

City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, AUGUST 13, 2024 - BARTLETT CITY HALL - 6:00 PM

INVOCATION

Opening Prayer by Mark Johnson, Fountain of Truth Church

FUTURE MEETINGS

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

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

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

Family Assistance Commission, August 26 at 6 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 23, 2024 Board of Mayor and Aldermen Regular Meeting

CONSENT AGENDA

1 Purchase of Knuckleboom loader. (Matt Crenshaw, Director of Public Works)

Request authorization to purchase one Knuckleboom loader from Stringfellow at a total cost of \$231,870.87. Stringfellow is a sole-source provider. Funds are available in Account 122.48122.935.

2 Purchase Chevrolet Crew Cab Trucks. (Matt Crenshaw, Director of Public Works)

Request authorization to purchase two Chevrolet 3500 HD crew cab trucks with cranes for General Maintenance and Water/Wastewater from Sourcewell-National Auto Fleet Group, Contract 091521-NAF, at \$141,288.92 each for a total cost of \$282,577.84. Funds are available in Accounts 311.48311.785.30725 and 510.51300.935.

3 Purchase playground system for the Dixon Brewer Park Enhancements project. (Paul Wright, Director of Parks and Recreation)

Request authorization to purchase a Little Tikes Commercial Playground system from Sourcewell - PlayPower LT, Farmington, Inc., Contract 010521-LTS for a total cost of \$74,412.00. Price includes removal and disposal of existing playground structure. Funds are available in Account 311.48311.780.51623.

4 Change Order for Bartlett Water System Repair and Replacements. (John Horne, Director of Engineering)

Recommend approving Change Order No. 2 in the amount of \$168,280.00. The change order is \$116,350.00 above the approved contingency amount. This increases the contract amount to \$1,457,885.50. Funds are available in Account 312.48312.81119.

5 Pinnacle Financial Partners. (Dick Phebus, Director of Finance)

Pinnacle Financial Partners Corporate authorization for bank savings account.

6 Approval of the Bartlett Library Advisory Board By-Laws. (Debbie Gelineau, Director of Community Relations)

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

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

8 Planning Commission Report for August 2024. (Kim Taylor, Director of Planning and Economic Development)

NEW BUSINESS

1 Resolution 28-24, a resolution to amend the Fiscal Year 2025 Bartlett City General Purpose School Fund, and Education Capital Project Fund. (Dick Phebus, Director of Finance)

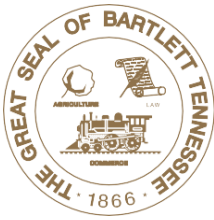
2 Resolution 29-24, a resolution authorizing the City of Bartlett to participate in the Property Conservation Matching Grant Program from Public Entity Partners. (Dick Phebus, Director of Finance)

- 3 Set a public hearing for September 10, 2024 for Resolution 30-24, a resolution approving a Special Use Permit to allow a Residential Mixed Use Development to be located at 7157 Summer Avenue/Highway 70, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts. (Kim Taylor, Director of Planning and Economic Development)**

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 23, 2024 - BARTLETT CITY HALL - 6:00 PM

ATTENDANCE

Mayor David Parsons: Present, Alderman Brad King: Present, Alderman Robert Griffin: Present, Alderman David Reaves: Present, Alderman Monique L. Williams: Present, Vice Mayor Jack Young: Present, Alderman Kevin Quinn: Present.

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Industrial Development Board, August 1 at 7 p.m.

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

Planning Commission, August 5 at 7 p.m.

Beer Board, August 6 at 6 p.m.

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

Parks and Recreation Advisory Board, August 8 at 6 p.m.

City Beautiful Commission, August 8 at 6:30 p.m.

RECOGNITIONS

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the July 9, 2024 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Jul 23, 2024 6:00 PM (MINUTES ACCEPTANCE)

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

PUBLIC HEARING

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

- I. Resolution 19-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located south of New Brownsville Road and west of Springtree Drive, within the "RS-15" Single Family Residential Zoning District.

No one came forward to speak for or in opposition.

Adjourned 6:04 p.m.

UNFINISHED BUSINESS

- I **Resolution 19-24, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located south of New Brownsville Road and west of Springtree Drive, within the "RS-15" Single Family Residential Zoning District. (Kim Taylor, Director of Planning and Economic Development)**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Brad King, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

- I **Special event permit for Memphis Runner's Track Club Road Race Series-5 Mile Run. (Trey Arthur, Director of Code Enforcement)**
The event will be held on Sunday, August 11 from 5:30 a.m. to 9:30 a.m. at W.J. Freeman Park.
- 2 **Purchase of Refuse Truck. (Matt Crenshaw, Director of Public Works)**
Request authorization to purchase one 2025 Kenworth L770 cab-over garbage truck from Sansom at a total cost of \$425,909.68. This vehicle will be purchased utilizing Sansom as a single source provider. Funds are available in Account 122.48122.935.

Minutes Acceptance: Minutes of Jul 23, 2024 6:00 PM (MINUTES ACCEPTANCE)

3 Commercial Subdivision Contract for Shamali Meat Shop and Grocery. (John Horne, Director of Engineering)

Plans are attached for a proposed Meat Shop and Grocery at 7771 US Highway 70. The developer, Marwhan and Haneen Shamali, will pay \$18,536.19 in City fees. The bond is set at \$92,997.75.

4 Debt Report 2024 Apple Lease. (Dick Phebus, Director of Finance)

5 Approval of Revised Investment Policy. (Dick Phebus, Director of Finance)

This revision updates our current investment policy in preparation for finalization of banking services.

NEW BUSINESS

I Resolution 27-24, a resolution to revise and update the Stormwater Management Plan and Program for the City of Bartlett, Tennessee. (John Horne, Director of Engineering)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Reaves, Alderman
SECONDER:	Robert Griffin, Alderman
AYES:	Brad King, Robert Griffin, David Reaves, Monique L. Williams, Jack Young, Kevin Quinn

OPEN DISCUSSION

Police Chief Jeff Cox reported correct data regarding vehicle crashes at Kirby Whitten and Yale Road. He stated that there were 88 crashes at this location from January 2021 to June 26, 2024. Ms. Virginia Sanders, 6927 Bishops Knoll Cove, previously spoke during Open Discussion at the June 25, 2024 Board of Mayor and Aldermen meeting. She stated that 331 crashes had occurred at this location in the last 5 years. Chief Cox also advised that total crime is down 24 percent.

Director of Code Enforcement Trey Arthur reported that compliance concerns shared during Open Discussion by Clarence and Alleon Neal, 2647 larch Trail Drive and Donna Davenport, 5995 Hickory Grove, at the July 9, 2024 Board of Mayor and Aldermen meeting had been addressed. He confirmed that the violator had been in compliance for some time. He also noted; however, that some codes need to be reviewed. Some ordinances were written in 1972 and the wording does not reflect the intent or spirit of the code. Code Enforcement will work closely with other departments to review the ordinances. Mayor Parsons asked that Municipal Technical Advisory Service (MTAS) also be consulted.

Stephanie Mouzen, 8490 Spotted Fern, addressed concerns regarding an overgrown pond behind her home.

Joe Tanner, 6880 Sawbriar Cove, spoke against the special use permit for Joyce's Gardens East Planned Development.

Stephanie Woodard, 4761 Ardie Road, spoke against the special use permit for Joyce's Gardens East Planned Development.

Marva Malone, 6819 Old Brownsville Road, spoke against the special use permit for Joyce's Gardens East Planned Development.

Discussion ensued between Director of Planning Kim Taylor, Director of Engineering John Horne, citizens, and aldermen regarding lot sizes, home sizes, cost, and traffic. This special use permit passed earlier in the meeting; however, no citizen voiced their opinion during the Public Hearing opportunity. Ms. Taylor confirmed the lot sizes would be between 11,000 to 13,000 square feet with the anticipation that homes would be larger and have a

price point in excess of \$400,000.00. It was noted that the final and construction plans would be heard at a future Planning Commission with additional detail forthcoming.

ADJOURNMENT

Meeting adjourned at 6:41 PM

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Minutes Acceptance: Minutes of Jul 23, 2024 6:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/13/24 06:00 PM

Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase of Knuckleboom loader.

STRINGFELLOW, INC.

2710 LOCUST STREET
NASHVILLE, TN 37207

TRUCK BODIES
REFUSE EQUIPMENT-WRECKERS
PARTS SERVICE

Knuckleboom
132.48/22.9
TEL: (615) 226-4900
FAX: (615) 226-8685
5.1.a

QUOTATION

NAME: City of Bartlett, TN (Fleet Services Attn: Steve Massey) DATE: July 16, 2024
ADDRESS: 7335 Yale Road TEL: 901 385-5570
CITY: Bartlett STATE: TN ZIP: 38133
TRUCK INFORMATION-DEALER: _____ GVWR: _____
CA: _____ YEAR: 2025 MAKE: Mack /Pac-Mac MODEL: MD742/KBF-20H-HJ TKB1830
COLOR: White TRANSMISSION: _____

QTY	DESCRIPTION	AMOUNT
1	2025 Mack MD742 w/Pac-Mac Knuckleboom Loader KBF-20H-HJ TKB1830	\$231,870.87
	Conventional Cab, Diesel Cummins Engine 300 HP, Allison 3000 RSD 6-SP Tran	
	Axles 12,000 Front & 21,000 Rear	
	Cab Paint White (Further spec detail provided on build-out Specs)	
	Warranty information as supplied	
	Knuckleboom Loader Boom 20 ft. painted red, Dual Hyd Operating Joy Sticks,	
	Body 18 ft. long and 30 cubic yard capacity painted black, Walk thru platform	
	Boom-Up Sensor, Barn Doors, Strobe Lights on Pivot, Mid-Body Turns,	
	Rubber Mat for walk-thru for head shield, Outrigger Pads.....	
	Power-up/Down Body Hoist, Tarp, 7" Rear View Camera, Conduit Under Body,	
	HARDOX BODY, Specialty Lights installed on Cab/Chassis of Truck.....	
	Non-Hydraulic Replacement Parts - 1 Year, Major Structural Component Parts - -	
	3 year, Swing Drive (Slewing Ring and Gearbox Parts Only) - 3 year	
	Sub-total (Sourcewell Pricing)	\$231,870.87
	Includes PDI and Delivery to City of Bartlett, TN 38133	
	Tax Exempt-Govt.	
	Sourcewell Member # 27612	
	TOTAL	\$231,870.87

Attachment: Bid Specs- Knuckleboom 07-23-24 (3619 : Purchase of Knuckleboom Loader)

AUTHORIZED BY:

SALES REPRESENTATIVE

HOL-MAC CORPORATION WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

- 1 year Parts and Labor Entire Unit
- 3 year Structural Warranty
- 3 year Drive Warranty (Slewing Ring and Gear Box Only)

Warranty shall be void if unit has not been serviced in accordance to the service manual provided, evidence of operator abuse of unit is present, or the unit has been used outside the design intent.

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.

CUSTOMER PROPOSAL



PREPARED FOR

DATE

8/12/2022

PREPARED BY

OLD RIVER OF NEW ORLEANS, LLC

10459 AIRLINE HWY

SAINT ROSE

LA 70087-3009

QUOTE INFORMATION

OR2022000075F285

MD7 42R

Qty: 4



Attachment: Bid Specs- Knuckleboom 07-23-24 (3619 : Purchase of Knuckleboom Loader)

**PREPARED FOR****DATE**

8/12/2022

PREPARED BY

OLD RIVER OF NEW ORLEANS, LLC
 10459 AIRLINE HWY
 SAINT ROSE
 LA 70087-3009

QUOTE INFORMATION

OR2022000075F285
 MD7 42R
 Qty: 4

Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

CAP WHITE

OLD RIVER OF NEW ORLEANS, LLC

TECHNICAL SPECIFICATION

MD7 42R



				WEIGHT (LB)	
MODEL DEFINING		DESCRIPTION		FRONT	REAR
S	AAXE6X	PRODUCT CLASS	MEDIUM DUTY VEHICLE, MACK	0	0
S	51AACX	BRAND	BRAND MACK	0	0
S	CKX50X	VEHICLE PROFILE	CONVENTIONAL (N-SERIES)	0	0
S	FAX20X	STEERING WHEEL POS.	STEERING WHEEL POSITION, LEFT HAND SIDE	0	0
S	DAX05X	AXLE ARRANGEMENT	4 WHEELS THEREOF 2 DRIVING	0	0

				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002GI2	CHASSIS (BASE MODEL)	MD742 - 42R MEDIUM DUTY, CLASS 7 w/ 6.7L, (MAX 33,000lbs GVWR)	2,095	552
S	99XE1X	ASSEMBLY PLANT	FACTORY USA (RV, MACK)	0	0
S	3HAB1X	DOT VEHICLE CERTIFICATION	DOT INCOMPLETE VEHICLE CERTIFICATION	0	0
S	PB10G1	PRICE BOOK LEVEL	2024A Pricebook	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310 FT)	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION		DESCRIPTION		FRONT	REAR
	1003K0	ENGINE / MOTOR	ISB6.7-280 DIESEL CUMMINS 280HP @ 2600RPM (GOV) 660 LB-FT, US21	1,581	-24
	1361W6	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION	534	78
S	E7EA1X	FUELSense CALIBRATION	ALLISON FUELSense, NEUTRAL AT STOP	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION EQUIPMENT		DESCRIPTION		FRONT	REAR
	HTXB2X	ENGINE BRAKE TYPE	ENGINE BRAKE	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	0	0
	3180A8	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH	5	0
S	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	0	0

				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	2400S0	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG	1,142	0
S	2440C4	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0
S	XAXBFX	STEERING GEAR RATIO	STEERING GEAR, RATIO 18.2, FIXED	0	0
	YVXZ1X	REAR SHOCK ABSORBER	WITHOUT REAR SHOCK ABSORBER	0	0
S	2520M2	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR MS-21-13X, (W/O DIFF LOCK) CASING 11.0mm	0	1,116
S	260AA5	REAR SUSPENSION - SINGLE	21000# (9525kg) MULTILEAF	0	481
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 18.5"x7" Q+	0	0

PRICELIST DATE
20220523

QUOTATION
OR2022000075F285

DATE
8/12/2022

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TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)	
CHASSIS EQUIPMENT		DESCRIPTION		FRONT	REAR
S	70XZ1X	LANE SUPPORT SYSTEM	WITHOUT LANE SUPPORT SYSTEM	0	0
S	9KAB1X	IDLE EMISSION CERTIFICATION	IDLE EMISSION CERTIFICATION, CARB 08	0	0
	DPF07F	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L over 271HP only!!)	104	58
S	130AA9	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT & FUEL TANKS		DESCRIPTION		FRONT	REAR
	271251	WHEELBASE	251" Wheelbase (188" CA) 90" After-frame	646	662
	374090	AF (OVERHANG)	90"	0	0
S	274194	FRAME RAILS	STEEL - 260MM X 70MM X 8MM -- (10.24" X 2.75" X 0.31"); RBM 1,580,000 LB-IN	0	0
S	JVXBAX	PRIMARY FUEL FILTER	FUEL FILTER & WATER SEPARATOR (Diesel engines only)	5	0
	2880N8	FUEL TANK - LH	90 GALLON (340 L) 22" ALUMINUM ROUND	159	53

				WEIGHT (LB)	
CAB INTERIOR		DESCRIPTION		FRONT	REAR
S	40XAKX	FIRE EXTINGUISHER	HAND FIRE EXTINGUISHER 1.1 KG (2.5LB) ENGLISH DECAL, ABC	0	0
S	D8XZ1X	SEAT BELT REMINDER	WITHOUT SEAT BELT REMINDER	0	0
S	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND	0	0
S	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0
S	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0
S	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0
	34XH3X	PASSENGER SEAT	FIXED BENCH SEAT SUPPORT, INTEGRATED STORAGE BOX	51	0
	3PXA1X	SEAT ARMREST	SEAT ARMREST SINGLE, DRIV(DRIVER SEAT ONLY)	0	0
S	XRXB1X	STEERING WHEEL ADJUSTMENT	ADJUSTABLE STEERING WHEEL, 2 MOTIONS	0	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	WSXAAX	WINDSHIELD TYPE	ONE PIECE WINDSHIELD	0	0
S	Q4XADX	DOOR WINDOW FRONT	PEEP WINDOW ON PASSENGER SIDE DOOR	0	0
S	1520H2	MIRRORS - EXTERIOR	STANDARD MANUAL MIRROR BOTH SIDES, BLACK (Anthem mirror)	27	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	900AT0	TIRES BRAND/TYPE - FRONT	11R22.5 H BRIDGESTONE R268 ECOPIA (13220 lbs) (Total for QTY = 2)	247	0
	5310Y1	WHEELS - FRONT	22.5x8.25 ACCURIDE, POWDER COATED WHITE STEEL DISC (Total for QTY = 2)	128	0
S	Z4EABX	FRONT WHEEL STUDS	FRONT WHEEL STUDS, LONG	0	0
	901090	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)	0	538
	346176	WHEELS - REAR	22.5x8.25 ACCURIDE, POWDER COATED WHITE STEEL DISC (Total for QTY = 4)	0	256
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS, LONG	0	0

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TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
				FRONT	REAR
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0
FRONT / REAR AXLE WEIGHTS (LB)				6720	3766
TOTAL WEIGHT (LB)				10486	

Attachment: Bid Specs- Knuckleboom 07-23-24 (3619 : Purchase of Knuckleboom Loader)

PRICELIST DATE
20220523

QUOTATION
OR2022000075F285

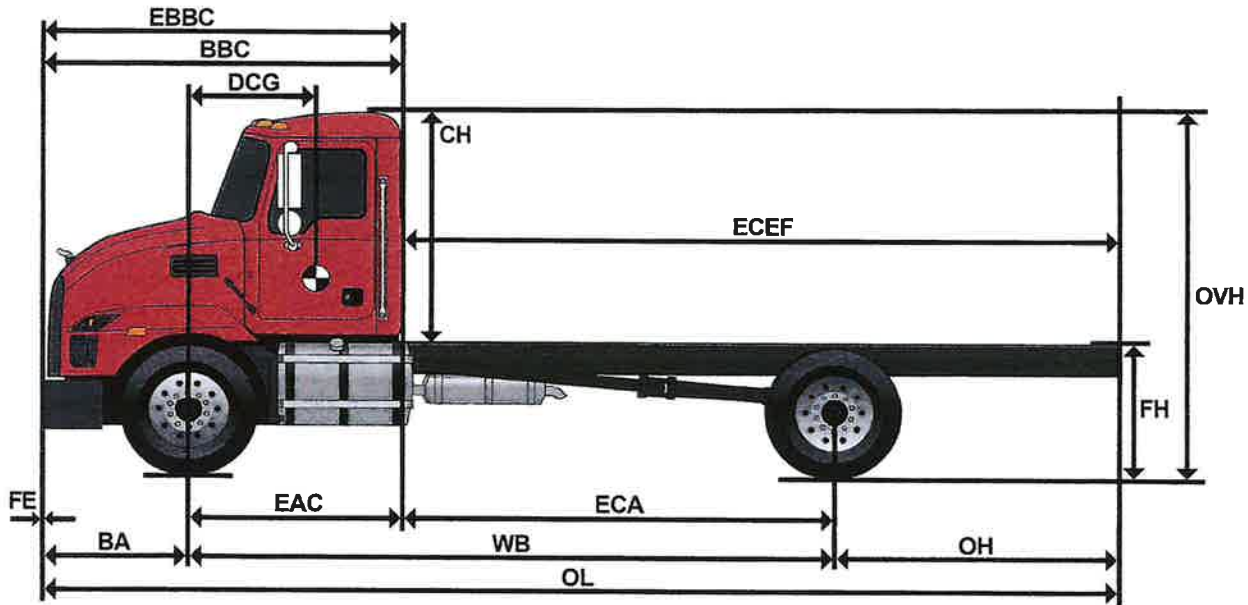
DATE
8/12/2022

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VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

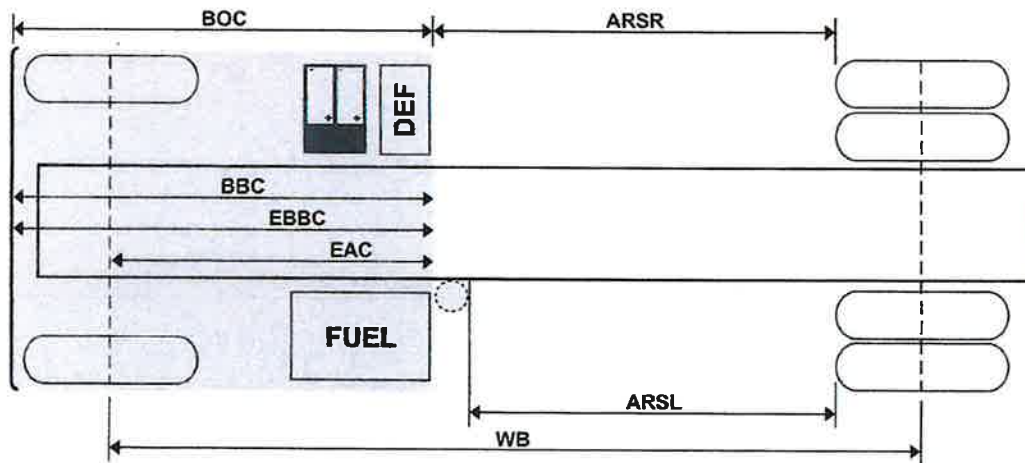
Description	Sales Code	Dwg Ref	Length	UOM
Front Frame Extension	N/A	FE	0.0	INCHES
Bumper to Front Axle	N/A	BA	40.0	INCHES
Wheelbase	N/A	WB	251.0	INCHES
Rear Overhang	N/A	OH	90.0	INCHES
Overall Length	N/A	OL	380.9	INCHES
Bumper to Back of Cab	N/A	BBC	103.0	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	103.0	INCHES
Eff. Cab to Rear Axle	N/A	ECA	188.0	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	63.0	INCHES
Eff. Cab to End of Frame	N/A	ECEF	277.9	INCHES
Unladen 5th Wheel Height	001AA3	5W	0.0	INCHES
Unladen Frame Height	N/A	FH	40.9	INCHES
Cab Height	N/A	CH	69.1	INCHES
Overall Height	N/A	OVH	110.0	INCHES
Driver CG	N/A	DCG	59.1	INCHES
Second Front Axle Spacing	001AA3	SFAS	0.0	INCHES



Attachment: Bid Specs- Knuckleboom 07-23-24 (3619 : Purchase of Knuckleboom Loader)


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	251.0	251.0
Available Rail Space Right	N/A	ARSR	N/A	168.9
Available Rail Space Left	N/A	ARSL	132.7	N/A
Eff. Front Axle to Back of Cab	N/A	REF	63.0	63.0
Front Axle To Fender	001AA3	N/A	30.0	30.0
Battery Box	001AA3	N/A	0.0	25.0
90 GALLON (340 L) 22" ALUMINUM ROUND / TRUCK	2880N8 / 001AA3	N/A	67.2	0.0
Ad-Blue Tank	001AA3	N/A	0.0	6.0
Drive Tire Radius	901090	N/A	21.1	21.1



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.



