension contract for Chick-fil-A.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young

WATER CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between the City of Bartlett, a Municipal Corporation, Party of the First Part, hereinafter called the CITY, and **Chick-fil-A**, party of the Second Part, hereinafter called the DEVELOPER.

W I T N E S S E T H:

WHEREAS, the DEVELOPER has commenced with the development of Chick-fil-A which property is within the sewer service of the CITY, and the CITY and DEVELOPER mutually agree that the CITY will service and maintain certain utility requirements of the DEVELOPMENT on the following terms and conditions: NOW, THEREFORE, for and in consideration of the mutual promises of the parties each to the other, and the further considerations as hereinafter set forth, it is agreed as follows:

I

The DEVELOPER shall forthwith commence construction of water lines and mains in accordance with the plans and Bartlett Standard Water Main specifications for this fire protection addition. Said plans and specifications shall be approved by the City. The DEVELOPER agrees to diligently pursue completion of the system in a workman-like manner when weather and work conditions permit, to maintain a construction schedule compatible with subdivision construction, and to cause its engineer to submit reproducible as-built plans with the valves marked and referenced to property lines.

II

The DEVELOPER agrees to convey to the CITY all necessary easements upon its property to enable the CITY to maintain the systems to which reference has heretofore been made. This shall be accomplished when the as-built information is prepared and before any bond reduction.

III

The DEVELOPER of this site will provide a bond to the City of Bartlett in the form of an acceptable letter of credit, performance and payment bond, cash bond, or certificate of deposit. This bond will be for 100% of the costs of construction of the water lines and fixtures as shown on the construction drawings. The bond will be reduced to 50% of the total amount upon completion of the project. This 50% level of bond will be maintained by the City for one (1) year to cover any problems which may exist within the one (1) year warranty period.

The DEVELOPER will be declared in default of his contract if and when his project has not been completed and satisfactorily tested and approved by the City of Bartlett within 12 months of the date of this contract, at which time the City of Bartlett may call the bond and the project may be completed with those proceeds.

IV

The water extension costs will be determined and approved by the Bartlett City Engineer for bonding based on the Water Plan as designed by the City of Bartlett Utility Engineer.

V

The DEVELOPER is to pay a \$3,000.00 per Water Connection.

C E R T I F I C A T E

The DEVELOPER agrees to warrant all water main construction and material for one (1) year past The date of Final Acceptance and repair or replace any improvements as deemed necessary by the CITY. The responsibility for the proper maintenance and control of additional users of the tie-ins, shall rest with the CITY. In addition, the DEVELOPER agrees to be responsible for the reasonable cost of replacing any lines or other CITY property destroyed or damaged in the subdivision by parties other than the CITY'S employees and further to pay the reasonable cost of ordinary maintenance until the (1) year Warranty Period expires.

Attachment: Chick-Fil-A Water Extension Contract (2217 : Water Extension Contract for Chick-fil-A)

VI

**CITY OF BARTLETT WATER EXTENSION CONTRACT
PAYMENT SCHEDULE – THE DEVELOPER WILL PAY TO THE CITY OF
BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:**

Chick-fil-A

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

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = \$21,475.00)	\$3,221.25
2.	Water System Engineering and Review Fee @ 6% of Water Main Cost	\$1,288.50
3	Water System Inspection Fee (3% of Water Main Cost or \$300.00 per Lot, whichever is greater	\$644.25
4	Water Connection Fee @ \$3,000.00 per service (1) Domestic Water Service	\$3,000.00
TOTAL DUE CITY		<u>\$8,154.00</u>

**III. Upon Execution of this Contract and
Before Construction Begins (BOND)**

\$21,475.00

Attachment: Chick-Fil-A Water Extension Contract (2217 : Water Extension Contract for Chick-fil-A)

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

Bartlett, Tennessee, this _____ day of _____ 20____.

CITY OF BARTLETT



DEVELOPER – Chick-fil-A, Inc.

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN: _____

Attachment: Chick-Fil-A Water Extension Contract (2217 : Water Extension Contract for Chick-fil-A)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 09/26/17 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Kim Taylor

Planning Commission Report for September 2017.

NEW BUSINESS

Amendment to a Special Use Permit Hearing

I. Assisted Living Facility/Independent Living Facility, N. of Hwy 64 on the NE corner of New Brunswick and Brunswick Rd. (Cindy Reaves, SR Consulting, LLC.