Mack Trucks
www.macktrucks.com

Attachment: Bid Specs- Knuckleboom 07-23-24 (3619 : Purchase of Knuckleboom Loader)



KB-20 SERIES



KBF 20H with TKB-1824 Body



NEW 2-YEAR WARRANTY ON
GEAR BOX AND SLEWING RING

**A FIVE-STAR RATING PLACES THE
KB-20 SERIES IN A CLASS OF ITS OWN.**

- ★ QUALITY
- ★ SAFETY
- ★ ECONOMICAL
- ★ USER-FRIENDLY
- ★ DURABILITY



All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. BOX 349 • BAY SPRINGS, MS 39422 • (601) 764-4121

www.e-pac-mac.com

REFUSE AND RECYCLING EQUIPMENT

Attachment: Bid Specs- Knuckleboom 07-23-24 (3619 : Purchase of Knuckleboom Loader)

TECHNICAL DATA AND SPECIFICATIONS

GENERAL SPECIFICATIONS:

Height of boom to ground in lowest travel position	11 ft.
Boom length (16 ft. with 4 ft. extension)	20 ft.
Body length (fixed)	16, 17, 18 ft.
(Optional boom lengths available)	
Lifting capacity at 20 feet (with grapple)	3300 lbs.
Weight of loader body and truck (empty)	22,500 lbs.
Outrigger extended	12 ft.
retracted	8 ft.
Body hoist capacity	30,000 lbs.

BUCKET:

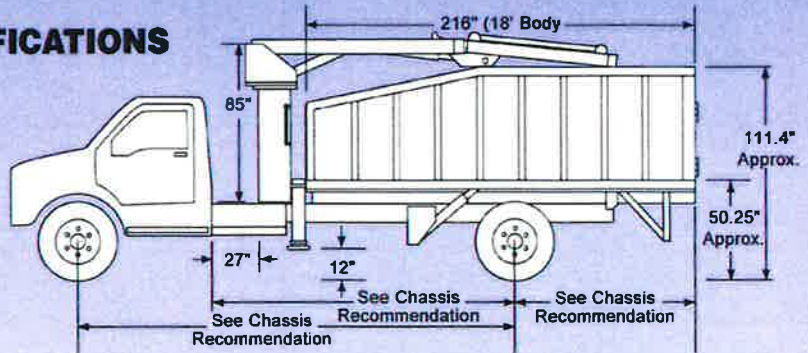
360° continuous rotation. Optional 270°	
Width	4 ft.
Fully open	5 ft.
High strength tempered steel replaceable cutting edges	

RECOMMENDED CHASSIS:

Cab to axle	See Chassis Requirements
Front axle	Minimum 12,000 lbs.
Rear axle	Minimum 21,000 lbs.
GVW	Minimum 33,000 lbs.
Engine	Minimum 210 HP
Transmission	automatic or manual
Frame	1,500,000 RBM

BODY:

Length	18, 19, 20 ft.
Capacity	20, 24, 25, 30 cu. yds.
Tilt to 45° for dumping	
Two heavy-duty "barn type" doors	
Floor – 3/16 inch smooth steel plate	
Sides – 10 gauge smooth steel plate	
Floor channel beams – 12 inch centers	



A USER-FRIENDLY **KB-20 Series** truck body makes loading and unloading heavy, bulky materials easier. Two heavy-duty doors swing completely open for easy discharge. Also available is an optional scow (open back) type body.

The **KB-20 Series** has been designed for easy operator access, easy service, easy maintenance and with the low initial cost, it makes this loader a great **ECONOMICAL** package.



SAFETY features include hydraulic hoses enclosed in a pedestal structure. For superior safety, the **KB-20 Series** features a pilot operated check valve, an integral part of each boom and outrigger cylinders. Shown with optional pilot operated electronic joystick controls.



DURABILITY – The **KB-20 Series** truck body is equipped with twin telescopic dump cylinders, providing a 45-degree body tilt. The **KB-20 Series** offers a structurally sound, heavy-duty body that will stand the test of time.



QUALITY – The **KB-20 Series** boom hoses are protected from debris with no hoses exposed below the rotator. The boom is equipped with a continuous rotating grapple. The grapple is constructed with bolt-on heat-treated steel cutting edges. The edges are overlapping allowing the grapple to close completely. This is a distinct feature that puts this grapple in a **CLASS OF ITS OWN**.



All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. BOX 349 • BAY SPRINGS, MS 39422 • (601) 764-4121

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DISTRIBUTED BY

REFUSE AND RECYCLING EQUIPMENT

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/13/24 06:00 PM

Department: Public Works

Category: Purchase

Prepared By: Jessica Vaughan

Department Head: Matt Crenshaw

Purchase Chevrolet Crew Cab Trucks.

7/26/24, 2:24 PM

Sell, service, and deliver letter



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/26/2024

Quote ID: 29260RL

Mr Steve Massey
City of Bartlett

6400 Stage Road, Bartlett, TN

Bartlett, Tennessee, 38134

Dear Mr Steve Massey,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration. Two (2) New/Unused (Chevy 3500HD Mechanics Body Pkg + Handling 1GB4YSEYXRF196743 & 1GB4YSEY2RF196459) each for

One Unit

Extended Unit's (2)

Subtotal	\$141,288.92	\$282,577.84
Tax (0.0000 %)	\$0.00	\$0.00
Total	\$141,288.92	\$282,577.84

- per the attached specifications. Sourced vehicles are in stock and subject to prior sale until receipt of a purchase order, client pickup

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call. Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Attachment: Specs- two- chevy 3500HD Crew Cab Trucks (3630 : Purchase Crew Cab Trucks)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/13/24 06:00 PM

Department: Parks and Recreation

Category: Purchase

Prepared By: Debbie Christopher

Department Head: Paul Wright

Purchase playground system for the Dixon Brewer Park Enhancements project.

We recommend the purchase from Little Tikes Commercial Playground System for a total price of \$74,412.00.

Funds are available in Account 311.48311.780.51623.

Thank you for your consideration.

QUOTE

Quote Date: July 31, 2024

PlayPower LT Farmington, Inc.
P. O. Box 734155
Dallas, TX 75373-4155

Bill To:

Bartlett Parks & Recreation
Attn: Jimbo Draffin

Ship To:

TBD

Your #	Our #	Sales Rep	FOB	SHIP VIA	Terms	Ship Time
734-8140	268-7807	Mid-South Recreation	Factory	Common Carrier	Net 30 Days	10 Weeks

Qty.	Item	Description	Total
		DIXON PARK-OPTION “A”	
1	Custom	Custom Playground Design	\$74,412.00
		*Includes everything shown on attached drawings.	
		*(1) Custom Kid Builder Structure-See Drawings	
		<i>*SOURCEWELL CONTRACT # 010521-LTS*</i>	
		*Prices quoted include: Removal/Disposal of existing playground Structure.	
		*Prices DO NOT include: Site Preparation or Safety Surface.	
		Purchase needs to be made to:	
		PlayPower LT Farmington, Inc.	

We are pleased to submit the above quotation for your consideration. Should you place an order be assured it will receive our prompt attention. This quote is valid for 30 Days and is subject to change without notice.

BY: 

ACCEPTED: 

DATE: 4/1/2018

Thank You!

Subtotal	\$74,412.00
Freight	Included
Tax	Exempt
Bal Due	\$74,412.00

Attachment: Dixon Brewer Park playground Quote 8.7.24 (3632 : Purchase Playground System for the Dixon Brewer Enhancements)

City of Bartlett Parks & Recreation

Dixon Park-Playground Colors

Posts & Accent (Support Posts & Rails):

Red ☒ Orange _____ Tropical Yellow _____ Yellow _____ Chartreuse _____
 Lime _____ Green _____ Forest Green _____ Teal _____ Azure _____ Blue _____
 Cobalt _____ Plum _____ Lavender _____ Burgundy _____ Beige _____
 Sand _____ Brown _____ Dark Brown _____ White _____ Light Gray _____
 Silver _____ Metallic Gray _____ Black _____ (Post only)

Plastic (Slides, Panels, Tunnels, Roofs):

Red _____ Orange _____ Tropical Yellow _____ Yellow _____ Chartreuse _____
 Lime _____ Green _____ Forest Green _____ Teal _____ Sky _____ Cyan _____
 Blue ☒ Cobalt _____ Plum _____ Lavender _____ Burgundy _____ Beige _____
 Brownstone _____ Brown _____ Dark Brown _____ White _____
 Light Gray _____ Gray _____ Graystone _____ Black (Roofs Only)

Vinyl (Decks, Bridges, Stairs):

Brown _____ Charcoal Gray ☒ Green _____ Red _____ Blue _____ Sand _____







Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/13/24 06:00 PM

Department: Engineering

Category: Change Order

Prepared By: Dalan Hubbard

Department Head: John Horne

Change Order for Bartlett Water System Repair and Replacements.

The Bartlett Water System Repair and Replacements Project includes the following work:

1. Filter repairs at Water Treatment Plant #1 on Altruria Rd.
2. Valving replacement at Water Treatment Plant #4 on Germantown Rd.

This project was advertised in *The Commercial Appeal* on Thursday, April 20, 2023.

On Thursday, May 4, 2023 the City of Bartlett received a sole bid for the Bartlett Water System Repair and Replacements Project from:

Chris-Hill Construction \$1,241,535.50

On August 8, 2024, the Board of Mayor and Aldermen awarded the contract to Chris-Hill Construction for \$1,241,535.50 with a contingency amount of \$100,000.00 for a total of \$1,341,535.50.

On February 7, 2024 Change Order #1 for the Bartlett Water System Repair Project was approved in the amount of \$48,070.00. It included additional concrete in the filters, ceiling restoration and painting of the walls. This change order left \$51,930.00 in contingency.

Please approve Change Order #2 in the amount of \$168,280.00 for additional valve and actuator replacement at Water Treatment Plant #4 on Germantown Rd. This change order is \$116,350.00 above the approved contingency amount. This will increase the contract amount to \$1,457,885.50.

Funding for this project is available in Account 312.48312.81119.

**CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
UTILITIES AND INSPECTION**

CONTRACT FOR: Bartlett Water System Repair & Replacements

CONTRACTOR: Chris Hill Construction

Change Order: #2

Contract Item Additions & Deductions

JUSTIFICATION:

The following item are associated with work within the Water Treatment Plant #4.

ITEM 1- (4) Influent Vavles & Actuators need to be replaced. The exsiting valves are orginal and the existing pneumtaic actuators are not consistent with the electric actuators to be installed.

Item	Description		Total
1	Influent Valves & Actuators	Cost Addition	\$ 168,280.0
NET CONTRACT ADDITION			\$ 168,280.0

The amount of the Original Contract approved at the 8/1/23 BOMA was:	\$ 1,241,535.5
The contingency amount approved at the 8/1/23 BOMA was:	\$ 100,000.0
Total Amount (Not to Exceed) approved at the 8/1/23 BOMA was:	\$ 1,341,535.5
Change Order #1 increased the contract amount by:	\$ 48,070.0
Change Order #2 increased the contract amount by:	\$ 168,280.0
Change Order #3 decreased the contract amount by:	
The Contract Total including this change order will be:	\$ 1,457,885.5

The Original Contract Completion Date was:	6/6/20
Change Order 1 increased the Contract Completion Date by the following # of days:	30 days
Change Order 2 increased the Contract Completion Date by the following # of days:	86 days
Change Order 3 increased the Contract Completion Date by the following # of days:	
The new Contract Completion Date will be:	30-Sep-24
<i>This document will become a supplement to the contract and all provisions will apply hereto.</i>	

Recommended		
	Chris Hill Construction Authorized Representative	Date
Accepted		
	City Engineer John Horne	Date
Approved		
	Mayor David Parsons	Date

Attachment: CHANGE ORDER #2 CHRIS HILL (3627 : Change Order for Bartlett Water System Repair and Replacements)



CO Request 2

CHRIS-HILL CONSTRUCTION CO. LLC
 4749 Pleasant Run Road
 Memphis, TN. 38118
 Phone 901-767-6312
 Fax 901-767-1323

3-22-2024

From: Shannon McCarley
 Project Manager

Project:
 FY2023-03-013 Bartlett Water System Repair
 and Replacements

QUOTE City of Bartlett
 TO 6400 Stage Road
 Bartlett, TN. 38134
 Attn. Mr. Mandrill McLaughlin

AVAIL. TO START		
5659 Bartlett Water System Repairs - CO1	Influent Valves & Electric Actuators	

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	EXT. PRICE
1	Influent Valves & Electric Actuators	4	EA	\$ 42,070.00	\$ 168,280.00

As requested by the City of Bartlett, Chris-Hill Construction Co. offers the above pricing to replace (4) Influent Valves & Actuators at WTP 4 – N. Germantown Road.

Inclusions:

- Item 1 – Influent Valves & Actuators
 - Labor, Equipment, and Materials to replace (4) Valves & Actuators in the Influent water line.
 - Valves to be - 12" Pratt 2FII butterfly
 - Electric Actuators to be – BECK / Open-Close operation.
 - Valve Actuator Configuration Sheet is attached.
 - Delivery time for the new valves and actuators is 10-12 weeks from the date of change order approval.
 - This work is to be paid as an overrun of *Item 33 12" Electric Actuators & Valve* on the pay application Continuation Sheet.
 - The Plan Quantity is 5, the Final Quantity will be 9.

Exclusions:

- Engineering and/or design.
- Federal, State, or Local fees and/or permits.



Clarifications:

- In order to minimize the downtime of the water treatment plant, in the approaching times of high-water demand, it will be necessary to delay the replacement of the plan quantity of existing valves and actuators until these (4) additional valves and actuators have been delivered.
- Currently, the contract Completion Date is June 6, 2024 and the anticipated Lead Time for the additional (4) Valves & Actuators is approximately 10 - 12 weeks, making the valve and actuator delivery date close to, or past, the current contract Completion Date.
- With the additional 10 – 12 weeks for the new valve & actuator delivery, the delay of performing the plan quantity valve & actuator replacement, and the contract Completion Date set as June 6, 2024 we request that an additional 86 calendar days be added to the contract Completion Date. This will set the new contract Completion Date as 8-31-2024.

Configured Model Features & Specifications

Line	Qty	Model	Application Description
1	4	11-363	Valve/Filter Influent 12" Pratt 2FII butterfly

Actuator Features & Specifications

Voltage/Phase / Freq: 120/1/60

Torque (lb-ft): 550

Stroke Timing (seconds): 68

Travel (degrees): 90

Auxiliary Limit Switches: 4X SPDT

Control Signal: Open-Close or pushbutton operation

Feedback Signal: NONE

Loss of Power Action: Stay in Place

Enclosure Rating: TYPE 4X, IP66/IP68 (3m / 48 hrs)

Corrosion Protection: Standard

Wiring Diagram: 17-5503-65

Integral Features:

- Self-Locking, Self-Releasing Gear Train
- Handwheel (manual operation without power)
- Non-coasting Beck control motor with instant magnetic braking
- Dust-Tight Construction
- Over-Travel Limit Switches
- Cast Mechanical Stops
- 5-Position Handswitch (electrical manual operation)

Additional Features:

- Certificate of Inspection
- Stainless Steel Tagging
- Auxiliary handswitch contact closed in AUTO
- Motor Handwheel Label (OPEN direction)

Valve Info: Beck Mounting with Beck Supplied Mounting Hardware
12" Pratt 2FII butterfly valve

Valve/Damper Supplier By: BECK

Mounting Type: Direct Couple

Attachment: CHANGE ORDER #2 CHRIS HILL (3627 : Change Order for Bartlett Water System Repair and Replacements)



Orange- back wash (out) to sanitary sewer.
 Red –backwash (in)
 Dark blue- raw influent *
 Light blue - effluent

**CITY OF BARTLETT
DEPARTMENT OF ENGINEERING
UTILITIES AND INSPECTION**

CONTRACT FOR: Bartlett Water System Repair & Replacements
CONTRACTOR: Chris Hill Construction
Change Order: #1

Contract Item Additions & Deductions

JUSTIFICATION:

The following 3 items are associated with work within the Water Treatment Plant #1 Filter Complex.

ITEM 1 Within each filter, there is approximately 3 additional vertical feet of concrete that should be repaired and coated.

ITEM 2 Also, the filter ceiling is composed of corrugated metal roofing which has a large amount of rust corrosion. This must be restored asap as it is directly over the filters.

ITEM 3 Additionally, the paint on the masonry walls of the filter complex is chipping off and requires stripping, priming, and painting.

Item	Description		Total
1	Additional Concrete Repair & Coating	Cost Addition	\$ 24,360.00
2	Sand blast, repair, prime, and coat metal ceiling	Cost Addition	\$ 24,830.00
3	Strip, prime, and paint masonry walls	Cost Addition	\$ 15,980.00
Contract Item 6	Replace Broken Underdrains (This Item not needed)	Cost Deduction	\$ (17,100.00)
NET CONTRACT ADDITION			\$ 48,070.00

The amount of the Original Contract approved at the 8/1/23 BOMA was:	\$ 1,241,535.00
The contingency amount approved at the 8/1/23 BOMA was:	\$ 100,000.00
Total Amount (Not to Exceed) approved at the 8/1/23 BOMA was:	\$ 1,341,535.00
Change Order #1 increased the contract amount by:	\$ 48,070.00
Change Order #2 increased the contract amount by:	
Change Order #3 decreased the contract amount by:	
The Contract Total including this change order will be:	\$ 1,289,605.00

Recommended		2/1/2024
	Chris Hill Construction Authorized Representative	Date
Accepted		2/2/24
	City Engineer John Horne	Date
Approved		2/6/24
	Mayor David Parsons	Date

Attachment: CHANGE ORDER #1 CHRIS HILL (3627 : Change Order for Bartlett Water System Repair and Replacements)



CO Request 1

CHRIS-HILL CONSTRUCTION CO. LLC
 4749 Pleasant Run Road
 Memphis, TN. 38118
 Phone 901-767-6312
 Fax 901-767-1323

2-2-2024

From: Shannon McCarley
 Project Manager

Project:
 FY2023-03-013 Bartlett Water System Repair
 and Replacements

QUOTE City of Bartlett
 TO 6400 Stage Road
 Bartlett, TN. 38134
 Attn. Mr. Gary Vaden

		AVAIL. TO START
5659 Bartlett Water System Repairs - CO1	Multiple Items	

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	EXT. PRICE
1	Additional Concrete Coating	464	SF	\$ 52.50	\$ 24,360.00
2	Paint Ceiling Above Filters	1	LS	\$ 24,830.00	\$ 24,830.00
3	Paint Masonry Wall in Filter Room	1	LS	\$ 15,980.00	\$ 15,980.00

As requested by the City of Bartlett, Chris-Hill Construction (CHC) offers the above pricing to apply the concrete coating to additional filter wall area, prep & paint the ceiling(s) above the filters, and paint the walls in the Filter Room at WTP 1 - Altruia.

Inclusions:

- Item 1 – Additional Concrete Coating (Filter Walls)
 - Coating subcontractor to furnish, prepare, and apply the concrete coating to the entire concrete filter walls. 3 VF above what is included with our bid.
 - This calculates to an additional 174 sf/filter, or a Total of 696 sf for all 4 filters. CHC is willing to absorb a portion of this additional cost (1 VF, or 58sf, per filter) and we are asking for the following to be approved.
 - CHC requests to be paid at the Unit Price on the bid form, \$52.50/sf, to coat an additional 3 VF of wall, but to be paid for an additional 2VF (116 sf) per filter. $\$52.50 \times 116 \text{ sf} = \$6,090.00/\text{filter}$.
 - Total amount of cost increase $\$6,090.00/\text{filter} \times 4 \text{ filters} = \underline{\$24,360.00}$



- Item 2 – Prepare and Paint the Metal Ceiling above the Filters
 - Coating subcontractor to paint the ceilings (above the filters).
 - SSPC-SP6 Commercial blast all surfaces to be painted.
 - Furnish and apply two coats of Sherwin William's Macropoxy 646, to achieve 4-6 mils d.f.t. per coat.
 - Total change order amount to perform this work is \$24,830.00.
 - This item to be paid as 1 LS.
- Item 3 – Prepare and Paint Masonry Walls in the Filter Room
 - Coating subcontractor to paint the masonry walls, steel lintels and support posts in the Filter Room.
 - Hand and tool clean as necessary.
 - Furnish and apply two coats of Sherwin William's Water Based Catalyzed Epoxy to achieve 2-4 mils d.f.t. per coat.
 - Total change order amount to perform this work is \$15,980.00.
 - This item to be paid as 1 LS.

Exclusions:

- Engineering and/or design.
- Federal, State, or Local fees and/or permits.



Protective & Marine Coatings

PRODUCT DATA SHEET



MACROPOXY® 646

FAST CURE EPOXY

Revised: May 21, 2020

PRODUCT DESCRIPTION

MACROPOXY 646 Fast Cure Epoxy is a high solids, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

INTENDED USES

- Recommended for marine applications, refineries, offshore platforms, fabrication shops, chemical plants, tank exteriors, power plants, water treatment plants, and mining and minerals industry
- Mill White and Black are acceptable for immersion use for salt water and fresh water, not acceptable for potable water

PRODUCT DATA

Finish:	Semi-Gloss
Colors:	Mill White, Black and a wide range of colors available through tinting
Volume Solids:	72% ± 2%, mixed, Mill White
VOC (mixed):	Unreduced: <250 g/L; 2.08 lb/gal Reduced 10%: <300 g/L; 2.50 lb/gal
Mix Ratio:	1:1 by volume
Typical Thickness:	

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	7.0 (175)	13.5 (338)
Dry mils (microns)	5.0* (125)	10.0 (250)
~Coverage sq ft/gal (m²/L)	115 (2.9)	230 (5.8)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1152 (28.2)	

*May be applied at 3.0-10.0 mils (75-250 microns) dft as an intermediate in a multicoat system.

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Shelf Life:	36 months, unopened Store indoors at 40°F (4.5°C) to 110°F (43°C).
Flash Point:	91°F (33°C), TCC, mixed
Reducer/Clean Up:	Reducer #15, Reducer #58, or MEK (California) Reducer #111 or Oxsol 100
Weight:	12.9 ± 0.2 lb/gal ; 1.55 Kg/L, mixed, may vary by color

Average Drying Times @ 7.0 mils (175 microns) wet:

	35°F (1.7°C) 50% RH	77°F (25°C) 50% RH	100°F (38°C) 50% RH
Touch:	4-5 hours	2 hours	1.5 hours
Handle:	48 hours	8 hours	4.5 hours
Recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year

Cure to service:

atmospheric:	10 days	7 days	4 days
immersion:	14 days	7 days	4 days

Average Drying Times as intermediate @ 5.0 mils (125 microns) wet:

Touch:	3 hours	1 hour	1 hour
Handle:	48 hours	4 hours	2 hours
Recoat:			
minimum:	16 hours	4 hours	2 hours
maximum:	1 year	1 year	1 year

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent. Paint temperature must be 40°F (4.5°C) minimum.

Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Minimum recommended surface preparation:

Iron & Steel:	Atmospheric: SSPC-SP2/3/ ISO8501-1:2007 St 2 or SSPC-SP WJ-3 / NACE WJ-3L Immersion: SSPC-SP10 / NACE 2/ ISO8501-1:2007 Sa 2.5, 2-3 mil (50-75 micron) profile or SSPC-SP WJ-2/NACE WJ-2L
Stainless Steel:	Atmospheric: SSPC-SP16, 1 mil (25 micron) profile
Aluminum & Galvanizing:	SSPC-SP1. If surface has not be weathered for more than 6 months, follow SSPC-SP1 then SSPC-SP16. For fire proofing projects, consult a Sherwin-Williams representative for surface preparation requirements.
Concrete & Masonry:	Atmospheric: SSPC-SP13/NACE 6, or ICRI No. 310.2R CSP 1-3 Immersion: SSPC-SP13/NACE 6-4.3.1



Protective & Marine Coatings

PRODUCT DATA SHEET



MACROPOXY® 646

FAST CURE EPOXY

APPLICATION			APPLICATION CONDITIONS	
Airless Spray* Pump.....30:1 Pressure.....2800-3000 psi (193-206 bar) Hose.....1/4" ID (6.3 mm) Tip......017"-.023" (0.43-0.58 mm) Filter.....60 mesh Reduction.....As needed up to 10% by volume			Temperature: Air: 35°F (1.7°C) minimum, 120°F (49°C) maximum Surface*: 35°F (1.7°C) minimum, 250°F (120°C) maximum Material: 40°F (4.5°C) minimum At least 5°F (2.8°C) above dew point Relative humidity: 85% maximum	
Conventional Spray* Gun.....DeVilbiss MBC-510 Fluid Tip.....E Air Nozzle.....704 Atomization Pressure.....60-65 psi (4.1-4.5 bar) Fluid Pressure.....10-20 psi (0.7-1.4 bar)			*When spraying a surface above 120°F (49°C), reduce material 10% with Reducer #100, R7K100. Spray apply only. Product will produce an orange peel appearance when applied at elevated temperatures.	
Brush* Brush.....Nylon/Polyester or Natural Bristle			APPROVALS	
Roller* Cover.....3/8" woven with solvent resistant core			- Suitable for use in USDA inspected facilities - Acceptable for use in Canadian Food Processing facilities, categories: D1, D2, D3 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative) - Conforms to AWWA D102 OCS #5 - Conforms to MPI # 108 - This product meets specific design requirements for non-safety related nuclear plant applications in Level II, III and Balance of Plant, and DOE nuclear facilities* - Meets Class A requirements for Slip Coefficient, 0.36 @ 6 mils / 150 microns dft (Mill White only)	
Plural Component Spray ..Acceptable *Reduction.....As needed up to 10% by volume If specific application equipment is not listed above, equivalent equipment may be substituted.			* Nuclear qualifications are NRC license specific to the facility	
RECOMMENDED SYSTEMS			ADDITIONAL NOTES	
Dry Film Thickness / ct.				
	Mils	(Microns)		
Steel, Immersion & Atmospheric			Tint Part A with Maxitoner at 150% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.	
2 Cts. Macropoxy 646	5.0-10.0	(125-250)	Tinting is not recommended for immersion service.	
Steel, Organic Zinc Primer, Atmospheric			Quik-Kick Epoxy Accelerator is acceptable for use. See data page for details.	
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)	Acceptable for concrete floors.	
1 Ct. Macropoxy 646	5.0-10.0	(125-250)	When spraying a surface above 120°F (49°C), reduce material 10% with Reducer #100. Spray apply only. Product will produce an orange peel appearance when applied at elevated temperatures.	
Steel, Inorganic Zinc Primer, Atmospheric			Topcoating: It is recommended to apply a thinned-down, low wet film thickness mist coat over zinc rich primers to help avoid outgassing. Allow it to tack up and seal the surface. Then apply a full wet film thickness coat as directed.	
1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)	Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation. Allow the material to sweat-in as indicated prior to application. Re-stir before using.	
1 Ct. Macropoxy 646	5.0-10.0	(125-250)		
Steel, Organic Zinc/Epoxy/Urethane Topcoat				
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)		
1 Ct. Macropoxy 646	3.0-10.0	(75-250)		
1 Ct. Acrolon 7300	2.0-4.0	(50-100)		
Steel, Inorganic Zinc/Epoxy/Urethane Topcoat				
1 Ct. Zinc Clad II (85)	2.0-4.0	(50-100)		
1 Ct. Macropoxy 646	3.0-10.0	(75-250)		
1 Ct. Acrolon 7300	2.0-4.0	(50-100)		
Steel, Organic Zinc/Epoxy/Polysiloxane Topcoat, Atmospheric				
1 Ct. Zinc Clad IV (85)	3.0-5.0	(75-125)		
1 Ct. Macropoxy 646	3.0-10.0	(75-250)		
1-2 Cts. Sher-Loxane 800	2.0-4.0	(50-100)		
Concrete/Masonry, Smooth, Immersion & Atmospheric				
2 Cts. Macropoxy 646	5.0-10.0	(125-250)		
The systems listed above are representative of the product's use, other systems may be appropriate.				
WARRANTY			HEALTH AND SAFETY	
The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.			Refer to the SDS sheet before use. Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.	
			DISCLAIMER	
			The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet.	



PRO

INDUSTRIAL™

113.22

WATER BASED CATALYZED EPOXY

PART A
PART A
PART B

B73-300 SERIES
B73-360 SERIES
B73V300

GLOSS
EG-SHEL
HARDENER



As of 05/03/2016, Complies with:			
OTC	Yes	LEED® 09 NC CI	Yes
SCAQMD	Yes	LEED® 09 CS	Yes
CARB	Yes	LEED® 09 H & S	Yes
CARB SCM 2007	Yes	LEED® v4 Emissions	Yes
MPI Spec	Yes	LEED® v4 VOC	Yes

CHARACTERISTICS

Pro Industrial Water Based Catalyzed Epoxy is an interior/exterior two component, polyamine epoxy topcoat. Designed for use in commercial and industrial applications. It provides excellent corrosion resistance, abrasion resistance, color durability, chemical resistance, early moisture resistance and good adhesion to concrete, metal, or primed substrates. Suitable for use in USDA inspected facilities.

Color: most colors

Recommended Spread Rate per coat:

Wet mils: 5.0 - 10.0

Dry mils: 2.0 - 4.0

Coverage: 160 - 320 sq ft/gal
approximate

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Time @ 7.0 mils wet 50% RH:

50°F 77°F 100°F

To touch: 1 hrs 45 min 25 min

To handle: 5 hrs 4 hrs 2 hrs

To recoat:

minimum: 8 hours 6 hours 3 hours

maximum: 30 days 30 days 30 days

To cure: 7 days 7 days 7 days

Pot Life: 8 hrs 5½ hrs 3½ hrs

Drying time is temperature, humidity, and film thickness dependent.

Sweat-in-time: none required

Mix Ratio: 4:1

If maximum recoat time is exceeded, abrade surface before recoating.

Finish:

Eg-Shel 15-25 units @ 85°

Gloss 90+ units @ 60°

Flash Point: >200°F, SETA Flash, mixed

Shelf Life: 24 months, unopened

Store indoors at 40°F to 100°F.

Tinting with CCE:

at 100% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

B73W311/B73V300

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids (mixed): 41 ± 2%

Weight Solids (mixed): 50 ± 2%

Weight per Gallon (mixed): 9.97 lb

RECOMMENDED SYSTEMS

Steel and Galvanized Steel:

1 ct. Pro Industrial Pro-Cryl Primer

1-2 cts. Pro Industrial Water Based Epoxy

Drywall:

1ct. ProMar 200 Zero VOC Latex Primer

1-2 cts. Pro Industrial Water Based Epoxy

Concrete, smooth:

1-2 cts. Pro Industrial Water Based Epoxy

Concrete/Masonry:

1ct. Filler/Surfacer as required to fill voids and provide a continuous surface.

Suitable surfacers are:

Loxon Block Surfacers

Heavy Duty Block Filler

Kem Cati-Coat HS Epoxy Filler

Wood, Interior:

1 ct. Premium Wall & Wood Primer

2 cts. Pro Industrial Water Based Epoxy

The systems listed above are representative of the product's use, other systems may be appropriate.

System Tested: (unless otherwise indicated)

Substrate: Steel

Surface Preparation: SSPC-SP10

2 cts. Pro Industrial Waterborne Catalyzed Epoxy, Gloss, @ 2.0 - 4.0 mils dft/ct

Abrasion Resistance:

Method: ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load

Result: 150 mg loss

Impact Resistance, Direct:

Method: ASTM D2794

Result: 100 in. lb.

Impact Resistance, Indirect:

Method: ASTM D2794

Result: 80 in. lb.

Moisture Condensation Resistance:

Method: ASTM D4585, 100°F, 5000 hours

Result: Passes

Pencil Hardness:

Method: ASTM D3363

Result: H

Salt Fog Resistance:

Method: ASTM B117, 2000 hours

Result: Passes

WVP Perms (US)

grains/(hr ft² in Hg)

Gloss 2.0

Eg-Shel 5.0

Adhesion:

Method: ASTM D4541

Result: 550 psi

Corrosion Weathering:

Method: ASTM D5894, 15 cycles, 5040 hours

Result: Passes

Dry Heat Resistance:

Method: ASTM D2485

Result: 250°F

Flexibility:

Method: ASTM D522, 180° bend, 1/8" mandrel

Result: Passes



PRO INDUSTRIAL™ WATER BASED CATALYZED EPOXY

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at **1-800-424-LEAD** (in US) or contact your local health authority.

Iron & Steel - Minimum surface preparation is Power Tool Clean per SSPC-SP3. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1 (recommended preparation is Steam Cleaning). For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils). Prime any bare steel within 8 hours or before flash rusting occurs.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Prime the area the same day as cleaned.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F before filling. Use Heavy Duty Block Filler or Loxon Block Surfer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13/Nace 6/ ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

Wood - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

Previously Painted Surfaces - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label.

Refer to the Safety Data Sheets (SDSs) before use. **FOR PROFESSIONAL USE ONLY.**

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

PERFORMANCE TIPS

No painting should be done immediately after a rain or during foggy weather.
Do not apply the material beyond recommended pot life.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.

APPLICATION

Temperature: 50°F minimum
100°F maximum
(Air, surface, and material)
At least °F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer Water

Airless Spray

Pressure..... 2000 psi
Hose..... 1/4" ID
Tip015" - .017"
Filter 60 mesh
Reduction as needed up to 10% by volume

Conventional Spray

Gun DeVilbiss MBC-510
Fluid Tip E
Air Nozzle..... 704
Atomization Pressure..... 40-60 psi
Fluid Pressure..... 10-20 psi
Reduction as needed up to 10% by volume

Brush Nylon/Polyester
Reduction Not recommended

Roller 3/8" woven
Reduction Not recommended

If specific application equipment is listed above, equivalent equipment may be substituted.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

HOTW 5/4/2016 B73W311/B73V300 01 00

KOR,FRC, SP



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/08/23 06:00 PM

Department: Engineering

Category: Bid

Prepared By: John Horne

Department Head: John Horne

Bid for Bartlett Water System Repair and Replacements Project.

The Bartlett Water System Repair and Replacements Project includes the following work:

1. Filter repairs at Water Treatment Plant #1 on Altruria Rd.
2. Valving replacement at Water Treatment Plant #4 on Germantown Rd.

This project was advertised in *The Commercial Appeal* on Thursday, April 20, 2023.

On Thursday, May 4, 2023 the City of Bartlett received a sole bid for the Bartlett Water System Repair and Replacements Project from:

Chris-Hill Construction \$1,241,535.50

Please award the contract to Chris-Hill Construction for \$1,241,535.50 with a contingency amount of \$100,000.00 for a total of \$1,341,535.50.

Funding for this project is available in Account 312.48312.81119.

Attachment: CHANGE ORDER #1 CHRIS HILL (3627 : Change Order for Bartlett Water System Repair and Replacements)

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

ORIGINAL

**David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
John Horne, Engineering Director**



REQUEST FOR SEALED BIDS

DUE: May 4, 2023, no later than 2:00 p.m. (CST)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

The City of Bartlett Engineering Department is seeking bids for FY2023-03-013 Bartlett Water System Repair and Replacements, located at 3585 Altruria Road, Bartlett, Tennessee 38135. This project is in accordance with the following bid specifications.

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

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Notice to Proceed	NP-1
Contract Agreement	CA-1 to CA-2

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

LIST OF DRAWINGS

ALTRURIA WTP FILTER CONCRETE REPAIRS		
Sheet No.	Sheet Name	Rev. Date
	GENERAL	
	COVERSHEET	
	STRUCTURAL	
S1.1	GENERAL NOTES, PLANS, AND DETAILS	
S2.1	PLANS AND SECTION	
S2.2	PLANS AND SECTION	
S3.1	ELEVATIONS	

BRUNSWICK FARMS PRV VAULTS		
Sheet No.	Sheet Name	Rev. Date
	GENERAL	
	COVERSHEET	
	CIVIL	
C1.0	DEMO PLAN	
C2.0	SITE PLAN @ BRUNSWICK DRIVE	
C2.1	SITE PLAN @ HWY 70	
C7.0	TRAFFIC CONTROL PLAN – BRUNSWICK DRIVE – DAY	
C7.1	TRAFFIC CONTROL PLAN – BRUNSWICK ROAD – NIGHT	
C7.2	TRAFFIC CONTROL PLAN – BRUNSWICK DR – DMB LOCATIONS	
C7.3	TRAFFIC CONTROL PLAN – HIGHWAY 70	
	STRUCTURAL	
S1.1	GENERAL NOTES, PLAN, SECTION AND DETAIL	

WTP #4 VALVE AND ACTUATOR REPLACEMENT		
Sheet No.	Sheet Name	Rev. Date
	GENERAL	
	COVERSHEET	
	CIVIL	
C2.0	WTP 4 VALVE REPLACEMENT PLAN	
C2.1	WTP 4 VALVE REPLACEMENT PLAN	
	ELECTRICAL	
E2.0	ELECTRICAL	
E2.1	ELECTRICAL	

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 p.m. on May 4, 2023**. All bid packets must be labeled **"FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS"** and addressed to:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

Bid Booklet and Document Received Form can be downloaded for free at www.cityofbartlett.org. Please fill out the Document Received Form, and **email** it to **Dalan Hubbard** at dhubbard@cityofbartlett.org. This document should be received no later than 48 hours prior to bid due date in order to receive any addenda notices or updated information.

Questions regarding the Construction Plans and Bid Book must be emailed to **Ryan D. McDaniel, PE** at ryanm@a2h.com and also must be received no later than **2:00 p.m. CST on April 27, 2023**.

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 **Dalan Hubbard, Utility Engineer** at **(901) 385-6499** or by email at dhubbard@cityofbartlett.org.

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.

Chris-Hill Construction Company, LLC

NAME OF FIRM

danny@chrishillconstruction.com

EMAIL ADDRESS

4749 Pleasant Run Road Memphis, TN 38118

ADDRESS



SIGNATURE OF AUTHORIZED
REPRESENTATIVE

901-767-6312

TELEPHONE

Danny R. Stoppenhagen, Chief Manager

PRINT NAME

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

This project consists of improvements to the Municipal Water System at three separate locations. At the Bartlett Water Treatment Plant located at 3585 Altruria Road, Bartlett, Tennessee 38135, there is concrete repair, new coatings, and media replacement to the Filter Numbers 1, 2, 3 and 4. The project also includes water system Valve and Actuator Replacements at Water Treatment Plant #4 at 3183 N. Germantown Pkwy, Bartlett, TN 38133. The project also includes the replacement of two Pressure Reducing Valves and Vaults at Brunswick Farms Drive in Bartlett, TN 38002. Contractor shall provide all materials and labor required to complete the project as per the written specifications

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

A non-mandatory pre-bid conference will be held on April 16, 2023 at 9:00 a.m. (CST) to address your questions and provide additional information for this proposal. The pre-bid conference will be held at Plant 1, 3583 Altruria Road, Bartlett, TN 38135. If you plan to attend, please provide a company name, representative and contact number via email to Dalan Hubbard, Utility Engineer at dhubbard@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference.

Optional Site Visits can be made beginning with the non-mandatory pre-bid conference on April 19, 2023 at 9:00 a.m. at Plant 1. Plant 4, located at 3183 N. Germantown Pkwy, Memphis, TN 38133, and the PRV locations in Brunswick Farms may optionally be visited immediately following the pre-bid conference.

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

Alternate No. 1 – Actuator Replacement with Electric Actuators for Water Treatment Plant #4.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

Due Date: May 4, 2023

- b. Bid Documents, including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. General contractor and / or subcontractors on the project must submit qualifications with the bid. Contractor(s) performing the various work shall be identified for each segment of work and proper qualifications provided. Any bid without proper qualifications may be disqualified. Contractor(s) shall have a minimum of (5) projects within the last (10) years for each of the following aspects of the project:
 - a. Water system related work especially including installation and replacement of pressure reducing valves for municipal water distribution systems.
 - b. Valve and actuator installation and replacement for municipal water systems.
 - c. Municipal water system filtration system repair and installation for filter systems similar to those included in this project.
- d. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Firm: Name, Address, including City, State and Zip Code
Principals: Names and Titles
- f. Bids to be submitted in sealed envelopes with the following **marked on the outside:**

License: Name of Project – **FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS**
 Date of Bid Opening – **May 4, 2023 at 2:00 p.m.**
 Name of Contractor/Company
 Tennessee License Number and Classification if Bid Exceeds \$25,000.00
 Licenses Expiration Date
 Acknowledgement of Each Applicable Addendum
 (Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. BID GUARANTY

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE percent (5%)** of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City of Bartlett**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.

- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise, the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

6. **COLLUSIVE AGREEMENTS**

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.

7. **STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall submit a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract. Refer to Instructions to Bidders, Section 4.c., for further information.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. **UNIT PRICES**

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

9. **CORRECTIONS**

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M., MAY 4, 2023**, will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity and fairness. The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights

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Due Date: May 4, 2023

Act of 1964. The city is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender, or political affiliation. The City of Bartlett agrees to comply with Title VI regulations.

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements - The Contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett and the State of Tennessee**, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Workers' Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.

A.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

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A.5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) and Property Damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds. b) Insurance coverage shall include a)Premises/Operations, b)Products/Completed Operations, c)Contractual, d)Independent Contractors, e)Broad Form Property Damage, f)Personal Injury and Advertising Liability, g) Comprehensive Form; h)XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, if the Contractor believes that additional Work done by him

in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within **Two Hundred Eighty (280) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

The Contractor shall contact the City of Bartlett Engineering Department, Engineering Inspector, 901-385-6499, after forms are in place and prior to any concrete installation.

F. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require. **Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.**

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "1F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$300.00** per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

H.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; Provided, that the Contractor shall submit his estimate not later than the first day of the month.

J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

J.3 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J.4 City's Right to Withhold Certain Amounts and Make Application Thereof; The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred

in the furtherance of the performance of this contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

L.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

L.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

L.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

L.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

L.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final, or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

N. UTILITIES

N.1 Utilities shown were located in the field and by referring to existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

O.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

O.2 **Drug Testing** - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS, or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

O.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g., Speed)
- c) Barbiturates (e.g., Amobarbital, Butobarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g., Quaalude)
- f) Opiates (e.g., Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of TENNESSEE)
S.S.
County of SHELBY)

Danny R. Stoppenhagen, being first duly sworn, deposes and says that:

- (1) He/She is Chief Manager 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 Danny R. Stoppenhagen

Signed 

Title Chief Manager

Subscribed and sworn before me this 11th day of May, 2023.

Signed  Print Name Cecelia Hale

Title Office Manager

My commission expires: June 3, 2026.



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PUBLIC ACTS 109
(Iran Divestment Act)

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

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

Print Name Danny R. Stoppenhagen

Signed 

Title Chief Manager

Subscribed and sworn before me this 11th day of May, 2023.

Signed 

Print Name Cecelia Hale

Title Office Manager

My commission expires: June 3, 2026.



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

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PUBLIC ACTS 775
(Boycott of Israel Act)

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not engaged in, and will not for the duration of the contract engage in, a boycott of Israel as provided pursuant to Tennessee Code Annotate, Title 12, Chapter 4, Part 1."

Full text of Public Chapters can be found on the Tennessee Secretary of State's website: [http://tnsos.org/acts/](http://tnsos.org/acts/PublicActs.775.php) PublicActs.775.php.

Print Name Danny R. Stoppenhagen

Signed 

Title Chief Manager

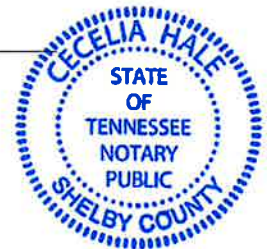
Subscribed and sworn before me this 11th day of May, 2023.

Notary

Signed  Print Name Cecelia Hale

Title Chief Manager

My commission expires: June 3, 2026.



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

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 vendor 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 into. 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 this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
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.

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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 are 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

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Suspension And Debarment Certification
(signature page)

Company/Firm Chris-Hill Construction Co., LLC

Print Name Danny R. Stoppenhagen

Signed 

Title Chief Manager

Subscribed and sworn before me this 11th day of May, 20 23.

Signed  Print Name Cecelia Hale

Title Office Manager

My commission expires: June 3, 20 26.



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

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Due Date: May 4, 2023

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of TENNESSEE)
) S.S.
County of SHELBY)

Danny R. Stoppenhagen, being first duly sworn, deposes and says that:

(1) He/She is Chief Manager of Chris-Hill Construction Co., 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 refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF BARTLETT or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

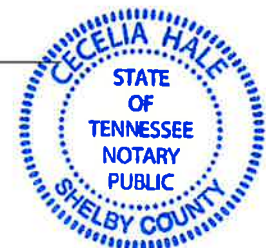
(Signed) 
Danny R. Stoppenhagen

(Title) Chief Manager

Subscribed and sworn before me this 11th day of May, 20 23

 (Title) Office Manager
Cecelia Hale

My commission expires June 3, 20 26



NCA-1

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

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: Chris-Hill Construction Company, LLC

Date: 05/11/2023

Gender: Male X Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____

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

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

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: Chris-Hill Construction Co., LLC Date Completed: 05/11/2023

Address: 4749 Pleasant Run Road

City: Memphis State: TN Zip: 38118

Phone: 901-767-6312 Fax: 901-767-1323

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? English and Spanish versions are in the office conference room where safety training is done and job applications are completed and on boards at all job sites.
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? Statements are included in the hiring/application package.

Title VI-1

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.
By DBE Listings we call and/or email.
5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?
Excel spreadsheets
6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e., how do you communicate with persons that speak a language other than English.)

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

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

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


 Signature of Authorized Official
 Danny R. Stoppenhagen, Chief Manager

05/11/2023
 Date

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**

SUBCONTRACT

THIS AGREEMENT, is made this 21st day of October 2021 by and between COMPANY NAME (hereinafter referred to as "Subcontractor") doing business at STREET ADDRESS, and CHRIS-HILL CONSTRUCTION COMPANY, LLC, doing business at 4749 Pleasant Run Road, Memphis, TN 38118, (hereinafter referred to as "Contractor").

WITNESSETH: That the Subcontractor and the Contractor, in consideration of their mutual agreements as herein set forth, agree as follows:

Section 1. The Subcontractor agrees to furnish all labor, equipment, materials and other incidental requirements or expenses, and complete the items of work as set forth in Section 2 hereof, which said items of work are a part of the following described general contract (hereinafter referred to as "Contract"), which is held by the Contractor:

Job Description/Owner/Location
Chris-Hill Job No. XXXX

The Subcontractor agrees that he has full notice and knowledge of the provisions of such general contract, including all provisions affecting the work to be done by the Subcontractor hereunder. The Contract, Contract Documents and job site having been examined by the Subcontractor prior to execution of this Subcontract, the Subcontractor agrees with the Contractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the obligations, terms and conditions of the Contract and Contract Documents, and to assume toward the Contractor all the obligations, terms, conditions and responsibilities which the Contractor, by the Contract and Contract Documents, assumes toward the Owner and the Engineer. The Subcontractor also agrees to enter into similar agreement with any sub-subcontractors and to make copies of the Contract and Contract Documents available to same.