INTRODUCTION: Ms. Cindy Reaves with SR Consulting is requesting Planning Commission approval to amend a previously approved Special Use Permit (SUP) for an assisted-care living facility. The amended SUP will add an independent living facility with memory care use to form a continuum of care. The subject property is located in the vicinity north of Highway 64 on the northeast corner of New Brunswick Road at Brunswick Road. More specifically, the subject property is located directly east of the intersection of Wolf Lake Drive at New Brunswick Road and directly south of lots 7 and 9 of the MMK subdivision. It is within the "C-H" Highway Commercial zoning district.

BACKGROUND: According to Article V, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required for assisted-care living facility and independent living facility uses in the "C-H" zoning district. Surrounding uses include: a behavioral hospital, vacant property in the "C-H" zoning district, a contractor's business, a parking lot for Gordon Foods Distribution, and vacant property in the "I-P" zoning district. On July 6, 2017, the Planning Commission approved a favorable recommendation for a SUP for a 72 bed assisted-care facility on the subject property. On August 22, 2017, the Board of Mayor and Aldermen approved the SUP for a 72 bed assisted-care facility on the subject property.

DISCUSSION: The specific request by the applicant is for the Planning Commission to recommend approval to amend the previously approved SUP for the assisted-living facility to the Board of Mayor and Aldermen in order to add both the independent living facility with the memory care use. The amended SUP will allow the applicant to move forward with development plans for the 6.99 acre site.

Recommendation for approval with conditions of staff be forwarded to the Board of Mayor and Aldermen for approval.

Construction Plan

2. Morris Commercial Subdivision, southeast of the intersection of Highway 70 and Germantown Road. (Keith Moore, Carlson Consulting Engineers)

INTRODUCTION: Mr. Keith Moore with Carlson Consulting Engineers is requesting Planning Commission approval of Construction Plans for the Morris Commercial Subdivision. The subject property is located southeast of the intersection of Highway 70 and Germantown Road. It is within the “SC-1” Planned Unit Commercial Development zoning district.

BACKGROUND: The subject property is a 2.08-acre site to be subdivided from an existing 14.71-acre lot. Currently, the ingress/egress easement along the western property line is the shared access drive for the Walgreen’s property. On August 7, 2017, the Planning Commission approved a Master Plan for the subject property.

DISCUSSION: The specific request by the applicant is for the approval of Construction Plans to subdivide the 2.08-acre lot into a 2-lot commercial subdivision. Lot 1 will be 1.31-acres, and the proposed location for an AutoZone auto parts store. Lot 2 will be 0.77-acres. Access to both lots will be from Highway 70 using an existing ingress/egress easement along the western property line that will be shared with the neighboring Walgreen’s location. Other features of the development include a streetscape landscape buffer, a detention pond on lot 1, and a conservation easement for the TDEC “blue stream” that bisects the property.

Approval with conditions of staff.

Final Plan

3. Morris Commercial Subdivision, southeast of the intersection of Highway 70 and Germantown Road (Keith Moore, Carlson Consulting Engineers)

INTRODUCTION: Mr. Keith Moore with Carlson Consulting Engineers is requesting Planning Commission approval of a Final Plan for the Morris Commercial Subdivision. The subject property is located southeast of the intersection of Highway 70 and Germantown Road. It is within the “SC-1” Planned Unit Commercial Development zoning district.

BACKGROUND: The subject property is a 2.08-acre site to be subdivided from an existing 14.71-acre lot. Currently, the ingress/egress easement along the western property line is the shared access drive for the Walgreen’s property. On August 7, 2017, the Planning Commission approved a Master Plan for the subject property.

DISCUSSION: The specific request by the applicant is for the approval of a Final Plan to subdivide the 2.08-acre lot into a 2-lot commercial subdivision. Lot 1 will be 1.31-acres, and the proposed location for an AutoZone auto parts store. Lot 2 will be 0.77-acres. Access to both lots will be from Highway 70 using an existing ingress/egress easement along the western property line that will be shared with the neighboring Walgreen’s location. Other features of the development include a streetscape landscape buffer, a detention pond on lot 1, and a conservation easement for the TDEC “blue stream” that bisects the property.

Approval with conditions of staff.**Site Plan****4. Auto Zone, southeast of the intersection of Highway 70 and Germantown Road (Keith Moore, Carlson Consulting Engineers)**

INTRODUCTION: Mr. Keith Moore with Carlson Consulting Engineers is requesting Planning Commission approval of a Site Plan for the AutoZone retail store. The subject property is located southeast of the intersection of Highway 70 and Germantown Road on Lot 1 of the Morris Commercial Subdivision. It is within the “SC-1” Planned Unit Commercial Development zoning district.