Section 2. The Subcontractor and the Contractor agree that the terms of work to be performed by the Subcontractor on the above general contract and the prices the Subcontractor is to receive are as follows:

ITEM APPROX.				
NO.	QTY.	UNIT DESCRIPTION	PRICE	TOTAL

Section 3. The Subcontractor agrees to complete the above items of work promptly and in such manner that other items of work under the general contract will not be delayed. If a delay in the progress of the work being performed by the Contractor or any other subcontractor or a delay in the final acceptance of the project, be caused, or contributed to, by the Subcontractor, and such delay shall result in any costs, expenses or damages of any kind whatsoever to the Contractor, then the Subcontractor agrees to be liable for such damages, costs or expenses to the Contractor, together with any other expenses of the Contractor incidental thereto or in connection therewith.

To be initialed by both parties signing this Subcontract _____

Chris-Hill Construction Company, LLC is an Equal Opportunity Employer.

SUBCONTRACT

Job XXXX and Name

COMPANY NAME, Subcontractor

CHRIS-HILL CONSTRUCTION CO., LLC, Contractor

Section 4. For the purpose of insuring proper co-ordination of the work of the Subcontractor with the work of the Contractor and any other Subcontractors in the prompt and efficient completion of the project, the Contractor shall have full and complete power to prescribe the sequence of the work, the speed of prosecution thereof, and the points on the job where work shall be performed by the Subcontractor, and the Subcontractor shall conform to the direction of the Contractor in such respect. Failure on the part of the Contractor to prescribe any particular sequence of work, or the speed of prosecution thereof, or the points on the job where the work shall be performed by the Subcontractor shall not give rise to any claim for damages or expenses on the part of the Subcontractor, and the exercise of such authority by the Contractor shall likewise give no rise to any claim for costs or expenses on the part of the Subcontractor.

Section 5. The Subcontractor agrees that the method, mode and procedure to be followed in accomplishing and completing the work called for by this subcontract will be subject to the approval of the Contractor and that he will comply with all directions of the Contractor in this regard, and all of such work shall be done to the satisfaction of the Contractor. It is understood and agreed that no modification or change in this Subcontract will be recognized unless it is in writing.

Section 6. The Subcontractor represents and agrees that he will perform all the work specified to be done under this subcontract, and that he will not subcontract any part of such work to any other person except with the prior written approval of the Contractor.

Section 7. Subcontractor shall employ, and shall permit its Sub-Subcontractors to employ, only persons who are legally authorized to work in the United States and to have, and cause its Sub-Subcontractors to have, an I-9 employment authorization form, if required, for each person they respectively employ.

Section 8. The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b) CGL coverage shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (with an edition date no earlier than 10/01) or an equivalent, providing coverage for liability arising from premises, operations, blanket contractual of a type that provides coverage for the indemnification clause in this subcontract, independent contractors, products-completed operations, and personal injury and advertising injury.

To be initialed by both parties signing this Subcontract _____

Chris-Hill Construction Company, LLC is an Equal Opportunity Employer.

SUBCONTRACT

Job XXXX and Name

COMPANY NAME, Subcontractor

CHRIS-HILL CONSTRUCTION CO., LLC, Contractor

c) The Contractor, Owner and all other parties required of the Contractor, shall be named as additional insureds on the subcontractor's CGL policy using ISO Additional Insured Endorsements CG 2037 (10/01) and either CG 2010 (10/01) or CG 20 38 (04/13), or an endorsement providing equivalent coverage to the additional insureds. The coverage for the additional insureds shall provide primary, non-contributory coverage AND include completed operations coverage.

d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for the length of the state's statute of repose of the state where the project is located or if such state does not have a statute of repose, a minimum of 5 years after the completion of the work.

2) Automobile Liability

- a) Business Auto Liability with limits not less than \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

3) Commercial Umbrella

- a) Umbrella limits must be not less than \$2,000,000.
- b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

4) Workers Compensation and Employers Liability

- a) Employers Liability Insurance limits of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement or the Maritime Coverage Endorsement shall be attached to the policy.

Waiver of Subrogation:

Subcontractor waives all rights against Contractor, Owner, Engineer and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employer's liability insurance maintained per requirements stated above.

To be initialed by both parties signing this Subcontract _____

Chris-Hill Construction Company, LLC is an Equal Opportunity Employer.

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

SUBCONTRACT

Job XXXX and Name

COMPANY NAME, Subcontractor

CHRIS-HILL CONSTRUCTION CO., LLC, Contractor

Subcontractors' Insurance Certificates:

Insurance certificates evidencing the coverage required above **shall be issued to Contractor at the time of execution of this agreement.** These insurance certificates and the insurance policies required by this Section 8 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor. Subcontractor shall use insurance companies with an A.M. Best Financial Strength Rating of no less than "A-".

Section 9. The Contractor agrees to make payment to the Subcontractor for the performance of the above items of work in same manner and proportion in which the Contractor is paid, with respect to that portion of the work, by the contract owner. Final settlement is to be made on the basis of the Engineer's final quantities, and within five days after receipt of final settlement by the Contractor.

Section 10. Subcontractor shall promptly pay all persons furnishing labor, materials, equipment or supplies therefore, in connection with or pertaining to the subcontract work, and/or in connection with any part of said subcontract work that may be subcontracted to others by Subcontractor, and all premiums incurred for surety bonds and insurance in connection with the subcontract work. Subcontractor shall promptly pay all taxes, licenses and assessments, including damages, penalties and interest thereon, pertaining to or arising out of the subcontract work. Subcontractor shall carry out to the letter and to the satisfaction of the owner all terms of the general contract as it pertains to the subcontract work and shall pay all of the expenses and costs and attorney's fees that may be incurred in the enforcement of the conditions and obligations of this subcontract and of any bond furnished in connection herewith, including expenses, costs and attorney's fees to all persons furnishing labor, material, equipment and supplies and other items therefore. Subcontractor agrees to indemnify and hold Contractor harmless from all claims, demands, costs, expenses and attorney's fees whatsoever arising out of or pertaining to the Subcontract and the performance or failure to perform same. Any surety bond furnished under this Subcontract shall include the same obligations as herein assumed by Subcontractor, whether expressly therein referred to or not, and any provision of such bond to the contrary shall be of no force and effect.

Section 11. All exhibits described in this Subcontract shall be deemed to be incorporated into and made a part of this Subcontract. If there is any inconsistency between this Subcontract and the provisions of any exhibits, the provisions of the exhibit shall control to the extent of the inconsistency.

To be initialed by both parties signing this Subcontract _____

Chris-Hill Construction Company, LLC is an Equal Opportunity Employer.

SUBCONTRACT

Job XXXX and Name

COMPANY NAME, Subcontractor

CHRIS-HILL CONSTRUCTION CO., LLC, Contractor

Section 12. ADDITIONAL PROVISIONS:

- 1) Subcontractor is required to sign, and adhere to the terms of, the attached **Exhibit A:** Environmental Safety & Health – Subcontractors’ Responsibility.
- 2) Surety bonds referred to in Section 10 will (), **will not** () be required.
- 3) Subcontractor to provide a copy of their EEO Policy:
See attached Chris-Hill Construction Company EEO Policy.
- 4) Weekly Certified Payroll will (), **will not** () be required.

 Witness

 Address

 Witness

 4749 Pleasant Run Rd., Memphis, TN 38118

 Address
COMPANY NAME

Subcontractor

By: _____

Name: _____

Title: _____

CHRIS-HILL CONSTRUCTION CO., LLC

By: _____

Name: _____

Title: _____

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

CHRIS-HILL CONSTRUCTION COMPANY, LLC
4749 PLEASANT RUN ROAD
MEMPHIS, TENNESSEE 38118

EQUAL OPPORTUNITY POLICY STATEMENT & AFFIRMATIVE ACTION PLAN

1. General

The following paragraphs are the requirements for Chris-Hill Construction Company, LLC, Affirmative Action Plan and Equal Opportunity Policy submitted for the purpose of pre-qualification as required by FHWA Order Interim 7-2.

2. Equal Opportunity Policy

a. The policy of Chris-Hill Construction Company, LLC is that equal employment opportunity will be afforded to all qualified persons without discrimination because of race, color, national origin, sex, creed, age or religion in hiring, promotion, transfer, treatment during employment, and conditions, if existing, or if subsequently ascertained, will be promptly corrected; and that advertisements for bids shall be sent to minority and female subcontractors and all efforts made to incorporate them into the contractor's bid.

b. It is further the policy of this company to cooperate to the fullest extent with the applicable regulations of the Civil Rights Act of 1964, and executive Order No. 11246. This policy pertains, so far as the responsibility of this company is concerned, to any arrangement under which employees including apprentices and trainees, are selected or referred for work.

c. This company's equal opportunity affirmative action program includes but is not limited to the following affirmative actions:

1. Our Equal Employment Officer is Mr. Randy Lax, Controller. He will be responsible for the company's affirmative action equal opportunity program including documentation of affirmative action accomplishments.

2. All advertisements for employees will contain the slogan "AN EQUAL OPPORTUNITY EMPLOYER."

3. All applicants, employees, subcontractors, vendors, suppliers, and recruitment sources will be notified in writing of the company's equal opportunity policy. Each nonexempt subcontractor, supplier, and vendor will be requested to advise the company in writing that they will comply with Executive Order 11246 and the Civil Rights Act of 1964 and will take affirmative actions to assure equal employment opportunity to employees and applicants. All nonexempt subcontracts and purchase orders will include an equal opportunity clause.

4. There will be no segregation of facilities or of employees on the company's premises or projects. All employees benefit programs will be administered without discrimination because of race, color, national origin, sex, creed, age or religion.

5. All required Equal Opportunity material will be conspicuously posted at job sites and in company's office where applicants and employees may have unrestricted access. It is a part of the company's policy to encourage increased employment opportunities and advancement opportunity for CHRIS-HILL CONSTRUCTION COMPANY, LLC qualified minority group and female employees and to solicit or endeavor to seek employment with our firm when work is available or in similar construction work.

6. All supervisory and managerial personnel will be responsible for implementation of our Equal Opportunity Policy. They will periodically discuss the affirmative action requirements with the employees under their supervision.

3. Equal Opportunity Officer

a. By appointment of the managers of Chris-Hill Construction Company, LLC, Randy Lax was made Equal Opportunity Officer for the company and was given complete authority to perform his duties. His appointment was made by virtue of his replacement of Neal Christenbury, former Equal Opportunity Officer.

b. The duties of our company's equal opportunity officer includes, among other things, the following:

1. Reviewing the qualification and work record of personnel with a view toward ultimate advancement in position justified by experience or quality of work performance.

2. Investigating circumstances under which particular employees are laid off or discharged with a particular view to ascertaining that such layoff or discharge is not based upon discrimination because of race, color, national origin, sex, creed, age or religion.

3. Interview field personnel as to any complaints they may have because of alleged discrimination, lack of promotion opportunities or other personnel problems; and incident thereto, to regularly communicate with superintendents and foremen as to the work qualification and progress of the particular field personnel.

4. To prepare bulletins, to hold meetings with supervisory personnel and with employees regarding the carrying out of the company's stated equal opportunity policy and the encouragement of selecting and hiring and promoting minority groups and female personnel.

5. To review activities of subcontractors to insure compliance with Equal Opportunity policy and program.

6. To conduct or establish procedures for periodic review or wage rates, employee benefits and promotional capabilities for all employees on a nondiscriminatory basis, and to provide recommendations for adjustment, if any inequalities are found.

4. Company Personnel Staff

a. Job workmen are in all cases hired, promoted and/or discharged by the Job Foreman under the direction of the Job Superintendent.

b. To ensure that Job Foremen and Superintendents are fully cognizant of and committed to our Equal Employment Opportunity Policy we will hold monthly meetings on all projects. These meetings will be conducted by our Equal Employment Opportunity Officer who, as such, reports directly to the partners of the company. Minutes will be kept of all Equal Employment Opportunity meetings. These minutes and the meetings in general will be reviewed and discussed on the day following the meeting by the partners and the Equal Employment Opportunity Officer. Corrective action will be taken as required by the partners and the Equal Employment Opportunity Officer.

c. Chris-Hill has established procedures to inform each new employee of our equal employment policy. This has and will be done by posting notices setting forth the nondiscrimination clause and the company's Equal Opportunity Statement and Affirmative Action Plan in a conspicuous place in the company's home office and in each field office. Our company's application for employment has the slogan "AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER" printed thereon. In addition, we will furnish each employee with his first paycheck a memorandum which states our equal employment opportunity policy, the name of our EEO officer and where he can be reached, and requests that he bring to the attention of the Company's EEO officer any evidence of discrimination.

5. Employment

a. We agree that, if requested to do so, we will submit the Department of Highways and other related departments (in connection with EEO), a summary of our equal employment opportunity program during the past 12 months based upon the records we are required to maintain pursuant to Section 10a of the Pre-Qualification Guideline.

b. We agree to submit, if requested, a breakdown of our current work force showing the extent of minority group and female representation.

c. All advertisements for employees will contain the notation "AN EQUAL-OPPORTUNITY EMPLOYER." All such advertisements will be inserted in newspapers having a large circulation among minority groups and females in the area from which the project work force would normally be derived. Such advertisements will include, but not be limited to those newspapers listed by the Department of Highways and other agencies related to EEO. In addition, we will conduct our recruitment on a personal contact basis with referral sources of minority groups and females. We will also on a

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

personal contact basis, as well as by notices and bulletins, encourage our present employees to refer minority group applicants and women applicants for employment when additional workers are needed.

d. We will make the company's equal employment opportunity policy known to our employees, prospective employees and potential sources of employees. We will make known to our employees and prospective employees our intent to hire and promote qualified employees on a non-discriminatory basis by stating so with a memorandum attached to their first paycheck, personal contact and by letter to employment agencies and college placement officers.

e. Wages, working conditions, and employees' benefits have been, and will be determined and administered on a non-discriminatory basis. Periodic review of wage rates, employee benefits and promotional capabilities have been, and will be conducted twice each year, or more often as required.

f. There will be no discrimination with regard to upgrading, promotions, transfer, demotions, layoffs, and termination of employment. To assure that none of the above actions can occur in a manner which will result in discrimination against minority group and/or female employees, the company's EEO Officer will participate in any such actions.

6. Apprenticeship

a. We agree to make full use of training programs, including pre-apprenticeship, apprenticeship, and to assist in locating and increasing the skills of minority group and female employees and applicants for employment. In this regard, we believe the interest of the minority group can best be served by encouraging our present minority group employees to solicit members of their group to come to us for assistance and referral to training programs available to them for construction work, and this we will do.

b. We are a small contractor with comparatively few permanent employees. Our on-the-job training program has, of necessity, been confined to individual training and instruction of employees by fellow workers and foremen. All of the above is done without regard to race, creed, color, sex, national origin, age, or religion.

7. Subcontracts

a. We agree to solicit the employment of qualified and bondable minority group and female Subcontractors and qualified bondable Subcontractors with minority group and female representation among their employees. This will be done by soliciting Subcontractor bids from all qualified Subcontractors, but with emphasis on those in the minority group or with minority group and female representation among their employees. Bids are to be awarded solely on the basis of the lowest responsible bid received.

b. We agree not to award any subcontract of \$500,000. or more unless the subcontractor is pre-qualified. We will afford assistance to prospective subcontractors to become pre-qualified relative to the Equal Employment Opportunity Program providing we are satisfied he is able and willing to meet its requirements.

c. We agree to accept the responsibility to assure the subcontractor's compliance with the EEO provisions of the Subcontract, including the subcontractor's Pre-qualification Statement.

d. All Subcontractors may be requested to submit compliance reports to the Company and to permit periodic inspection and reviews with respect to compliance with this Company's EEO program.

8. Program Monitoring

a. Chris-Hill Construction Company will monitor its EEO program and the progress of its subcontractors.

b. The minutes of all meetings referred to herein as well as any other meetings that may arise will be reviewed.

c. The intent of this monitoring is to enable us to locate problem areas and to take affirmative action to correct them.

9. Records and Reports

a. We will keep adequate records to monitoring and determination of compliance with our company's EEO program. Such records will be designed to indicate:

1. The number of minority group and female members employed in each classification during every period of contact performance.
2. The progress being made in securing minority group and female contractors.
3. The general progress being made by each subcontractor regularly used by our company, under such subcontractor's EEO

program.

b. All such records will be retained for a period of three years following completion of the contractor's work and shall be available at reasonable times and places for inspection of authorized representatives of EEO departments.

c. We agree to submit to the different related EEO departments a monthly report for the first three months after construction begins and thereafter upon request, for the duration of the project, indicating the total number of minority group and female employees currently engaged in each work classification required by the contract work.

10. Complaint Procedures

Any complaint of alleged discrimination by this company, its supervisors, or employees, or any person or organization acting on behalf of the company, should immediately be called to the attention of the company Equal Employment Opportunity Officer.

Our EEO Officer:

RANDY S. LAX
Equal Employment Opportunity Officer
4749 Pleasant Run Road
Memphis, TN 38118
901-767-6312

11. Work Environment Statement

It is the policy of this company to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which our employees are assigned to work. This policy will be rigidly adhered to at all times. Any violation of this policy should be reported immediately to your superior or the company EEO Officer.

Randy S. Lax, EEO Officer
CHRIS-HILL CONSTRUCTION CO., LLC
AMENDED: April 10, 2016

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

CHRIS-HILL CONSTRUCTION CO., LLC

TITLE VI COMPLAINT LOG

Case #	Complainant Name	Complainant Address	Date Filed	Basis	Status	Disposition

POLICY AND PROCEDURES FOR COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY

POLICY:

CHRIS-HILL CONSTRUCTION CO., LLC will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of **CHRIS-HILL CONSTRUCTION CO., LLC** is to ensure meaningful communication with LEP patients/clients and their authorized representatives involving their medical conditions and treatment. The policy also provides for communication of information contained in vital documents, including but not limited to, applications of employment, consent to treatment forms, financial and insurance benefit forms, etc. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and patients/clients and their families will be informed of the availability of such assistance free of charge.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

CHRIS-HILL CONSTRUCTION CO., LLC will conduct a regular review of the language access needs of our patient population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

CHRIS-HILL CONSTRUCTION CO., LLC will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or "I speak cards," available online at www.lep.gov) or posters to determine the language. In addition, when records are kept of past interactions with patients (clients/residents) or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTERPRETER

CHRIS-HILL CONSTRUCTION CO., LLC office (901)767-6312 is/are responsible for:

- (a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual benefit providers: **Guardian 844-561-5600, Trustmark 800-522-1246 x-26300.**
- (b) Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- (c) Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other clients/patients/residents will not be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS.

(a) Facilities will provide translation of written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

(b) **CHRIS-HILL CONSTRUCTION CO., LLC** will set benchmarks for translation of vital documents into additional languages over time.

4. PROVIDING NOTICE TO LEP PERSONS

CHRIS-HILL CONSTRUCTION CO., LLC will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in intake areas and other points of entry.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, **CHRIS-HILL CONSTRUCTION CO., LLC** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, **CHRIS-HILL CONSTRUCTION CO., LLC** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, feedback from patients and community organizations, etc.

02/19/2020 Updated chh



Office: 901.767.6312 ▲ Fax: 901.767.1323 ▲ 4749 Pleasant Run Road ▲ Memphis, TN 38118

CHRIS-HILL CONSTRUCTION COMPANY, LLC 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).

Signature of Authorized Official

Danny R. Stoppenhagen, Chief Manager

Date

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

SPECIAL CONDITIONS

- A non-mandatory pre-bid conference will be held on April 16, 2023 at 9:00 a.m. (CST) to address questions and to provide additional information for this proposal. The pre-bid conference will be held at Plant 1, 3583 Altruria Road, Bartlett, TN 38135. If you plan to attend, please provide a company name, representative and contact number via email to Dalan Hubbard, at dhubbard@cityofbartlett.org to confirm your attendance. A confirmation email will be returned with specific information concerning the conference.
- **Optional Site Visits** can be made beginning with the non-mandatory pre-bid conference on April 19, 2023 at 9:00 a.m. at Plant 1. Plant 4, located at 3183 N. Germantown Pkwy, Memphis, TN 38133, and the PRV locations in Brunswick Farms may optionally be visited immediately following the pre-bid conference.
- All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. These Specifications have been recently modified. The Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.
- Contact the City of Bartlett Engineering Office and the City Construction Inspector at 901-385-6499 prior to beginning any construction activity and if any plan changes are necessary due to the field conditions. Any proposed changes shall require approval before work is commenced.
- Unsuitable weather conditions may justify additional contract days as approved by the Engineer. See section H on page GC-4 and GC-5 for additional details regarding time of completion and liquidated damages. Contractor shall contact Engineer to request weather days as they occur so these can be agreed upon and documented as they arise.
- The bid price for each work item shall include all equipment, material and labor to complete each item and shall include the removal of the existing item to be replaced, including the removal and reinstallation of sod along the work item.
- The Contractor shall be responsible for obtaining any and all permits from the City of Bartlett Code Enforcement office for the proposed work. Note: This will be a NO cost permit and must be obtained prior to start of project.
- The Contractor will be responsible for all materials and tools used/store at the job site and must be kept in a secure area.

BID SUBMITTAL FORM

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

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

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Public Acts 109 Form – PA-1
4. Suspension and Debarment Certification Form – DCF-1 to DCF-3
5. Non-Collusion Affidavit of Principal Bidder—NCA-1
6. Contract Monitoring –CM-1
7. Title VI Plan – Title Vi-1 to Title VI-2
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1 through BPS-4
10. Current year, signed W-9 form (**MUST** be IRS form Rev. 10-2020)
11. Bidder's Qualifications Statement listing Past Project References of Similar Work. Refer to Instructions to Bidders, Section 4.c., for more information.

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER: The Outside Of The Bid Envelope Must List The Required Information As Specified On Page IB-2, Section “f” in This Bid Document.

Addendum 4

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

Due Date: May 4, 2023

BID PRICING SHEET

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

A BASE BID – ALTRURIA FILTER CONCRETE REPAIRS					
A1 FILTER NO. 1 – CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT					
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Pipe Penetration Repairs	2	EA	\$ 2,945. ⁰⁰	\$ 5,890. ⁰⁰
2	Patch Repairs	0	SF	\$ 000. ⁰⁰	\$ -0 ⁰⁰
3	Crack Repairs	13	LF	\$ 275. ⁰⁰	\$ 3,575. ⁰⁰
4	Removal Of Existing Filter Media	1	LS	\$ 11,590. ⁰⁰	\$ 11,590. ⁰⁰
5	Apply Coating To Filter Surface	600	SF	\$ 52. ⁵⁰	\$ 31,500. ⁰⁰
6	Replace Broken Underdrains (Includes Grout, Anchorage, Flume Blocks, Standard Blocks, Etc.) Complete And In Place - Estimated	3	EA	\$ 1,730. ⁰⁰	\$ 5,190. ⁰⁰
7	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	LS	\$ 65,700. ⁰⁰	\$ 65,700. ⁰⁰
A1	TOTAL BID FOR FILTER NO. 1:			\$ 123,445. ⁰⁰	

A2 FILTER NO. 2 – CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT					
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Pipe Penetration Repairs	2	EA	\$ 2,945. ⁰⁰	\$ 5,890. ⁰⁰
2	Patch Repairs	3	SF	\$ 595. ⁰⁰	\$ 1,785. ⁰⁰
3	Crack Repairs	42	LF	\$ 194. ⁰⁰	\$ 8,148. ⁰⁰

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Due Date: May 4, 2023

4	Removal Of Existing Filter Media	1	EA	\$ 11,590. ⁰⁰	\$ 11,590. ⁰⁰
5	Apply Coating to Filter Surface	600	SF	\$ 52. ⁵⁰	\$ 31,500. ⁰⁰
6	Replace Broken Underdrains (Includes Grout, Anchorage, Flume Blocks, Standard Blocks, Etc.) Complete And In Place - Estimated	1	EA	\$ 3,970. ⁰⁰	\$ 3,970. ⁰⁰
7	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	LS	\$ 65,700. ⁰⁰	\$ 65,700. ⁰⁰
A2	TOTAL BID FOR FILTER NO. 2:			\$ 128,583. ⁰⁰	

A3	FILTER NO. 3 – CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT				
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Pipe Penetration Repairs	3	EA	\$ 2,945. ⁰⁰	\$ 8,835. ⁰⁰
2	Patch Repairs	3	SF	\$ 595. ⁰⁰	\$ 1,785. ⁰⁰
3	Crack Repairs	18.5	LF	\$ 225. ⁰⁰	\$ 4,162. ⁵⁰
4	Removal Of Existing Filter Media	1	LS	\$ 11,590. ⁰⁰	\$ 11,590. ⁰⁰
5	Apply Coating To Filter Surface	600	SF	\$ 52. ⁵⁰	\$ 31,500. ⁰⁰
6	Replace Broken Underdrains (Includes Grout, Anchorage, Flume Blocks, Standard Blocks, Etc.) Complete And In Place - Estimated	1	EA	\$ 3,970. ⁰⁰	\$ 3,970. ⁰⁰
7	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	LS	\$ 65,700. ⁰⁰	\$ 65,700. ⁰⁰
A3	TOTAL BID FOR FILTER NO. 3:			\$ 127,542. ⁵⁰	

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A4 FILTER NO. 4 – CONCRETE REPAIR AND FILTER MEDIA REPLACEMENT					
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Pipe Penetration Repairs	3	EA	\$ 2,945.00	\$ 8,835.00
2	Patch Repairs	2	SF	\$ 645.00	\$ 1,290.00
3	Crack Repairs	8	LF	\$ 290.00	\$ 2,320.00
4	Removal Of Existing Filter Media	1	LS	\$ 11,590.00	\$ 11,590.00
5	Apply Coating To Filter Surface	600	SF	\$ 52.50	\$ 31,500.00
6	Replace Broken Underdrains (Includes Grout, Anchorage, Flume Blocks, Standard Blocks, Etc.) Complete And In Place - Estimated	1	EA	\$ 3,970.00	\$ 3,970.00
7	INSTALL NEW FILTER MEDIA 12" Anthracite (.95-1.05, UC of 1.4) 18" Sand (.45-.55mm, UC<1.6) 6" Gravel (1/8 x 1/16) 2" Gravel (1/4 x 1/8) 2" Gravel (1/2 x 1/4) 3" Gravel (3/4 x 1/2)	1	LS	\$ 65,700.00	\$ 65,700.00
A4	TOTAL BID FOR FILTER NO. 4:			\$ 125,205.00	

A BID SUMMARY - ALTRURIA FILTER CONCRETE REPAIRS		
A1	TOTAL BID FOR FILTER NO. 1:	\$ 123,445.00
A2	TOTAL BID FOR FILTER NO. 2:	\$ 128,583.00
A3	TOTAL BID FOR FILTER NO. 3:	\$ 127,542.50
A4	TOTAL BID FOR FILTER NO. 4:	\$ 125,205.00
A	TOTAL BASE BID FOR ALTRURIA FILTER CONCRETE REPAIRS:	\$ 504,775.50

**NOTE: THE FOLLOWING IS A DESCRIPTION OF BID ITEMS FOR
BRUNSWICK FARMS PRV VAULTS**

Item 1 MOBILIZATION will include all materials, labor and equipment necessary for project layout services and engineering, cost of insurance and bonds required for the execution of project described in these documents including all addenda, change orders and other adjustments to the contract. Item includes the maintenance of the contract documents and preparation of “as-built” drawings by an Engineer and/or Surveyor, certified by a registered Engineer licensed to practice in the State of Tennessee. This item includes any temporary facilities or equipment not specifically called out in the contract documents or plans. No additional payments will be made under this item. Payment will be made on a **LUMP SUM** basis for complete **MOBILIZATION** required in this contract.

Item 2 REMOVAL OF EXISTING 8” PRV will include all materials, labor and equipment necessary to remove the existing 8” PRV at Brunswick Road as shown in the plans. This includes but is not limited to saw cut and excavation of materials required to remove the existing manhole rim, cover and riser sections to facilitate the removal of the existing PRV and replacing it with the appropriate length of 8” spooler pipe. Includes any water shutoffs associated with PRV removal. Includes the removal and proper disposal of excavated or waste material from the project. Includes any required dewatering. The manhole rim and cover shall be delivered to the City of Bartlett storage facility at 7044 Memphis Arlington Road. The removed PRV shall be delivered to the Water Treatment Plant at 3183 N. Germantown Road. No additional payments will be made under this pay item. Payment will be made at the unit price per each **REMOVAL OF EXISTING 8” PRV** complete.

Item 3 REMOVAL OF EXISTING 10” PRV will include all materials, labor and equipment necessary to remove the existing 10” PRV at Hwy 70 as shown in the plans. This includes but is not limited to saw cut and excavation of materials required to remove the existing manhole rim, cover and riser sections to facilitate the removal of the existing PRV and replacing it with the appropriate length of 10” spooler pipe. Includes any water shutoffs associated with PRV removal. Includes the removal and proper disposal of excavated or waste material from the project. Includes any required dewatering. The manhole rim and cover shall be delivered to the City of Bartlett storage facility at 7044 Memphis Arlington Road. The removed PRV shall be delivered to the Water Treatment Plant at 3183 N. Germantown Road. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **REMOVAL OF EXISTING 10” PRV** complete.

Item 4 PAVEMENT REPAIR – BRUNSWICK will include all materials, labor and equipment necessary to repair street cuts made at the Brunswick Road end of the project in accordance with the plans. Does not include pipe bedding which is included in pay item 6” PVC DRAIN – BRUNSWICK. Includes but is not limited to any repairs to damaged areas resulting from work performed outside the boundaries shown on the plans. Includes the removal and proper disposal of excavated or waste material from the project. No additional payments will be made under this pay item. Payment will be made at the unit bid price lump sum **PAVEMENT REPAIR – BRUNSWICK** complete and in place.

Item 5 PAVEMENT REPAIR – Hwy 70 will include all materials, labor and equipment necessary to repair street cuts made at the Hwy 70 end of the project in accordance with the plans. Does not include pipe bedding which is included in pay item 6” PVC DRAIN – HWY 70. Includes but is not limited to any repairs to damaged areas resulting from work performed outside the boundaries shown on the plans. Includes the removal and proper disposal of excavated or waste material from the project. No additional

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payments will be made under this pay item. Payment will be made at the unit bid price lump sum **PAVEMENT REPAIR – Hwy 70** complete and in place.

Item 6 PRV VAULT STRUCTURES AND LIDS will include all materials, labor and equipment necessary to excavate, form and pour in place PRV vault structures and lids in accordance with the plans. Includes but is not limited to the removal and proper disposal of excavated or waste material from the project. Item includes PVC sleeves sized as shown on the plans and through the wall connection for 6" drain lines. Forms and steel are to be inspected by an engineer from A2H prior to any concrete being placed. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **PRV VAULT STRUCTURES AND LIDS** complete and in place.

Item 7 6" PVC DRAIN - BRUNSWICK will include all materials, labor and equipment necessary to excavate and install 6" SDR 26 drain pipe from the proposed PRV vault to the existing manhole as shown on the plans. Includes but is not limited to core drill into manhole, bedding and trace wire. Does not include backfill or street repairs which is included in pay item PAVEMENT REPAIR – BRUNSWICK. Includes the removal and proper disposal of excavated or waste material from the project. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **6" PVC DRAIN - BRUNSWICK** complete and in place.

Item 8 8" PRV will include all materials, labor and equipment necessary to remove section of existing 8" water main and install 8" PRV at the Brunswick Road end of the project in accordance with the plans. Includes but is not limited to gauges, flanges, pipe spool and dewatering. Includes the installation of a ¾ inch corporation for testing. Does not include hand valves or retaining flanges which are included in pay item 8" GATE VALVE. Does not include excavation and proper disposal of excavated or waste material which is included in pay item PRV VAULT STRUCTURES AND LIDS. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **8" PRV** complete and in place.

Item 9 8" GATE VALVE will include all materials, labor and equipment necessary to install 8" hand wheel gate valves as shown on the plans. Includes but is not limited to any water shutoffs and subsequent turn ons. Includes the removal of the existing 8" gate valve. Includes the use of megalug type retainer glands or an approved equivalent. Does not include PVC sleeves, excavation and disposal of materials which are included in pay item PRV VAULT STRUCTURES AND LIDS. Does not include dewatering which is included in pay item 8" PRV. Removed 8" gate valve to be delivered to the City of Bartlett storage facility at 7044 Memphis Arlington Road. **NOTE: Water shutoff for existing valve removal will leave residents without water.** Residents must be given at least 24 hours and 15 minutes notice prior to water shutoff. Water shutoff is not to occur until all parts/material required to return the water system to operation are on site and available for use. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **8" GATE VALVE** complete and in place.

Item 10 and Item 11 ABANDON EXISTING MANHOLE will include all material, labor and equipment to fill and cover the existing PRV manholes as shown on the plans. Contractor is to verify existing PRV isolation valves are open and there are no leaks and then fill the remainder of the manhole with sand. The top of manhole shall be capped with concrete a minimum of 4" thick. The remainder of the excavation shall be brought to grade in accordance with the pavement repair detail in the plans. Does not include backfill which is included in pay item PAVEMENT REPAIR. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **ABANDON EXISTING MANHOLE**.

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Item 12 6" PVC DRAIN – HWY 70 will include all materials, labor and equipment necessary to excavate and install 6" SDR 26 drain pipe from the proposed PRV vault to the existing manhole as shown on the plans. Includes but is not limited to core drill into manhole, bedding, trace wire and clean outs. Does not include backfill or street repairs which is included in pay item PAVEMENT REPAIR – HWY 70. Includes the removal and proper disposal of excavated or waste material from the project. Includes any landscaping and curb & gutter repairs. Sod shall be replaced in kind. Includes topping off of trench to road grade with CR610 in areas of active traffic and maintenance of same. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **6" PVC DRAIN – HWY 70** complete and in place.

Item 13 10" PRV will include all materials, labor and equipment necessary to remove section of existing 10" water main and install 10" PRV at the Hwy 70 end of the project in accordance with the plans. Includes but is not limited to gauges, flanges, pipe spool and dewatering. Includes the installation of a ¾ inch corporation for testing. Does not include hand valves or retaining flanges which are included in pay item 10" GATE VALVE. Does not include excavation and proper disposal of material which is included in pay item PRV VAULT STRUCTURES AND LIDS. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **10" PVR** complete and in place.

Item 14 10" GATE VALVE will include all materials, labor and equipment necessary to install 10" hand wheel gate valves as shown on the plans. Includes but is not limited to any water shutoffs and subsequent turn ons. Includes the use of megalug type retainer glands or an approved equivalent. Does not include PVC sleeves or excavation and disposal of materials which are included in pay item PRV VAULT STRUCTURES AND LIDS. Does not include dewatering which is included in pay item 10" PRV. No additional payments will be made under this pay item. Payment will be made at the unit bid price each **10" GATE VALVE** complete and in place.

Item 15 TRAFFIC CONTROL – BRUNSWICK ROAD will include all materials, labor and equipment necessary to install and maintain traffic control in accordance with the plans. Includes but is not limited to transition of traffic control from day to night and vice versa. Includes DMBs. Contractor shall ensure property owners have access to their driveways at all times. During periods of inactivity, traffic control shall be configured using the night traffic control plan. Payment will be made at the unit bid price lump sum for **TRAFFIC CONTROL – BRUNSWICK ROAD** with 50% of the unit bid price being paid upon initial installation and acceptance of the traffic control. The remaining portion shall be paid incrementally based upon the percentage of work in that area completed with 100% paid when street repairs are completed and traffic control is removed.

Item 16 TRAFFIC CONTROL – HWY 70 will include all materials, labor and equipment necessary to install and maintain traffic control in accordance with the plans. Includes but is not limited to flagmen and any temporary signage when working in areas not closed to traffic. Contractor shall ensure property owners have access to their driveways at all times. Payment will be made at the unit bid price lump sum for **TRAFFIC CONTROL – HWY 70** with 50% of the unit bid price being paid upon initial installation and acceptance of the traffic control. The remaining portion shall be paid incrementally based upon the percentage of work in that area completed with 100% paid when street repairs are completed and traffic control is removed.

Item 17 DRAIN ROCK - 57 STONE will include all materials, labor and equipment necessary to provide extra depth excavation to remove and dispose of unsatisfactory subgrade to the lines and grades

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Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

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specified by the City Engineer and replace such with compacted washed 57 stone drain rock to the subgrade lines and grades for the structure or pipe being installed, as shown on the plans. No payment for drain rock shall be made for drain rock used without prior authorization from the City Engineer. No additional payments will be made under this item. Payment will be made at the unit bid price ton **DRAIN ROCK - 57 STONE** as evidenced on delivery tickets signed by the City representative. Tickets must be provided at time of payment request.

B BASE BID – BRUNSWICK FARMS PRV VAULTS					
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization – to include (but not limited to) Temporary Facilities, Equipment, Permitting Fees, Insurance and Bonds, Etc.	1	LS	\$ ^{no} BID	\$ ^{no} BID
2	Removal of Existing 8" PRV	1	EA	\$	\$
3	Removal of Existing 10" PRV	1	EA	\$	\$
4	Pavement Repair – Brunswick Road Structure	1	LS	\$	\$
5	Pavement Repair – Hwy 70 Structure	1	LS	\$	\$
6	PRV Vault Structures and Lids, Complete and In Place	2	EA	\$	\$
7	6" PVC Drain Line, Bedding, Trace Wire, and Connection to Existing Manhole - Brunswick	1	EA	\$	\$
8	8" PRV, Gauges, Flanges, Pipe Spool, Complete and In Place	1	EA	\$	\$
9	8" Gate Valve Installed, Complete and In Place	2	EA	\$	\$
10	Abandon and Fill Existing Manhole. Remove Existing Riser. Deliver Ring and Cover to Owner – Brunswick Rd	1	EA	\$	\$
11	Abandon and Fill Existing Manhole. Remove Existing Riser. Deliver Ring and Cover to Owner – Hwy 70	1	EA	\$	\$
12	6" PVC Drain Line, Bedding, Cleanouts, Curb Repair, Landscaping Repair, and Connection to Existing Manhole – Hwy 70	1	EA	\$	\$

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13	10" PRV, Gauges, Flanges, Complete and In Place	1	EA	\$ NO BID	\$ NO BID
14	10" Gate Valve Complete and In Place	2	EA	\$ /	\$ /
15	Traffic Control – Brunswick	1	LS	\$ /	\$ /
16	Traffic Control – Hwy 70	1	LS	\$ /	\$ /
17	Undercut Bedding #57 Stone	120	TONS	\$ /	\$ /
B	TOTAL BASE BID FOR BRUNSWICK FARMS:			\$ NO BID	

C	BASE BID – WTP #4 VALVE & ACTUATOR REPLACEMENT				
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	General Conditions Including But Not Limited to Temporary Facilities, Equipment, Permitting Fees, Insurance and Bonds, Etc.	1	LS	\$ 19,600. ⁰⁰	\$ 19,600. ⁰⁰
2	Mobilization	1	LS	\$ 20,780. ⁰⁰	\$ 20,780. ⁰⁰
3	18" Pneumatic Actuator and Valve, Complete and In Place including new conduit for power and data including cabling and connection. Abandon existing conduit in place.	4	EA	\$ 38,370. ⁰⁰	\$ 153,480. ⁰⁰
4	10" Pneumatic Actuator and Valve, Complete and In Place including new conduit for power and data including cabling and connection. Abandon existing conduit in place.	4	EA	\$ 23,660. ⁰⁰	\$ 94,640. ⁰⁰
5	12" Pneumatic Actuator and Valve, Complete and In Place including new conduit for power and data including cabling and connection. Abandon existing conduit in place.	5	EA	\$ 36,990. ⁰⁰	\$ 184,950. ⁰⁰
6	3" Pneumatic Actuator and Valve, Complete and In Place including new conduit for power and data including cabling and connection. Abandon existing conduit in place.	4	EA	\$ 23,340. ⁰⁰	\$ 93,360. ⁰⁰

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7	6" Pneumatic Actuator and Valve, Complete and In Place including new conduit for power and data including cabling and connection. Abandon existing conduit in place.	4	EA	\$ 19,600.00	\$ 78,400.00
C	TOTAL BASE BID FOR WTP #4:			\$ 645,210.00	

BASE BID SUMMARY		
A	BASE BID FOR ALTRURIA FILTER REPAIRS:	\$ 504,775.50
B	BASE BID FOR BRUNSWICK FARMS:	\$ NO BID
C	BASE BID FOR WTP #4:	\$ 645,210.00
D	TOTAL BASE BIDS (A, B, AND C):	\$ 1,149,985.50

E	ADDITIVE ALTERNATE: ACTUATOR REPLACEMENT WITH ELECTRIC ACTUATORS FOR WATER TREATMENT PLANT #4				
	ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT	TOTAL
	1	Deduct For All Pneumatic Actuators, Valves, Conduit, Conductors, Cabling, Connections, and Integration of Controls for Pneumatic Actuators Listed in Base Bid	1	EA	\$ 119,115.00
	2	18" Electric Actuator, Including Conduit and Data Cabling and Connection to Existing Control Panel, Complete and In Place	4	EA	\$ 15,310.00
	3	10" Electric Actuator, Including Conduit and Data Cabling and Connection to Existing Control Panel, Complete and In Place	4	EA	\$ 11,270.00

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

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4	12" Electric Actuator, Including Conduit and Data Cabling and Connection to Existing Control Panel, Complete and In Place	5	EA	\$ 9,845.00	\$ 49,225.00
5	3" Electric Actuator, Including Conduit and Data Cabling and Connection to Existing Control Panel, Complete and In Place	4	EA	\$ 5,380.00	\$ 21,520.00
6	6" Electric Actuator, Including Conduit and Data Cabling and Connection to Existing Control Panel, Complete and In Place	4	EA	\$ 6,650.00	\$ 26,600.00
7	Power For Actuators Including Conduit, Conductors, Boxes, Breakers, Supports, Drilling and Demolition to Install, and Connection to Existing Electrical Panel	1	LS	\$ 5,500.00	\$ 5,500.00
8	Modification of Existing Control Cabinet Wiring	1	LS	\$ 1,500.00	\$ 1,500.00
E	TOTAL ADDITIVE ALTERNATE:			\$ 91,550.00	

BASE BID AND ADDITIVE ALTERNATE SUMMARY		
D	TOTAL BASE BIDS (A, B, AND C):	\$ 1,149,985.50
E	TOTAL ADDITIVE ALTERNATE:	\$ 91,550.00
TOTAL BID (TOTAL BASE BIDS AND ALTERNATE):		\$ 1,241,535.50

TOTAL BASE BID IN WORDS:

ONE MILLION ONE HUNDRED FORTY NINE THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND FIFTY CENTS

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

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

Addendum 4

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

Due Date: May 4, 2023

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

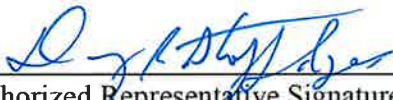
Respectfully submitted:

Chris-Hill Construction Company, LLC
NAME OF FIRM

danny@chrishillconstruction.com
Email

Danny R. Stoppenhagen, Chief Manager
Authorized Representative
(Typed or Printed)

901-767-6312
Phone Number


Authorized Representative Signature
(Required)

05/11/2023
Date

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Chris-Hill Construction Company, LLC _____ As Principal, and
Amerisure Mutual Insurance Company _____ 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 _____ 4th _____ day of _____ May _____, 2023.

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
FY2023-03-13 Bartlett Water System Repair and Replacements _____

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.

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

Due Date: May 4, 2023

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.

Chris-Hill Construction Company, LLC

Print Name DANNY R. STOPPENHAGEN, CHIEF MANAGER

By:  (L.S.)
Principal

Amerisure Mutual Insurance Company
Surety

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.

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOSEPH MADDEN III, MARK E. HARRIS, RICHARD L. POWELL, RIC STALLINGS,
 KEITH W. BROWN, DANIEL B. DICKENS, COOPER W. PERMENTER,
 RICHARD L. POWELL JR., FORBES HARRIS and TONA J. HUNTER

its 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, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President

By:

Aaron Green, Vice President



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of July, 2022.

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 28th day of July, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
 M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of May, 2023.

Shannon K. Anderson
 Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CHRIS-HILL CONSTRUCTION CO., LLC

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
4749 PLEASANT RUN ROAD

6 City, state, and ZIP code
MEMPHIS, TN 38118

7 List account number(s) here (optional)

Requester's name and address (optional)
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TN 38134

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

6	2	-	0	7	2	2	1	5	2
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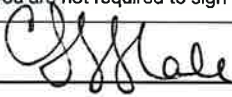
Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ► 

Date ► **5/11/23**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Chris-Hill Construction Co., LLC.

5/11/2023

FY2023-03-013 Bartlett Water System Repair & Replacements

Contractor Qualifications - Previous Work

Previous Work:

Project:	Stiles 1-4 Belt Filter Press Replacement
Owner:	City of Memphis
Contact Info.:	Scott Morgan, Senior Environmental Administrator, City of Memphis. (901) 636-7124
Year Completed:	2013
Work Description:	Demolition and Replacement of (4) Belt Filter Presses, chemical dosing system piping, and pressure water piping at the M.C. Stiles WWTF
Project:	MSCAA -Glycol Management Program - Bridges and Site Construction
Owner:	Memphis-Shelby County Airport Authority
Contact Info.:	Prudy Edwards, Project Control Specialist MSCAA (901) 344-1650
Year Completed:	2020
Work Description:	Installed new 30' deep concrete pumping station structure, (3) 300 Hp Vertical Turbine Pumps, and 1,200 lf of 30" Ø Ductile Iron Piping.
Project:	Storm Water Pump Station 54" Pipe Repair
Owner:	West Memphis Utility Authority
Contact Info.:	Ward Wimbish, WMUA Assistant General Manager (901) 277-9407
Year Completed:	2021
Work Description:	Realigned & modified tie-in joints and installed helical anchor & concrete saddle foundations, for four 54"Ø steel forcemain pipes. Bury depth 15' deep.
Project:	Cordova Lift Station Repair
Owner:	City of Germantown, Public Works Dept.
Contact Info.:	Andy Sanders, Assistant Director City of Germantown Public Works, (901) 757-7329
Year Completed:	2020
Work Description:	Installed refurbished an existing pump station structure (24' deep), installed (2) new 20 Hp sewage pumps & piping, and 70' of 10"Ø Restrained Joint DIP Forcemain. Bury depth 10' deep.
Project:	Water Treatment Plant Improvments
Owner:	Town of Rossville TN.
Contact Info.:	Tim Verner, Senior Vice President Fisher Arnold Engineering (901)748-1811
Year Completed:	2019
Work Description:	Installed a new Aeration System, (3) 30Hp High Service Pumps, and 30' of 8"Ø DIP Flanged Header Piping above grade and 120' of 6" Ø DIP Raw Water piping. Bury depth 5' deep.