BACKGROUND: The 1.31-acre subject property will be located on lot 1 of the Morris Commercial Subdivision. An existing private ingress/egress easement is located on the west part of the subject property, and it is an access drive to the subdivision and neighboring Walgreen’s from Highway 70. On August 8, 2017, the Planning Commission approved a Master Plan for the Morris Commercial Subdivision. On August 15, 2017, the Design Review Commission (DRC) approved a Site Plan to be conditional based on approvals of applications set to go before the Planning Commission. The approved DRC Site Plan included building elevation materials, landscaping, and lighting.

DISCUSSION: The specific request by the applicant is for the approval of a Site Plan to construct a 6,816 square foot building and parking lot for an AutoZone retail store on a 1.31-acre lot. Access to the lot will be from Highway 70 using an existing ingress/egress easement along the western property line that will be shared with the neighboring Walgreen’s location. Other features of the development include a streetscape landscape buffer, a detention pond, a dumpster enclosure, and a conservation easement for the TDEC “blue stream” that bisects the property. The specifics of the site plan are as follows:

Site Data	
Site Area:	1.31-acres (57,064 sq.ft.)
Total Required Parking: (1 space per each 200-sf of floor area) Proposed Parking Spaces:	34-spaces 36-spaces
Handicap Accessible:	2-spaces (2 - Van Accessible)
Regular:	34-spaces
Proposed Building Area:	6,816 sq.ft.
Green space/Open space:	43%
Building Height:	21-feet

Approval with conditions of staff.

5. Maclin Security Doors, Lot 3, Bartlett Commons Subdivision, 6671 Summer Avenue - Southside Hwy 70, West of Kirby-Whitten (Paul Bray, The Bray Firm)

INTRODUCTION: Mr. Paul Bray with the Bray Firm is requesting Planning Commission approval of a site plan for a commercial/retail center. The subject property is located at 6671 Summer Avenue (Highway 70) within the “C-H” Highway Commercial zoning district.

BACKGROUND: The subject property is located on Lot 3 of the Bartlett Commons Subdivision. Bartlett Commons Subdivision was approved with the only permitted curb cuts from Summer Avenue available on Lot 1 and the Common-Open-Space lot adjacent to Lot 3. A 30-foot wide private access easement across the front of Lots 1, 2, and 3 would provide access to the permitted curb cuts. The subject property does have split municipal jurisdictions since 32-feet of the rear property lies within the Memphis city limits with the remainder 193-feet within the Bartlett city limits.

DISCUSSION: The specific request by the applicant is for the approval of a site plan to construct an 8,000 square foot building with a drive-thru and parking lot on a 1.06-acre lot. The proposed building will be used as a commercial/retail center. Specifically, it will be a showroom/office for Maclin Doors and a bank with a drive-thru. An existing detention basin constructed with the Bartlett Commons Subdivision will handle the storm water runoff. Access will be from a shared drive from the Common-Open-Space lot on the west side of the subject lot and the existing 30-foot wide private access easement across the front of the lot with no new curb cut from Summer Avenue (Highway 70). Other features of the development include a streetscape landscape buffer along the street frontage and a dumpster enclosure in the rear of the building. The specifics of the site plan are as follows:

Site Data	
Site Area:	1.06-acres (42,987 square feet)
Total Required Parking Spaces: (Shopping Center/Bank) 4 per 1,000sq.ft.	32
Total Proposed Parking Spaces:	35
Handicap Accessible:	2 (2 Van Accessible)
Regular:	33
Proposed Total Building Area:	8,000 square feet
Greenspace/Open-space:	35%
Building Height:	One story

Approval with conditions of staff contingent upon applicant meeting conditions or going back before the Planning Commission again for approval.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

AYES: Emily Elliott, David Parsons, Bobby Simmons, Jack Young



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 01-17

Meeting: 09/26/17 07:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Sam Harris

Initiator: Kim Taylor

Sponsors:

DOC ID: 2219

Set a public hearing for October 24, 2017 for Resolution 43-17, a resolution approving an amended special use permit to add an independent living facility with memory care to the assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick Roads.