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

Due Date: May 4, 2023

RELEASE OF LIABILITY ON DRIVE APRON

I, property owner of _____ have requested that my drive gutter be removed and replaced by the City of Bartlett. I acknowledge the fact that my drive apron is in good shape but the curb and gutter need to be replaced. I understand that the removal of the drive gutter could damage the remaining driveway apron. I promise to release the City of Bartlett and their contractor from liability for the driveway apron replacement if any cracking or chipping occurs during the saw-cutting, removal, or replacement of the end of the driveway.

The contractor will repair any cracked, chipped or broken area but will **NOT** replace the entire driveway unless specifically requested by the property owner and the property owner agrees to pay the contractor as per the contract unit price for driveway. The City of Bartlett Engineering Inspector, the concrete contractor and I have agreed that this driveway is a good candidate for this type of repair.

 Address of Repair

 phone *

 Homeowner Signature

 date

 Homeowner Signature

 date

 City of Bartlett Engineering Inspector

 date

If agreeable, please call Bartlett Engineering at 385-6499 for confirmation and contact us by

_____ so this work can be scheduled with the contractor.
(date)

This form will be collected when notified.

***Phone number required for the City of Bartlett to contact you prior to Scheduling Work**

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

NOTICE OF AWARD

To: CHRIS-HILL CONSTRUCTION CO., LLC
 4749 Pleasant Run Road
 Memphis, TN 38118

PROJECT Description: **FY2023-03-0103 BARTLETT WATER SYSTEM REPAIR & REPLACEMENTS**

The CITY has considered the BID submitted by CHRIS-HILL CONSTRUCTION CO., LLC for the above-described WORK in response to its Advertisement for Bids dated April 20, 2023 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$1,241,535.50**.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required and Certificates of Insurance **within ten (10) calendar** days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

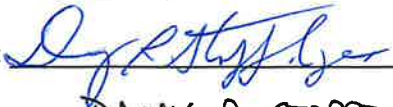
Dated this 14th day of August, 2023.

CITY OF BARTLETT

Name: Print Name: David ParsonsTitle: Mayor, City of Bartlett**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: CHRIS-HILL CONSTRUCTION CO., LLC

_____ this the 14th day of AUGUST, 2023.

Name: Print Name: DANNY R. STOPPENHAGENTitle: CHIEF MANAGER

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We Chris-Hill Construction Company, LLC
(Name of Contractor)

called "Principal" and Amerisure Mutual Insurance Company of Farmington Hills,
(Surety),

State of Michigan herein-after called the "Surety", are held and firmly bound

unto City of Bartlett of Bartlett,
(Owner) (City)

Tennessee herein-after called "Owner" in the penal sum of _____
(State)

One Million Two Hundred Forty One Thousand Five Hundred Thirty Five and 50/100 Dollars (\$ 1,241,535.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the City, dated the _____ day of _____, 2023 a copy of which is hereto attached and made a part hereof for the construction of:

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and same harmless the City from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good and default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the execution of the work provided for in such contract, and may authorize extension or modifications thereof, including all amounts due for materials, used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2023.

ATTEST:

Randy S. Lax
(Principal) Secretary

(SEAL)

SSSole
Witness as to Principal

4749 Pleasant Run Road

Memphis, TN 38118
Address - Zip Code

ATTEST:

Jai Burrey
(Surety) Secretary

(SEAL)

Nicole Lovett
Witness as to Surety Nicole Lovett

1661 International Dr. St. 300

Memphis, TN 38120
Address - Zip Code

Danny R. Stoppenhagen
Print Name

Chris-Hill Construction Company, LLC
Principal

By: D. Stoppenhagen (s)

4749 Pleasant Run Road

Memphis, TN 38118
Address - Zip Code

Amerisure Mutual Insurance Company
Surety

By: Richard L. Powell
Attorney-in-Fact Richard L. Powell

1661 International Dr. St. 300, Memphis, TN 381
Address - Zip Code

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)

FY2023-03-013 BARTLETT WATER SYSTEM REPAIR AND REPLACEMENTS
Due Date: May 4, 2023

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

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

Attachment: CONTRACT - Signed Executed - 9-1-23 (3627 : Change Order for Bartlett Water System Repair and Replacements)



AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

JOSEPH MADDEN III, MARK E. HARRIS, RICHARD L. POWELL, RIC STALLINGS,

KEITH W. BROWN, DANIEL B. DICKENS, COOPER W. PERMENTER,

RICHARD L. POWELL JR. and FORBES HARRIS

of HUB International Mid-South, its 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, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito
 Michael A. Ito, Senior Vice President Surety

By:

Aaron Green
 Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
 M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20____.

Christopher M. Spaude
 Christopher M. Spaude, Chief Financial Officer & Treasurer



CHRICON-10

TCALDWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

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 Hub International Mid-South 1661 International Drive Suite #300 Memphis, TN 38120	CONTACT NAME: PHONE (A/C, No, Ext): (901) 312-5300 FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Travelers Indemnity Company	25658	INSURER B : The Travelers Indemnity Company of Connecticut	25682	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Chris-Hill Construction Company, LLC 4749 Pleasant Run Road Memphis, TN 38118															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	CO8745M281	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	8101L310871	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	X	CUP9H370458	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 10,000,00
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB0N394662	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
C	Equipment Floater		6309H399753	12/1/2022	12/1/2023	Limit 1,500,00
C	Leased/Rented Equip		6309H399753	12/1/2022	12/1/2023	Limit 380,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Description: FY2023-03-0103 Bartlett Water System Repair & Replacement

Certificate Holder is additional insured for (General Liability, Automobile Liability, and Umbrella Liability) with respect to the services/work to be performed, only if required by written contract. All coverage is subject to policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Bartlett 6400 Stage Road Bartlett, TN 38134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

NOTICE TO PROCEED

To: Chris Hill Construction Company, LLC
 4749 Pleasant Run Rd.
 Memphis, TN 38118

PROJECT Description: **FY2023-03-013 BARTLETT WATER SYSTEM REPAIR & REPLACEMENTS**

You are hereby notified in accordance with the Agreement dated September 1, 2023, to commence WORK on or before September 10, 2023, and you are to complete the WORK within **Two Hundred Eighty (280)** consecutive calendar days thereafter. The date of completion for WORK is therefore: June 6, 2024.

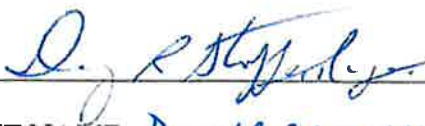
CITY OF BARTLETT

BY 
 PRINT NAME David Parsons
 TITLE Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

CHRIS HILL CONSTRUCTION COMPANY, LLC, this the 1st day of September, 2023.

BY 
 PRINT NAME DANNY R. STOPPENHAGEN
 TITLE CHIEF MANAGER

NP-1

CONTRACT AGREEMENT

THIS AGREEMENT, made this 1st day of September, 2023, by and between City of Bartlett, hereinafter called "CITY" and Chris-Hill Construction Company, LLC doing business as (an individual,) or (a Partnership,) or (a Partnership) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of: **FY2023-03-013 BARTLETT WATER SYSTEM REPAIR & REPLACEMENTS**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED.
4. PROCEED and will complete the same within **Two Hundred Eighty (280)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$1,241,535.50, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice to Proceed
 - (K) Contract Agreement

(L) SPECIFICATIONS prepared or issued by A2H, Inc and The City of Bartlett Engineering Department and dated February 28, 2022.

(M) ADDENDA: NO. _____, Dated _____, 2023.

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.
8. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: [Signature]

PRINT NAME: David Parsons

TITLE: Mayor, City of Bartlett

CONTRACTOR:

BY: [Signature]

PRINT NAME: DANNY R. STOPPENHAGEN

TITLE: CHIEFMANAGER

(SEAL – Contractor's Notary)
ATTEST:



NAME CECELIA HALE

Print

TITLE NOTARY

My Commission expires: 06/03/2026

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/13/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Pinnacle Financial Partners.

Corporate Authorization Resolution

Pinnacle Bank
Bartlett Office (TN)
3070 Kirby Whitten Road
Bartlett, TN 38134-0000

By: CITY OF BARTLETT TENNESSEE
6400 STAGE ROAD
BARTLETT, TN 38134

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Penny Medlock, certify that I am Secretary (clerk) of the above named corporation organized under the laws of TN, Federal Employer I.D. Number 62-6011034, engaged in business under the trade name of CITY OF BARTLETT TENNESSEE, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 07/23/2024 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. Clovis David Parsons, Mayor	X	X
B. Steven Sones, Chief Administrative Officer	X	X
C. Richard Phebus, Finance Director	X	X
D. KRISTI FRANCAVILLA, Assistant Finance Director	X	X
E. George Lee Cain, Senior Finance Analyst	X	X
F.	X	X

Attachment: Pinnacle Corporate Authorization Resolution (3621 : Pinnacle Financial Partners)

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
<u>A, B, C, D, E</u>	(2) Open any deposit or share account(s) in the name of the Corporation.	<u>01</u>
<u>A, B, C, D, E</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	<u>01</u>
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
<u>A, B, C, D, E</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>01</u>
_____	(7) Other:	_____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ prior to today _____. If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on

07/25/2024 (date).

Secretary

Penny Medlock

Attest by One Other Officer

For Financial Institution Use Only

Acknowledged and received on 07/25/2024 (date) by THALMON (initials)

☐ This resolution is superseded by resolution dated _____.

Comments: 800109475210-D 07/25/2024

800109475210

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 08/13/24 06:00 PM

Department: Community Relations

Category: Proposal

Prepared By: Penny Medlock

Department Head: Debbie Gelineau

Approval of the Bartlett Library Advisory Board By-Laws.

BYLAWS FOR BARTLETT LIBRARY ADVISORY BOARD CITY OF BARTLETT, TENNESSEE

Section 1. Purpose

The purpose of the Bartlett Library Advisory Board is to provide recommendations for Library policy development, offer community advocacy for Library services, and conduct fundraising activities for the Bartlett Public Library that coincide with the guidelines set by the City, Avenu Insights, and the terms of the contract between the City of Bartlett and Avenu Insights.

Section 2. Definitions

As used in these bylaws, these terms shall have the following meanings:

- A. "Board" means the Bartlett Library Advisory Board; and,
- B. "Bartlett Public Library" and the approximate 4.62 acres of land located at 5884 Stage Rd., Bartlett, TN 38134, known as Parcel Number B015600218 as shown on Tax Map number 106C in the Shelby County Tax Assessor's Office and being a parcel of land owned by the City of Bartlett by deed recorded on Subdivision Lot number 56, Parcel number 218 in the Shelby County Register of Deeds Office

Section 3. Creation - Eligibility

- A. The Bartlett Library Advisory Board shall consist of nine (9) members, who shall be appointed by the Mayor and approved by the Board of Aldermen. The Bartlett Library Advisory Board will consist of the following: one (1) member will be the Bartlett Library Branch Manager, one (1) member will be the Managed Services Chief Executive Officer or his/her designee, the remaining seven (7) members will be based on the recommendation and approval of the Board of Mayor and Aldermen, with the City of Bartlett Mayor and each Alderman submitting the name of one (1) City resident, subject to approval of the majority of the members of the Board of Mayor and Aldermen. Two (2) advisors will also be assigned to the board and will be the City Attorney or Assistant City Attorney, and the City's Chief Administrative Officer or his/her designee.
- B. No Board member shall receive any compensation for his/her services.

Section 4: Terms of Board Members

- A. When a member's term expires that member will serve until reappointed or replaced by another member. The Mayor's and each Alderman's appointed nominee's term will run concurrently with the corresponding elected official's term. For initial appointments, the Mayor's and Alderman Positions 1, 2, and 3 terms will expire December 31, 2026, and the Alderman's Positions 4, 5, and 6 terms will expire December 31, 2024.

Section 5. Officers - Meetings - Quorum

- A. Members of the Board shall meet and organize at the beginning of the new fiscal year by electing from the citizen members of the Board a Chair, Vice-Chair and Secretary, and

such other officers as may be necessary. The Chair and Vice-Chair shall be elected for a one-year term taking office at the July quarterly meeting. All Board members present are eligible to vote. In the event the Chair is unable to complete his/her term, the Vice-Chair will assume the position of the Chair until the expiration of the one-year term, and a new Vice-Chair shall be elected.

- B. The Chair shall preside at all meetings of the Board, and in his/her absence, the Vice-Chair shall preside.
- C. A majority of five (5) of the Board shall constitute a quorum, and five (5) affirmative votes shall be necessary to carry any proposition.
- D. A meeting of the Board shall be held at least once a quarter on the fourth Thursday of the month, unless otherwise agreed upon by the Board. Special meetings may be called by the Chairman. The time and place shall be posted at City Hall.

Section 6. Powers and Duties

The Board shall:

- A. Develop Bylaws to govern the internal affairs of the Board. The City of Bartlett Board of Mayor and Aldermen must approve all Bylaws.
- B. Review library policies and make recommendations regarding the fees and services of the Bartlett Public Library for City of Bartlett Administration to submit to the Board of Mayor and Aldermen.
- C. Coordinate with the Bartlett Public Library Director, the City of Bartlett Chief Administrative Officer, and Avenu Insights to ensure that the Board's recommendations are feasible and practical.
- D. Carry out other Bartlett Public Library-related tasks assigned by the Board of Mayor and Aldermen or by ordinance.
- E. To volunteer and to recruit volunteers for Bartlett Public Library community affairs.

Section 7. City Staff Support

The Director of Community Relations or any other designee of the City Mayor shall provide administrative staff support. Said staff support shall be responsible for the agenda packets, written record of the proceedings of the Bartlett Library Advisory Board, and such other support as necessary to enable the Board to conduct business and carry out its duties and responsibilities.

Section 8. Vacancies

The office of any member shall become vacant upon his/her resignation delivered to the Chair of the Board or the Mayor. Any member who misses two (2) regularly scheduled meetings in a calendar year will immediately and without notice be automatically removed from the Board. The Mayor shall then appoint, and the Board of Mayor and Aldermen shall approve a new member to serve the remainder of the removed member's term on the commission.

Section 9. Severability

Should any section, paragraph, sentence, clause or phrase of these Bylaws, or their application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of these Bylaws be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of these Bylaws or their application to other persons or circumstances.

Section 10. Effective Date

These bylaws shall take effect and be in full force on the date approved by the Board of Mayor and Aldermen.

APPROVED BY THE BOARD OF MAYOR AND ALDERMEN AT A REGULAR MEETING
THEREOF ON THE ____ DAY OF _____ 2024.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/13/24 06:00 PM

Department: Finance

Category: Budget

Prepared By: Penny Medlock

Department Head: Dick Phebus

Authorization to auction surplus property.

Department	Year	Make/Model	Color	Vehicle ID#
Public Works	1990	JCB Backhoe/Loader	Yellow	002695 / no vin
Police	1991	Chevrolet GMT-400 Pickup	Red	2GCEC19K9N1137389
Police	1992	Ford Explorer Eddie Bauer XLT	White	1FMDU34X4NUA53374
Police	1993	Chevrolet Malibu	Blue	1GINE52J2X6246557
Police	1993	Chevrolet S-10	Blue	1GCCS14Z8P8129184
Police	1993	Ford Ranger XLT	Green	1FTCR14X3PPA30904
Police	1996	Chevrolet Cavalier	Red	1G1JC1245TM100098
Police	1999	Honda Accord	Silver	1HGCG5644XA110068
Police	2001	Ford Taurus	Silver	1FAFP55U81A291542
Police	2001	Honda Accord	White	1HGCG566X1A077070
Police	2002	Mercedes Benz CLK 400	White	WDBLK70G72T100299
Police	2007	Buick Torrent	White	2CKDL63F576053511
Police	2009	Cadillac DTS	Blue	1G6KD57Y59U117779
Police	2009	Pontiac G6	Silver	1G2ZH57N594149514
Police	2010	Infiniti G37	Brown	JN1CV6AP5AM408343
Police	2011	Ford Mustang	Red	1ZVBP8AM5B5111439
Police	2012	Kia Forte	Gray	KNAFU6A21C5507303
Police	2007	Dodge Charger	White	2B3KA43GX7H781591
Police	2012	Dodge Charger	Black/White	2C3CDXAT4CH195737
Police	2013	Dodge Charger	Black/White	2C3CDXAT1DH642848
Police	2016	Dodge Charger	Black/White	2C3CDXATXFH929012
Police		Kohler mobile electric power plant	White	

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

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

Thank you for your consideration of the above item.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 08/13/24 06:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Melissa Hale

Department Head: Kim Taylor

Planning Commission Report for August 2024.

NEW BUSINESS

Public Hearing

Special Use Permit

I. Residential Mixed Use Development, 7157 Summer Avenue/Highway 70 (Mason Jambon, Southern Ave Land Management LLC)

INTRODUCTION: Mr. Mason Jambon, Southern Ave Land Management LLC, is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development. The subject property is located at 7157 Summer Avenue/Highway 70. The subject property has split zoning with the western 200 feet from the Highway 70 frontage within the “R-TH” Townhouse Residential Zoning District and the eastern remainder within the “RS-10” Single Family Residential Zoning District.

BACKGROUND: The subject property is 10.16 acres, and it is the former site of the Bartlett Nursery. In 2019, the City of Bartlett added the Residential Mixed Use Overlay District to Article VI, Section 29 of the Bartlett Zoning Ordinance. The Residential Mixed Use is a site specific special use intended to allow residential uses with mixed uses including commercial and office developments in buildings of two or more stories. The Residential Mixed Use shall be applied for as a Special Use Permit that will be reviewed by the Planning Commission, requiring the final action of the Board of Mayor and Aldermen. The Special Use Permit for the Residential Mixed Use may be allowed in office zoning districts, commercial zoning districts, and residential zoning districts where existing commercial and office zoning directly abuts residential zoning or on lots with combination zoning that includes residential zoning along with commercial, and/or office zoning, and having major and/or minor road frontage.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development on the subject property located at 7157 Summer Avenue/Highway 70. According to Article VI, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required to move forward with submitting development plans for a Residential Mixed Use Development. The surrounding Zoning Districts are “RS-10” Single Family Residential to the north and east, “O-R-1” Neighborhood Office to the south, and “RS-18” Single Family Residential to the west. The surrounding uses include: residential, nursery, and offices.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Approved with conditions of staff.

Construction Plan

2. Austin Planned Development Subdivision, Southern Terminus of Christian Lane (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a Construction Plan for the Austin Planned Development. The subject property is located at the southern terminus of Christian Lane from the Elpine Gray Planned Development, and it is within the “RS-15” Single Family Residential Zoning District.

BACKGROUND: On July 10, 2023, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen for the Austin Planned Development. On August 22, 2023, the Board of Mayor and Aldermen approved the Austin Planned Development.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a Construction Plan for the Austin Planned Development. The applicant is proposing the subdivision of 9.82 acres of land into an 18 lot residential planned development with a 1.16-acre common open space lot. The lot sizes will range from 15,030-square feet to 26,566-square feet. The proposed development will blend in with the adjacent residential neighbors by meeting and exceeding the underlying “RS-15” zoning restrictions for lot sizes. Stormwater detention will be handled by a detention basin on the Common Open Space Lot. The proposal provides a temporary turnaround for the future alignment of Shadow Brook Drive to connect to Shadowlawn Place Subdivision should the two large residential lots located between the two subdivisions opt to subdivide their property. Access to the subdivision will be provided by the extension of the Christian Lane street stub from the Elpine Gray Planned Development. The constructions plans for the subdivision include the following: tree protection plans, erosion control plans, grading and drainage plans, and sanitary sewer plans.

Recommendation: Approval with conditions.

Approved with conditions of staff.

Final Plan

3. Austin Planned Development Subdivision, Southern Terminus of Christian Lane (David Bray, The Bray Firm)

INTRODUCTION: Mr. David Bray with The Bray Firm is requesting Planning Commission approval of a Final Plan for the Austin Planned Development. The subject property is located at the southern terminus of Christian Lane from the Elpine Gray Planned Development, and it is within the “RS-15” Single Family Residential Zoning District.

BACKGROUND: On July 10, 2023, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen for the Austin Planned Development. On August 22, 2023, the Board of Mayor and Aldermen approved the Austin Planned Development.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a Final Plan for the Austin Planned Development. The applicant is proposing the subdivision of 9.82 acres of land into an 18 lot residential planned development with a 1.16-acre common open space lot. The lot sizes will range from 15,030-square feet to 26,566-square feet. The proposed development will blend in with the adjacent residential neighbors by meeting and exceeding the underlying “RS-15” zoning restrictions for lot sizes. Stormwater detention will be handled by a detention basin on the Common Open Space Lot. Access will be provided by the extension of the Christian Lane street stub from the Elpine Gray Planned Development.

Recommendation: Approval with conditions.

Approved with conditions of staff and the following additional conditions: A vicinity map shall be added to the corner of the plat; the location of the mail kiosk required by the United States Postal Service shall be added to the plat; and Planning Condition #1 will say, “A Planned Development usually provides common amenities. Staff recommends adding a walking trail or gazebo around the detention basin on the common open space lot.”

Ordinance Amendment

4. Ordinance 24-09, An Ordinance to Amend the Subdivision Regulations

INTRODUCTION: This is a city initiated request to amend Article I, Section 2 Definitions of the Bartlett Zoning Ordinance; and Article IV, Section 12(A) of the Bartlett Subdivision Ordinance, Title 14, Chapter I, Appendix B, of the Codified Ordinances of the City of Bartlett, Tennessee.

BACKGROUND: The City of Bartlett has been utilizing March 6, 1956 as the legal lot of record date. However, Shelby County and other municipalities have revised their legal lot of record dates to coincide with their major revisions approved to their respective Subdivision and Zoning Ordinances. The Planning Commission has reviewed several applications over the past years for minor two lot residential subdivisions as a standard process to legalize buildable lots, and the City of Bartlett desires to amend the Zoning Ordinance and the Subdivision Ordinance to improve the review process to generate legal lots of record.

DISCUSSION: The proposed Ordinance will amend the Bartlett Zoning Ordinance and Subdivision Ordinance with the following changes: 1) to revise the legal lot of record date to June 1, 1981, 2) to honor the Shelby County revised legal lot of record date of March 1, 1989

for those parcels annexed between June 1, 1981 through December 31, 2012, and 3) to revise the minor two lot (2 lot) subdivision provision for parcels not covered by revision items 1) and 2) shown above.

The amendments are listed below:

Article I, Section 2 under the heading “*Definitions Of Terms Used In This Ordinance*” in the Bartlett Zoning Ordinance the definition of “Lot of Record” shall be replaced by a new definition:

“A lot or parcel of land in a legal subdivision recorded in the Shelby County Register's Office; or a parcel of land described by metes and bounds less than 4-acres recorded by deed in the Shelby County Register's Office on or prior to June 1, 1981 that complies with the City of Bartlett subdivision exemption. Lots recorded in Shelby County annexed into the City of Bartlett through December 31, 2012 may also qualify for the exemption based on the Shelby County exemption date of March 1, 1989, as long as the status if the lot(s) or parcel(s) has not changed since the Shelby County exemption date, and all other City of Bartlett subdivision requirements are satisfied. (Ord. #02-18-Ord #24-09)”

Article I. Purpose, Authority, Jurisdiction and Policy, Section 3§A paragraph shall be replaced in the Bartlett Subdivision Ordinance by:

“Residentially zoned lot(s) or parcel(s) of land may be exempt from Bartlett subdivision regulations when the land to be subdivided is less than four (4) acres and within the Bartlett city limits on or prior to June 1, 1981. Residentially zoned parcels of land that were annexed into the City of Bartlett through December 31, 2012, may also qualify for the exemption based on the Shelby County March 1, 1989 exemption date. The parcel(s) of land must be the "original parcel of record" described in a recorded deed or plat with the same size and lot configuration as originally recorded on or prior to June 1, 1981, or in the case of annexation through December 31, 2012, the Shelby County exemption date of March 1, 1989 will be applied as long as the status if the lots or parcels have not changed since the Shelby County exemption date, and all other City of Bartlett subdivision requirements are satisfied. The recorded deed or plat must be presented at the time of the building application. The lot(s) or parcel(s) of land must also comply with the current bulk regulations of the Bartlett Zoning Ordinance.

Parcels of land that do not qualify for the exemption dates, and need to comply with the Bartlett subdivision regulations may qualify for the minor two lot (2 lot) subdivision provision if the lot(s) or parcel(s) is zoned single family residential. Deferment or waivers from minor improvements such as dedications, road width extensions, sidewalk curb and gutter, and all others will require Planning Commission approval of the minor subdivision with the deferred or waived improvements.”

Article II. Procedures for Subdivision Approval, Section I, General, paragraph shall be replaced in the Bartlett Subdivision Ordinance by:

“The procedures for review and approval of a subdivision and its documentation by recorded plat consists of three (3) separate steps, except for parcels that qualify for the Minor Two Lot Subdivision process. The initial formal step is the preparation of a master plan of a proposed subdivision for submission to the planning commission. The second step is the preparation of a construction plan of the proposed subdivision or sections thereof for review by the city engineer and other agencies as required followed by submission to the planning commission for approval. The third and final step is the preparation of a final subdivision plat with all required certificates for submission to and approval by the planning commission. This final plat becomes the instrument to be recorded in the office of the Shelby County Register when final approval has been attested to by signature of the secretary of the planning commission.

Parcels that qualify for the Minor Two Lot subdivision process will only need to apply for the third and Final Plan step. However, Planning and Engineering staff may require supplemental plans to go with the application. The Final Plan may be administratively approved at the discretion of the Planning and Engineering Staff.”

Article IV. Prerequisites to Final Subdivision Approval, Section 8§H4 Sidewalks, Curbs, Gutters, and Handicap Ramps, under the heading Deferment or Waiver of Installation in the Bartlett Subdivision Ordinance, section shall be replace by:

“Parcels of land, less than four acres in size, created by deed between June 1, 1981 and January 1, 2009 may file an application for a minor two lot (2 lot) subdivision to be eligible for the issuance of no more than two residential building permits.

Further:

- a. The property must be in a zoning district permitting residential use.
- b. The resultant lots are in conformance to all requirements of the zoning ordinance and any other applicable regulations. Determination of minimum lot size is exclusive of any dedication requirement.
- c. The lots shall have direct access to an existing public street, with no new streets proposed.
- d. The Planning Commission may waive street improvements if all required dedication and easements are granted as well as any improvements necessary for safety considerations.
- e. Any extension of utilities to the property are the responsibility of the applicant.
- f. Standard subdivision drawings are required.
- g. The minor two lot (2 lot) subdivision may be administratively approved by Planning and Engineering staff at their discretion. Required variances from the Zoning Ordinance must be approved by the Board of Zoning Appeals prior to Final Plan approval.
- f. Standard subdivision contract is required. The minor two lot (2 lot) subdivision may be submitted as a final plat application provided that the plat complies with all the requirements

for final plat submission. (As amended by Ord. #02-18, Dec. 2002, and Ord. #08-13, Jan. 2009)”

Recommendation: Favorable recommendation to the Board of Mayor and Aldermen for approval.

Approved with conditions of staff.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3623)

Meeting: 08/13/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3623

Resolution 28-24, a resolution to amend the Fiscal Year 2025 Bartlett City General Purpose School Fund, and Education Capital Project Fund.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education (BOE) General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City BOE, using Resolution 12-1, approved a budget amendment on July 25, 2024, which makes an amendment to the General Purpose School Fund for paving expense at Ellendale Elementary for \$80,000 and an amendment to the Education Capital Projects Fund for \$825,000 for replacement of three (3) roof top HVAC units at Bartlett High School. The amendments will be funded by a \$905,000 use of General Purpose School fund balance; and

WHEREAS, resolution 12-1 of the Bartlett City BOE is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendment itemized in resolution 12-1 to the FY2025 General Purpose School Fund and Education Capital Project Fund of the Bartlett City BOE is approved.

Adopted this day of August 13, 2024

Harold Brad King, Register to the

David Parsons, Mayor

Board of Mayor and Aldermen

Attest: _____
Penny Medlock, City Clerk



RESOLUTION 12-1

A RESOLUTION TO APPROVE THE PLANNED USE OF GENERAL FUND BALANCE AND TO AMEND THE 2024-2025 FISCAL YEAR GENERAL PURPOSE FUND AND EDUCATIONAL CAPITAL PROJECT FUND BUDGETS OF THE BARTLETT CITY SCHOOLS.

WHEREAS, Tennessee Code Annotated §49-2-203(a)(10)(A)(i) requires the Bartlett City Board of Education to direct the Superintendent and the Chair to prepare a budget on forms furnished by the Commissioner, and when the budget has been approved by the Board, to then submit that budget to the Bartlett Board of Mayor and Aldermen for their approval; and

WHEREAS, these amendments change the total amount of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BARTLETT CITY BOARD OF EDUCATION:

Section 1. That the General Purpose Fund and Educational Capital Project Fund Budgets for the 2024-2025 school year for the Bartlett City Schools as presented in official budget documents are hereby amended by reference in the following amounts as referenced below:

Fund 141 - General Purpose Fund								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
141	72620	39900		Emergency Purchase-Change Order on Ellendale Paving	\$350,000.00	\$80,000.00		\$430,000.00
Totals					\$350,000.00	\$80,000.00	\$0.00	\$430,000.00
Fund 177 - Education Capital Projects								
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
177	91300	70700	5680	BHS-Replace RTUs (3)	\$0.00	\$825,000.00		\$825,000.00
Totals					\$0.00	\$825,000.00	\$0.00	\$0.00
FY24 Amended General Fund Balance					Beginning Bal	Add	Subtract	Amended Fund Bal
					\$40,570,228.27		\$905,000.00	\$39,665,228.27

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective July 25, 2024 from and after its adoption by the Bartlett City Board of Education.

Adopted this _____ day of July, 2024.

David Cook, Chairman
Bartlett City Board of Education

Dr. David A. Stephens, Superintendent
Bartlett City Board of Education

APPROVED AS TO FORM:
Kari Shoopman, General Counsel



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3624)

Meeting: 08/13/24 06:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 3624

Resolution 29-24, a resolution authorizing the City of Bartlett to participate in the Property Conservation Matching Grant Program from Public Entity Partners.

WHEREAS, the citizens of the City of Bartlett have entrusted this administration with the care and custody of city-owned property, and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of Bartlett; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the “*Property Conservation Matching Grant Program*”, and

WHEREAS, the City of Bartlett now seeks to participate in this important program.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, the following:

SECTION 1. That the City of Bartlett is hereby authorized to submit application for “*Property Conservation Matching Grant Program*” through the Loss Control Department of Public Entity Partners.

SECTION 2. That the City of Bartlett is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Adopted this day of August 13, 2024.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION (ID # 3629)

Meeting: 08/13/24 06:00 PM

Department: Planning and Economic Development

Category: Special use permit

Prepared By: Melissa Hale

Initiator: Kim Taylor

Sponsors:

DOC ID: 3629

Set a public hearing for September 10, 2024 for Resolution 30-24, a resolution approving a Special Use Permit to allow a Residential Mixed Use Development to be located at 7157 Summer Avenue/Highway 70, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts.

WHEREAS, an application has been made for a Special Use Permit to allow a Residential Mixed Use Development to be located at 7157 Summer Avenue/Highway 70, within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts.

WHEREAS, according to Article 6, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “R-TH” Townhouse Residential and “RS-10” Single Family Residential Zoning Districts to allow a Residential Mixed Use Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Residential Mixed Use Development to be located at 7157 Summer Avenue/Highway 70 on Monday, August 5, 2024, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 10th day of September, 2024, and approved the Special Use Permit to allow a Residential Mixed Use Development to be located at 7157 Summer Avenue/Highway 70, subject to the following conditions:

Engineering Conditions:

General:

1. A Subdivision 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.
2. 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 dhubbard@cityofbartlett.org <<mailto:dhubbard@cityofbartlett.org>> and ecampbell@cityofbartlett.org <<mailto:ecampbell@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.
3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. There is an existing 8” water line on the west side of Highway 70. A waterline extension

must be bored under Highway 70 and may need to be brought through the development and reconnected through another parcel. A fire hydrant will be required within 400' of the proposed building for Phase I. Commercial fireflows will be required for Phase I. In addition, a future 12" waterline will need to be installed across the entire frontage on Highway 70. Certified as-builts will be required on the public water.

6. Since this project is located in the Fletcher Creek Sewer Basin approval for additional connections is dependent on developer receiving written approval from the City of Memphis for new sewer connection.
7. Since this project is located in the Fletcher Creek Sewer Basin the sewer plan of the private underground sewer storage tank and pump station, will require final approval by City of Memphis.
8. A curb cut and access road shall be provided to service the sewer storage tank.
9. A COS will need to be set aside to accommodate the central mailbox location required in all new developments.
10. Detention will be required. Developer's engineer may complete a hydraulic study to determine if there is available capacity in the regional detention basin to the east of this site.
11. Finished floor elevations shall be set for properties near the detention basin.

Planning Comments:

1. The subject property is buffered from the adjacent Burloe and Shady Oaks Subdivisions by the vacant 10 acres north of the subject property and the vacant 9 acres south of the subject property.
2. The applicant intends to work with the adjacent property owner of the vacant 9 acres zoned for Neighborhood Office to obtain additional vehicle access from Yale Road.
3. The applicant does not intend to have access from the vacant residential property and Burloe Subdivision located north of the subject property.
4. The applicant could develop the subject property with a standard "R-TH" or "RS-10" subdivision identical to the neighboring Burloe and Shady Oaks Subdivisions with no public notice required through a standard subdivision process approved by the Planning Commission.
5. The applicant will have five years from the date of the approval of the Special Use Permit for the Residential Mixed Use Development to record the final plat for subdivision of the subject property, or to obtain site plan approval and a current building permit should no subdivision of land be necessary. Otherwise, the underlying zoning will apply to any future development of the property.

Planning Conditions:

1. The applicant shall show in the future development submittals that the proposed density will not exceed the available sewer and water capacity, and the proposed location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.
2. The applicant shall show in the future plans, adequate guest parking for residential tenants

and residents.

3. The applicant shall show in the future plans, the parking diagram for the townhome lots.
4. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Master Plan with Outline Plan, Construction Plan, and Final Plan with Outline Plan to the Planning Commission, and Site Plan applications for approval by the Planning Commission and Design Review Commission.
5. The applicant should include a phasing plan for the development with the Master Plan submittal with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.
6. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
7. The owner/applicant 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 to allow a Residential Mixed Use Development to be located at 7157 Summer Avenue/Highway 70, incorporating the above listed conditions, is approved.

ADOPTED THIS 10th DAY OF SEPTEMBER, 2024.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

Trassey Evans
3375 Burloe Lane
Bartlett, TN 38133

Director Kim Taylor
Bartlett City Hall Annex
6382 Stage Road
Bartlett, TN 38134
RE: Mixed Use Development at 7157 Summer Avenue

Greetings Director Kim Taylor:

I am writing for my comments to be addressed for a permit for mixed-use development to be located at 7157 Summer Avenue. As a resident of Bartlett, I am against the resolution. Granting this permit could significantly increase traffic in the area, leading to congestion and safety concerns for pedestrians and residents. This permit could potentially cause a strain on infrastructure; such as an increase on utilities, sewage systems, and public services. The mixed-use development may introduce noise pollution from increased human activity. There is also a risk that the mixed development could negatively affect property values in the area, such as overcrowding and/or decline the neighborhood's appeal. In addition, the introduction of a mixed development will alter the character and charm of "Bartlett" which made me purchase my home in the area in the first place. Lastly, additional residents and visitors from a mixed development could exacerbate existing parking problems in the area, making it harder for residents to find adequate parking near their homes. There are more suitable locations for a mixed development other than 7157 Summer Avenue. Thank you in advance for addressing my comments on being against the mixed-use development at 7157 Summer Avenue.

Best regards,



Trassey Evans

Attachment: Trassey Evans 3375 Burloe Ln (3629 : Set a public hearing for Res. 30-24 SUP Residential Mixed Use Development)

INTRODUCTION & COVER LETTER

July 1, 2024

Ms. Kim Taylor
Director of Planning, City of Bartlett
6382 Stage Rd
Bartlett, TN 38134

Re: The 7157 Summer Development
Residential Mixed Use Development

Dear Ms. Taylor,

I am pleased to submit this application for a Residential Mixed Use (RMU) Development at 7157 Summer Ave. This site is currently zoned RS-10 and is situated on the east side of Summer just north of Yale Road. It was once a plant nursery and has had a colorful history. We feel that our RMU development proposes improvements that are in keeping with the intent of City Ordinance 19-04, namely making possible new housing options as well as new commercial amenities for the residents of Bartlett.

The 10.16 acre site is comprised of parcel B0157 00421 and B0157 00422. This combined area is proposed to be divided into two districts, a 6.16 acre commercial district on the Summer Avenue frontage and a 4.00 acre residential district deeper within the parcel. The site is bounded by and/or in proximity to a floodway to the south and backs up to a city owned designated stormwater retention area to the east.

The commercial district has already received a letter of intent from an experienced restaurateur. A restaurant will be planned on the property, likely on the west half of the commercial district. This will provide residents of Bartlett with a family friendly dining and entertainment venue that will include regional cuisine and ample outdoor seating areas among the shade trees. A suitable tenant or tenants will occupy a new building(s) along the Summer Avenue frontage rounding out the district.

The residential district will provide single family housing, townhouses, or a mixture of both on the 4.00 western acres. The setting of this acreage deep within the property and currently surrounded by woods to the north and south is an oasis of sorts. We understand that a future residential development is possible on the separately owned adjacent 9.63 acres to the north (parcel B0157 00419C) and that the possibility also exists for residential development on the property to the south (parcel B0157 00941), but acknowledging the floodway. It is our intention to study the possible connection of these future developments with ours for pedestrians and vehicles alike.

VICINITY MAP



We look forward to discussing this with the City should these possibilities take shape. In the interim, our residential proposal is for a self-contained community as illustrated on the attached concept site plan.

In summary, we believe that the proposed development outlined herein presents the City of Bartlett with an opportunity to achieve the civic, economic, and land use goals enumerated in City Ordinance 19-04 for a site with significant unrealized potential. Additionally, our property meets the ordinance required minimum sizes of 5.0 acre, proposing what will be a vibrant RMU development at a manageable and actionable scale of just over 10 acres.

We very much look forward to working with the City of Bartlett Department of Planning and Economic Development as we work through our RMU development application, as well as Engineering, Code Enforcement, and other city staff personnel as the project(s) move forward.

Sincerely,


Mason Jambon
Southern Ave Land Management LLC

OUTLINE PLAN

I. GENERAL STATEMENT

"The 7157 Summer Development," a 10.16 acre ± tract of land located in Bartlett, Tennessee, is a Planned Development that provides a compatible and complementary mixture of residential products and commercial uses.

It is the intent of the Developer that The 7157 Summer Development maintains an urban neighborhood setting through the use of unifying architectural guidelines and cohesive landscaping criteria. The Outline Plan shall serve as the *land* use and transportation plan for development of the site. It is understood that internal roadways and lot arrangements may be adjusted at the time of final design to take advantage of topography, utilities, storm drainage, detention, and market conditions along with other site considerations.

The Conceptual Development Plan shall serve as the conceptual visual plan for the project as a statement of intent for the development. Due to the size of this project and the necessarily general nature of the Conceptual Development Plan, final plans for each phase will be required.

Prior to the development of a given phase, the Developer will submit to the City of Bartlett for approval a Final Site Plan which will illustrate not only the spatial relationship of areas and lots within the phase to be undertaken, but also how those areas and lots relate to adjacent phases. The plan will further provide a visual statement which outlines how the new phase contributes to the completion of the overall vision. It is the intent of this provision to help assure that each phase develops in a way that aligns with overall development goals, but also allows some flexibility in final design and engineering.

The following general guidelines shape the overall intent of the development:

- A. A Homeowners Association and Business Association shall be maintained to assure that development within the neighborhood is completed to the high standards anticipated by the residents and to assure that all features and amenities of the neighborhood which are considered to be common assets, are continuously maintained in a quality manner. Declarations may be separated between residential uses and the business uses including the mixed-use areas.
- B. The community should be developed so that it not only preserves and protects, but also enhances surrounding property. The 7157 Summer Development will reflect sensitivity to the adjacent land uses.
- C. The proposed internal district boundary between the two districts may shift up to 100' without the need to revise the Outline Plan.
- D. The proposed residential parcels shown in the plan data section below represents the conceptual lot sizes shown in the Conceptual Development Plan. Due to the flexible nature of this Planned Development, as Districts may increase or decrease in size, there is no limit to the number of units or density allowed for any District. Instead, the final number of units provided will be driven by the bulk regulations and parking requirements. Number and types of units will be submitted with Final Plans for each phase.

II. USES PERMITTED

- A. District 1 - Commercial

Uses allowed by the RMU Overlay District, as modified herein. Allowed ground floor Retail/ Commercial/Office uses include:

- 1. Services
 - a. Banks/ Credit Unions (not Consumer Lending)
 - b. Medical Offices and medical clinics (including dental)
 - c. Beauty / Barber Shops
 - d. Personal services including but not limited to physical therapy, therapeutic massage, fitness related services
- 2. Business Offices
 - a. Professional services
 - b. Medical services
 - c. Business services
- 3. Retail
 - a. Grocery and/or Food Market
 - b. Convenience Stores
 - c. Pharmacy /Drug Store
 - d. Florists and Plant Stores
 - e. Liquor and wine store
 - f. Merchandise sales
 - g. Bakeries
- 4. Indoor Recreation
 - a. Fitness Center
 - b. Golf Simulator/Golf Coaching
 - c. Other indoor recreation as approved by the City Planning Staff
- 5. Lodging
 - a. Hotel
- 6. Restaurants (including the sale of alcohol)
 - a. Venues with sit-down dining
 - b. venues including outdoor seating and entertainment
 - c. Venues including drive-thru service
- 7. Other Office Uses, Retail Shops, Sales, and Services, which are similar to those uses described above and which would be typically found in a main street environment, may be approved by the developer and City Planning Staff.

- B. District 2 - Residential

Uses allowed in the RMU Overlay District as modified herein.

- 1. Single-Family detached homes and accessory structures shall be permitted throughout this area. Single-Family lots may be front loaded from publicly accessible streets, gated street, or rear loaded with access from private service drives, as described within this document.
- 2. Attached Townhomes shall be permitted throughout this area as allowed in the RMU Overlay District, as modified herein. Townhomes may be fee-simple lots.
- 3. Additionally, complementary neighborhood uses such as a clubhouse and pool amenity area, along with additional amenities, shall be allowed.

III. BULK REGULATIONS

Development of the neighborhood will be guided by the Outline Plan, and the area use descriptions provided above. Development of individual parcels must be in compliance with the provisions for dimensional regulations and access and circulation conditions provided below.

Other restrictions not specifically addressed here or elsewhere in the conditions (and its attachments) including, but not limited to, setbacks, side and rear yard requirements, minimum lot areas, accessory uses, and parking and loading areas shall be as defined in the City of Bartlett Zoning Ordinance as applicable to the referenced Zoning District for the particular parcel in question. Where provisions of this Outline Plan are in conflict with the above-referenced Ordinance, these provisions shall apply.

- A. Site Plan Data

Development Site Acreage 10.16 acres

- 1. Commercial 6.16 acres
- 2. Residential 4.00 acres

- B. Building Setbacks and Standards

Height limitations as outlined below shall not apply to architectural features.

- 1. District 1 (Commerical)
 - a. Minimum Lot Width TBD
 - b. Minimum Lot Size TBD
 - c. Minimum Front Setback
 - 1. Front-Loaded Lots TBD
 - 2. Rear-Loaded Lots TBD
 - d. Minimum Side Setback (Each Side) TBD
 - e. Minimum Rear Setback
 - 1. Front-Loaded Lots TBD
 - 2. Rear-Loaded Lots TBD
 - f. Maximum Height 2 stories

BULK REGULATIONS (CONTINUED)

- 2. District 2 (Residential)
 - a. Minimum Lot Width TBD
 - b. Minimum Lot Size TBD
 - c. Minimum Front Setback
 - 1. Front-Loaded Lots TBD
 - 2. Rear-Loaded Lots TBD
 - d. Minimum Side Setback (Each Side) TBD
 - e. Minimum Rear Setback
 - 1. Front-Loaded Lots TBD
 - 2. Rear-Loaded Lots TBD
 - f. Maximum Height 2 stories (single story), 3 stories (townhouses)

* Notes: Appurtenances such as bay windows and fireplaces may encroach on any setback by the maximum distance indicated.

- C. Design Standards for District 1

- 1. In general, store fronts shall orient toward a main street or drive.
- 2. Entries: Primary entries shall address a public street, private drive, or designated pedestrian connection. Secondary entries may face parking areas or loading areas.
- 3. Facades: Building facades must be articulated at a minimum with windows, entries, and/ or display bays. Facades shall not consist of an undifferentiated blank wall when facing a public street or sidewalk. Towers or other special vertical elements may be used in a limited fashion to focus views to the area from surrounding streets. Consistent design elements shall be used throughout the storefront area to ensure that the entire mixed-use center functions as a unit.
- D. There shall be no lot coverage limits for any District.

IV. ROADWAYS, ACCESS, AND PARKING

- A. Final improvements (if required) along the property frontage on Hwy 70 will be approved by TDOT.
- B. All public streets interior to the development shall be dedicated and improved in accordance with the 7157 Summer Ave Outline Plan and approved by the City Engineer.
- C. Parking and loading spaces for all Districts shall be in accordance with the City of Bartlett Zoning Regulations. District 2 will follow the Dwellings parking requirements.
- D. All dedicated public improvements required herein shall be made to the specifications of the City of Bartlett, unless otherwise approved.
- E. All corner radii at intersections of public streets within the development may be a minimum of 12' at the face of curb.
- F. Service drives may be a minimum of 20' in width of pavement, with no curb and gutter. All service drives shall be owned and maintained by the Homeowners' Association.
- G. Head-in parking may be provided within the District 1 and District 2 directly off of the ROW of interior public streets in order to provide convenient access.