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

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

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

Engineering Conditions:

General:

- 1) **Not submitted at this time**, but a plat showing any public water, sanitary sewer, drainage or utility easements that will be required.
- 2) A Commercial Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett and the surety amount required to be posted for this development.
- 3) Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to therndon@cityofbartlett.org <<mailto:therndon@cityofbartlett.org>> for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
- 4) If a site plan contract has not been approved within 1 year of approval of the site plan, then this development may have to comply with the new TDEC runoff reduction guidelines.
- 5) All new utilities shall be underground.

- 6) Applicant's engineer shall submit the stamped and signed detention calculations for the proposed detention basin and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25 year storms. This site will have two detention basins with one being a dry detention basin and the other one being a buried dry detention facility located under one of the proposed parking lots.

Site Plan:

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

Grading & Drainage Plan:

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

Erosion Control Plan Phase 1 and Phase 2:

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

Erosion Control Details:

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

Utility Plan:

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

Sheet LA 1.1 Landscape Planting Plan:

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

Tree Survey:

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

Planning Conditions:

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit for an Assisted Living Facility/Independent Living with Memory Care to be located North of Highway 64 on the Northeast Corner of New Brunswick and Brunswick Road., incorporating the above listed conditions, is approved.

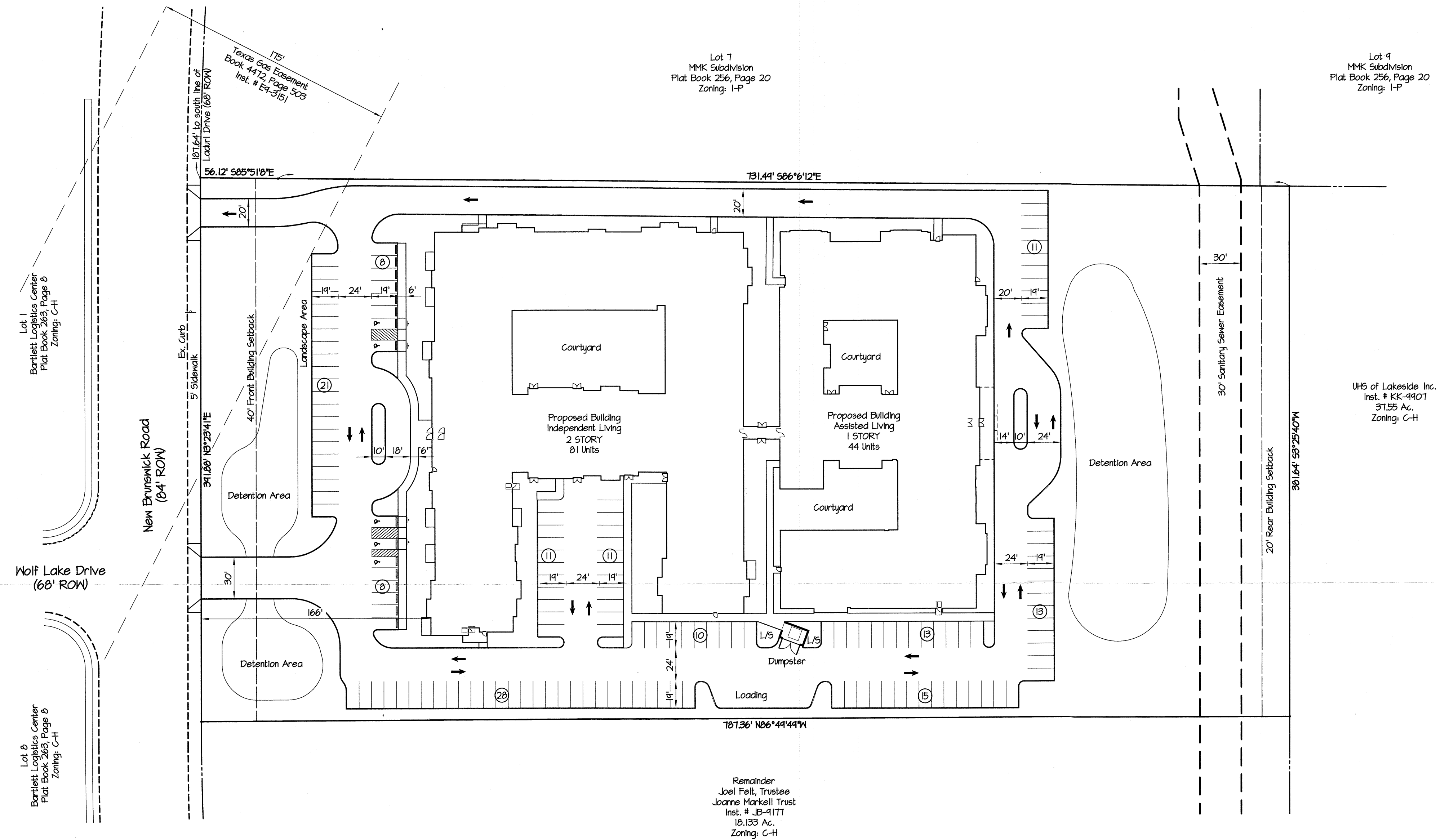
ADOPTED THIS 24th DAY OF OCTOBER 2017.

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

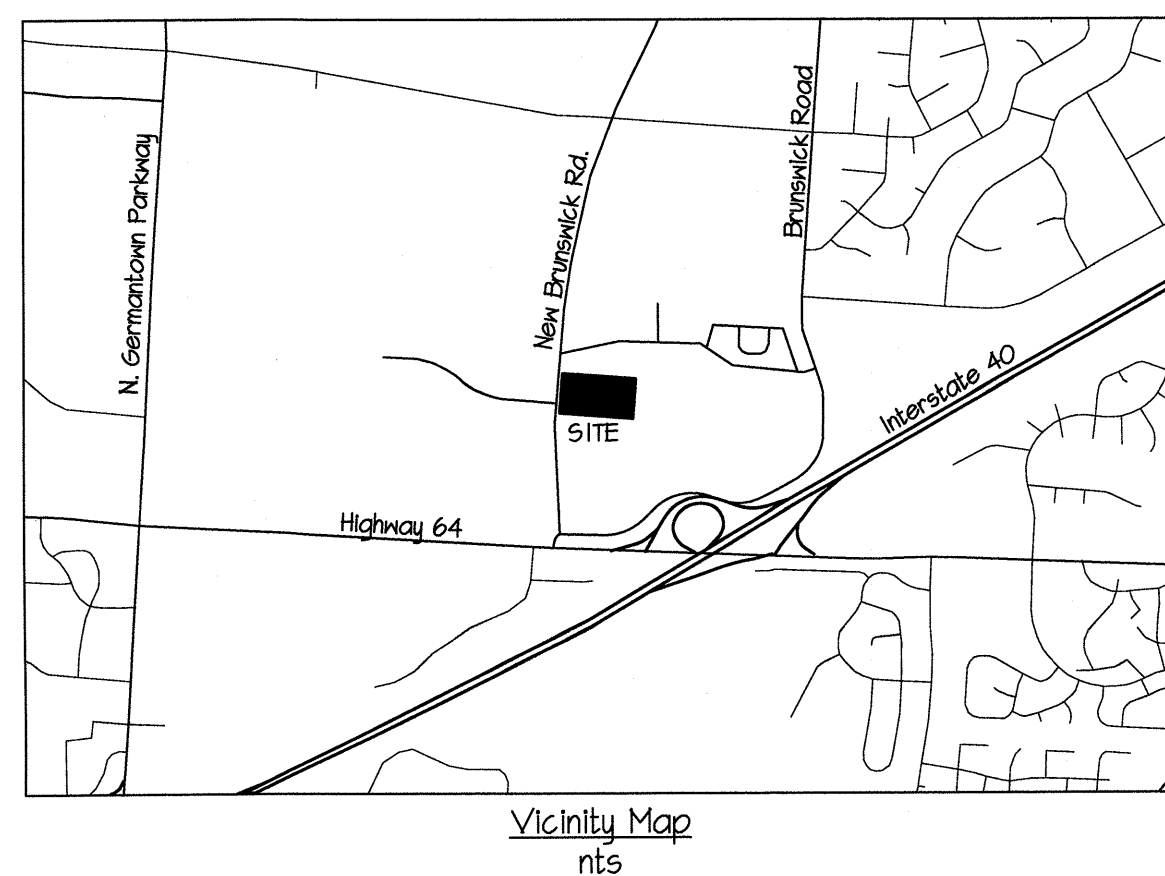
A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

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



CONCEPTUAL PLAN ONLY - NOT FOR APPROVAL



SITE DATA

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

SITE PLAN NEW BRUNSWICK RD. SUP

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

6.99 ACRES

DISTRICT B01, BLOCK 58, PARCEL 170

ZONING: C-H

BARTLETT, TENNESSEE

SEPTEMBER 2017

SHEET 1 of 1

SR CONSULTING, LLC

ENGINEERING - PLANNING

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