V. LANDSCAPING AND SCREENING

- A. A Landscape Plan shall be submitted to the City as part of each final plan for development.
- B. The minimum street tree size shall be 2.5 inches in caliper.
- C. Refuse containers and loading areas shall be screened from view of public roadways and residential properties adjacent to the development.
- D. Landscape Plates, including streetscape and buffers, shall be submitted to City for review. Through the Development Agreement process, the Developer may work with City staff to make Landscape Plate modifications.
- E. All required landscaping shall be located on the property such that it shall not interfere with any utility easements and may be altered according to MLGW requirements, including utilization of trees with a smaller mature size than required underneath power lines.
- F. The Development may utilize landscape features such as, but not limited to, masonry columns, icon markers, public art, rail fencing, and ornamental metal fencing as additional streetscape features or entrance treatments at any entrance into the development or into a District. Such features shall be submitted to the City with Final Plans.

VI. SIGNAGE

- A. All signage must be submitted to the City of Bartlett for review and approval prior to sign issuance. Any signs that conform to the Sign Ordinance may be approved administratively.

VII. DRAINAGE FACILITIES & SERVICES

- A. The stormwater drainage system shall be designed and constructed to the drainage design standards of the City of Bartlett stormwater management program and State of Tennessee Department of Environmental Quality.
- B. A Storm Water Pollution Prevention Plan (SWPPP) will be filed with the state authorities prior to commencement of construction.
- C. Grading, drainage, and engineering construction plans to be approved by the City Engineer.
- D. All construction improvements within the development shall be in compliance with erosion and sediment control guidelines and ordinances of the City of Bartlett and the State of Tennessee.

VIII. SANITARY SEWER & SERVICES

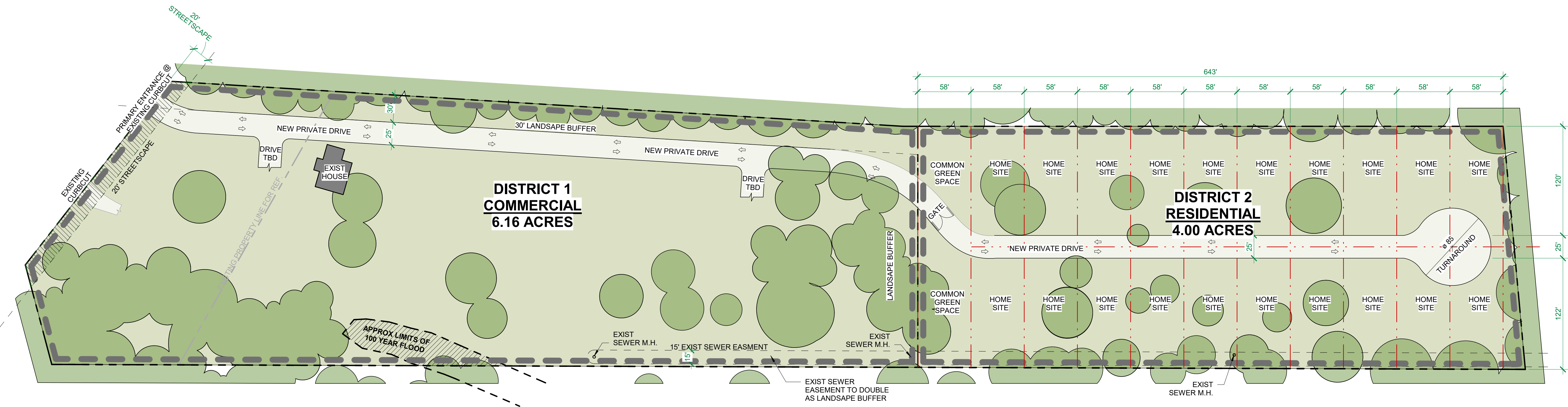
- A. Sanitary sewer improvements shall be provided by the Developer under contract in accordance with the subdivision regulations and specifications of the City of Bartlett and the State of Tennessee.
- B. If required, Sanitary Sewer Plans shall be submitted to the Tennessee Department of Environmental Quality (TDEC) for written approval.

IX. WATER SERVICE / UTILITIES

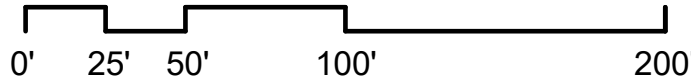
- A. Public water improvements shall be provided by the Developer under contract in accordance with the subdivision regulations and specifications of the City of Bartlett and the State of Tennessee.
- B. All water services shall be constructed in compliance with the City of Bartlett and the State of Tennessee regulations.
- C. All water services located in a private drive or otherwise outside of public right-of-way shall be within a public easement.
- D. All utilities and services (telephone, cable, etc.) to be installed underground, except for any 3-phase electric service.
- E. Street light plans to be submitted for review and approval by City, as part of final plans. At the discretion of the developer, all street lighting within any District or portion of a District may be either an MLGW approved fixture or a private street light as described below: A private street light may be installed at a uniform distance behind the back of curb throughout the District. The lighting will be maintained by the appropriate Owners' Association.

X. DEVELOPMENT PHASING

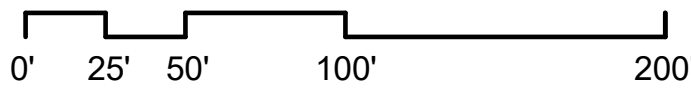
- A. The Preliminary Phasing Plan is subject to change as plans are finalized and as market demands fluctuate. Construction of phases may be singular or a mix to meet current and future market demands.
- B. The order of phases of the Planned Development may be modified by Developer at any time to allow for current and future market demands.
- C. A final site plan/ plat for each phase shall be made in accordance with the City of Bartlett Zoning Ordinance and Subdivision Regulations. A final plan for each area or portion thereof shall be submitted for review by the City of Bartlett Planning Commission in order to establish that it substantially conforms to the conditions of the Union Depot PD Outline Plan.
- D. Changes to lot configuration may occur with the final plans.



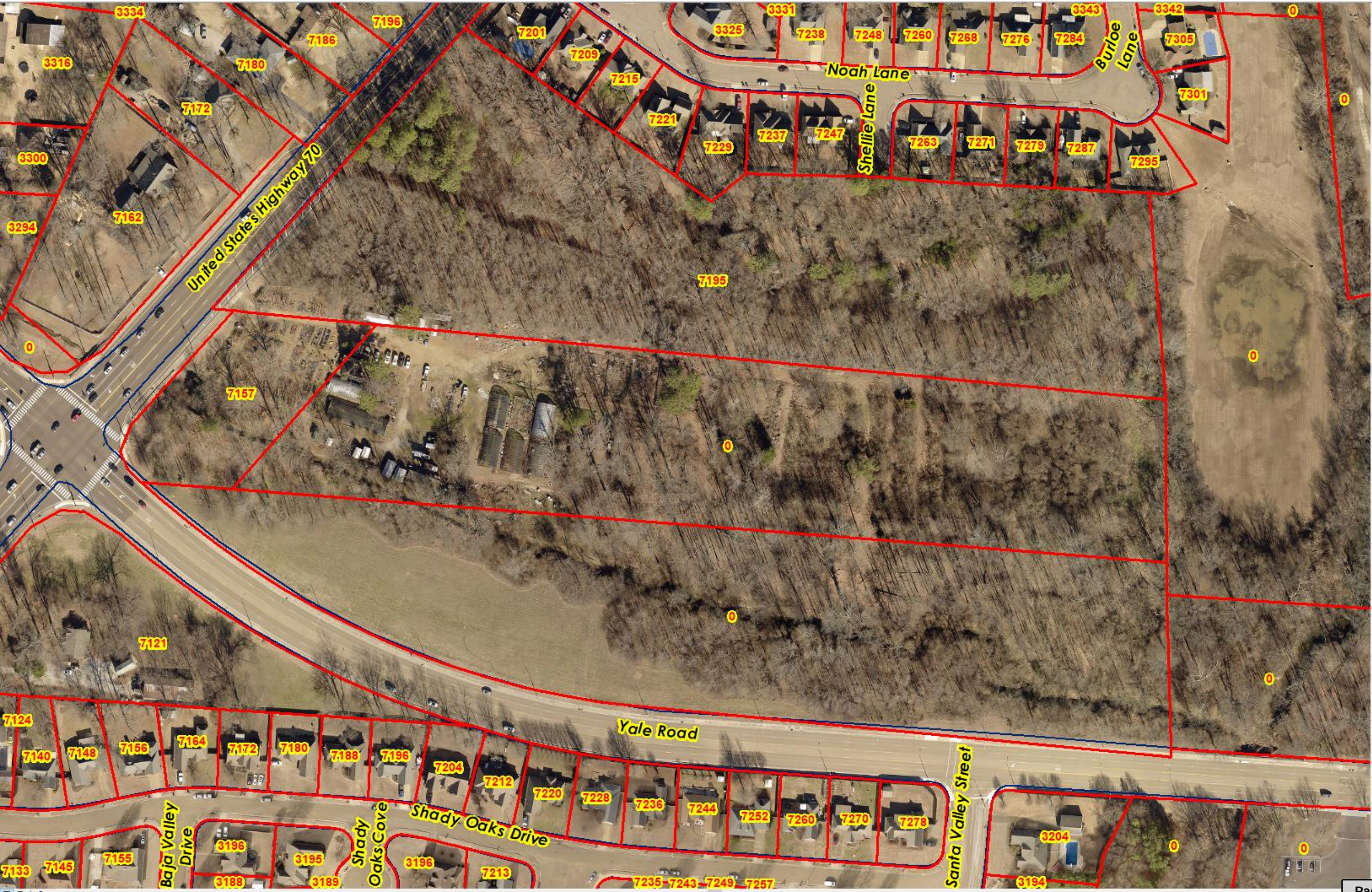
1 MIXED USE RESIDENTIAL - CONCEPT SITE PLAN
1" = 60'-0"

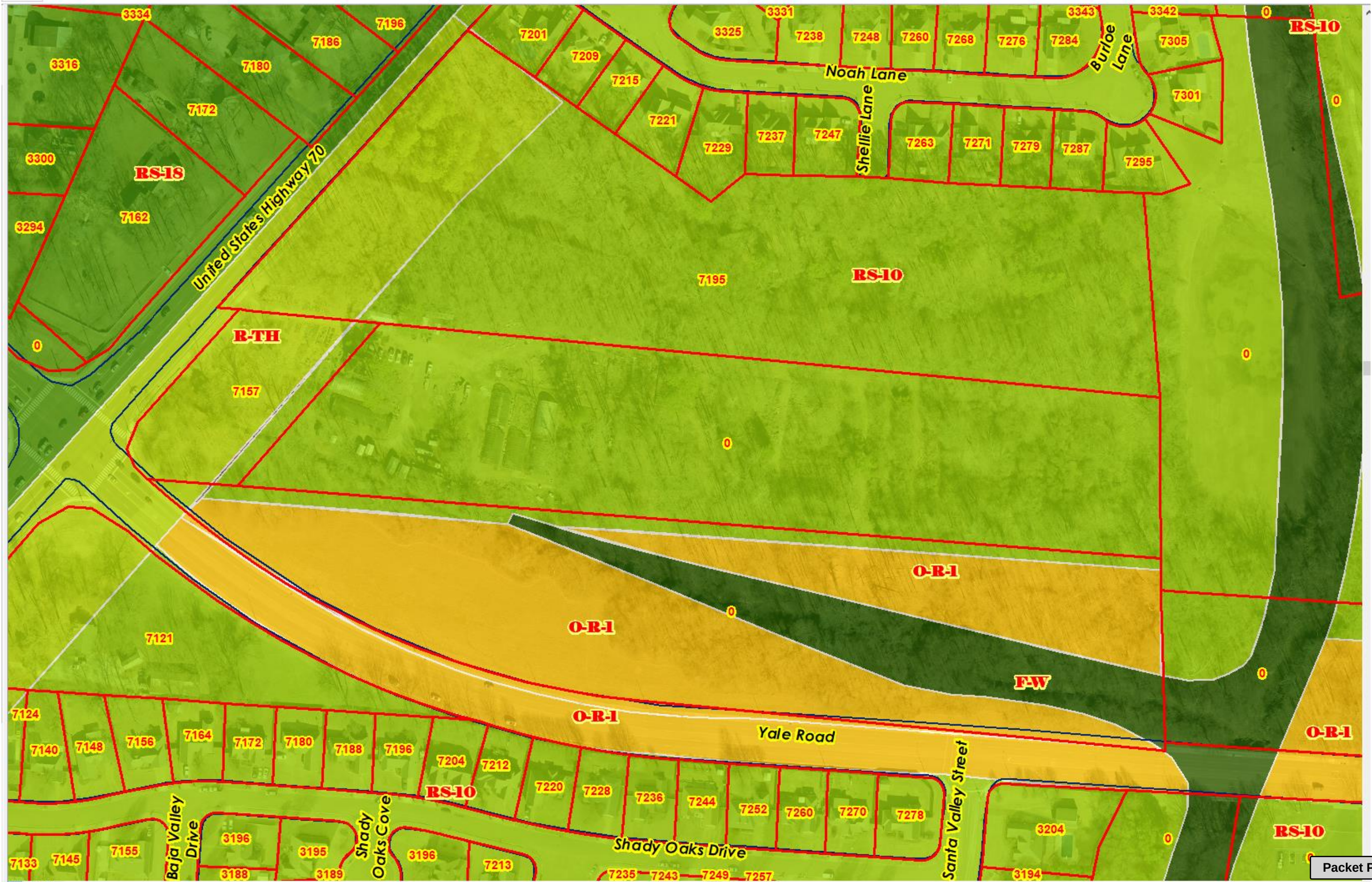


2 AERIAL PHOTO FOR REFERENCE
1" = 60'-0"



RESIDENTIAL MIXED USE DEVELOPMENT - CONCEPT SITE PLAN
7157 SUMMER AVE





Municipal Planning Commission
Minutes
Monday, August 5, 2024 – 6:30 p.m.

The Bartlett Planning Commission (PC) met in the City Hall Assembly Chamber on Monday, August 5, 2024 at 6:30 p.m. for a regularly scheduled meeting.

The following members were present:

Curtis Sigler, Vice Chairman
David Hunt
Jim Lamb
Ken Demetriou
Josh McNeil
John Conroy, Chairman
Greg Easton
Jack Young, Alderman

The following members were absent:

Paul Kaiser

The following staff/advisors were present: Kim Taylor, Director of Planning; Sam Harris, Senior Planner; Leslie Brock, Planner; Melissa McAfee, Administrative Secretary; Trey Arthur, Director of Code Enforcement; John Horne, Director of Engineering; Howard McNatt, Fire Marshall; Craig Jones, Deputy Fire Marshall; and Ed McKenney, City Attorney; Matt Crenshaw, Director of Public Works

Alderman Jack Young opened the meeting with prayer.

The pledge of allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the July 1, 2024 meeting

A motion was made by David Hunt to approve the minutes of the Monday, July 1, 2024 meeting as submitted. Curtis Sigler seconded the motion. Roll Call Vote: all members present voted Yes. Motion carries. Minutes were approved.

NEW BUSINESS

Public Hearing

Special Use Permit

1. Residential Mixed Use Development, 7157 Summer Avenue (Mason Jambon, Southern Ave Land Management LLC)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Mason Jambon, with Southern Ave Land Management LLC, who is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development. The subject property is located at 7157 Highway 70. The subject property has split zoning with the western 200 feet from the Highway 70 frontage within the "R-TH" Townhouse Residential Zoning District and the eastern remainder within the "RS-10" Single Family Residential Zoning District.

BACKGROUND: The subject property is 10.16 acres, and it is the former site of the Bartlett Nursery. In 2019, the City of Bartlett added the Residential Mixed Use Overlay District to Article VI, Section 29 of the Bartlett Zoning Ordinance. The Residential Mixed Use is a site specific special use intended to allow residential uses with mixed uses including commercial and office developments in buildings of two or more stories. The Residential Mixed Use shall be applied for as a Special Use Permit that will be reviewed by the Planning Commission, requiring the final action of the Board of Mayor and Aldermen. The Special Use Permit for the Residential Mixed Use may be allowed in office zoning districts, commercial zoning districts, and residential zoning districts where existing commercial and office zoning directly abuts residential zoning or on lots with combination zoning that includes residential zoning along with commercial, and/or office zoning, and having major and/or minor road frontage.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development on the subject property located at 7157 Highway 70. According to Article VI, Section 29 of the Bartlett Zoning Ordinance, a Special Use Permit is required to move forward with submitting development plans for a Residential Mixed Use Development. The surrounding Zoning Districts are "RS-10" Single Family Residential to the north and east, "O-R-1" Neighborhood Office to the south, and "RS-18" Single Family Residential to the west. The surrounding uses include: residential, nursery, and offices.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions:

General:

1. A Subdivision 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.
2. 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 dhubbard@cityofbartlett.org and ecampbell@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.
3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office.
4. All new utilities shall be underground.
5. There is an existing 8" water line on the west side of Highway 70. A waterline extension must be bored under Hwy70 and may need to be brought through the development and reconnected through another parcel. A fire hydrant will be required within 400' of the proposed building for Phase 1. Commercial fireflows will be required for Phase 1. In addition, a future 12" waterline will need to be installed across the entire frontage on Hwy 70. Certified as-builts will be required on the public water.
6. Since this project is located in the Fletcher Creek Sewer Basin approval for additional connections is dependent on developer receiving written approval from the City of Memphis for new sewer connection.
7. Since this project is located in the Fletcher Creek Sewer Basin the sewer plan of the private underground sewer storage tank and pump station, will require final approval by City of Memphis.
8. A curb cut and access road shall be provided to service the sewer storage tank.
9. A COS will need to be set aside to accommodate the central mailbox location required in all new developments.
10. Detention will be required. Developer's engineer may complete a hydraulic study to determine if there is available capacity in the regional detention basin to the east of this site.
11. Finished floor elevations shall be set for properties near the detention basin.

Planning Comments:

1. The subject property is buffered from the adjacent Burloe and Shady Oaks Subdivisions by the vacant 10 acres north of the subject property and the vacant 9 acres south of the subject property.
2. The applicant intends to work with the adjacent property owner of the vacant 9 acres zoned for Neighborhood Office to obtain additional vehicle access from Yale Road.
3. The applicant does not intend to have access from the vacant residential property and Burloe Subdivision located north of the subject property.

4. The applicant could develop the subject property with a standard "R-TH" or "RS-10" subdivision identical to the neighboring Burloe and Shady Oaks Subdivisions with no public notice required through a standard subdivision process approved by the Planning Commission.
5. The applicant will have five years from the date of the approval of the Special Use Permit for the Residential Mixed Use Development to record the final plat for subdivision of the subject property, or to obtain site plan approval and a current building permit should no subdivision of land be necessary. Otherwise, the underlying zoning will apply to any future development of the property.

Planning Conditions:

1. The applicant shall show in the future development submittals that the proposed density will not exceed the available sewer and water capacity, and the proposed location and intensity of the land use should not cause traffic congestion or preclude the amenities of good housing.
2. The applicant shall show in the future plans, adequate guest parking for residential tenants and residents.
3. The applicant shall show in the future plans, the parking diagram for the townhome lots.
4. Should the Special Use Permit be approved by the Board of Mayor and Aldermen, the applicant shall submit a Master Plan with Outline Plan, Construction Plan, and Final Plan with Outline Plan to the Planning Commission, and Site Plan applications for approval by the Planning Commission and Design Review Commission.
5. The applicant should include a phasing plan for the development with the Master Plan submittal with the intent that Construction Plans, Final Plans, and Site Plans will follow in coordination with each phase.
6. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.
7. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman John Conroy called for questions from the PC for Director Taylor.

Alderman Jack Young asked Director Taylor for confirmation that the property north of the subject property is 10 acres, heavily wooded, and unaffected by tonight's proposal.

Director Taylor answered in the affirmative. That 10-acre parcel is not included in this project. It will be part of the buffer between this project and the residential

neighbors. The applicant has been asked to add a 30-foot landscape buffer on the northern property line in the commercial sector of the subject property.

Mason Jambon, Southern Avenue Land Management LLC, stepped forward.

Mr. Jambon stated that he is in agreement with conditions and comments in the staff report.

David Hunt noted that there has been talk about a restaurant going into this development. Are there any details on what the restaurant might be?

Mr. Jambon stated that he was a partner in Loflin Yard and Railgarten. They are indoor/outdoor establishments that take up approximately 1.5 to 1.75 acres, not including parking. There would be one central building that resembles a barndominium. He envisions a menu with smoked meats, sandwiches, brisket, barbeque, and things like that. There would probably be a front yard with picnic-style tables and string lights. The back yard would probably look similar, with the possible addition of a small stage for bluegrass and acoustic music. He does not see this location being music centric. Loflin Yard does zero music because it is surrounded by apartments. There is more music at Railgarten because it is surrounded by commercial uses.

Mr. Jambon stated that it is better for him business-wise if there is very limited music at this proposed location, because that is an additional expense. This is meant to be just some place people can go with lots of outdoor seating. It will be busiest in spring and fall, and probably less busy in the summer and winter due to the more extreme temperatures.

Mr. Hunt asked how much parking will be required.

Peter Warren, architect, stepped forward.

Mr. Warren stated that some of their sketched concepts have 120 to 150 proposed parking spaces. A building has not been designed, so the parking is just estimated roughly based on possible building footprints right now. They see the building flowing inside and out with sectional glass doors. Care was taken to make sure the large trees are kept, as shown by the large green circles on the plan. There has been no official tree survey yet. Trees are actually good for business and they try to keep as many as possible.

Greg Easton noted that the downtown location has shipping containers as part of the design. Will this location have shipping containers?

Mr. Jambon stated that this location will have no containers. There is a train track that runs right behind the downtown location, which is what inspired the

more industrial container buildout. This is a heavily wooded area. He would prefer it to feel more like you're at somebody's farm. The building will be brick and mortar.

Josh McNeil asked what the distance from the potential restaurant to the potential neighborhood east of the subject property will be. It looks like a considerable distance.

Mr. Warren stated that it would be the equivalent of several football fields in length.

Mr. Jambon stated that if any live music does occur, he would blow the sound back into the restaurant, not toward the proposed homes. There is so much space and trees between the proposed buildings and Summer Avenue.

Administrative Secretary Melissa McAfee stated that the Planning Department did not received one letter in relation to tonight's public hearing.

Trassey Evans, 3375 Burloe Lane:

Greetings Director Kim Taylor:

I am writing for my comments to be addressed for a permit for mixed-use development to be located at 7157 Summer Avenue. As a resident of Bartlett, I am against the resolution. Granting this permit could significantly increase traffic in the area, leading to congestion and safety concerns for pedestrians and residents. This permit could potentially cause a strain on infrastructure; such as an increase on utilities, sewage systems, and public services. The mixed-use development my introduce noise pollution from increased human activity. There is also a risk that the mixed development could negatively affect property values in the area, such as overcrowding and/or decline the neighborhood's appeal. In addition, the introduction of a mixed development will alter the character and charm of "Bartlett" which made me purchase my home in the area in the first place. Lastly,

additional residents and visitors from a mixed development could exacerbate existing parking problems in the area, making it harder for residents to find adequate parking near their homes. There are more suitable locations for a mixed development other than 7157 Summer Avenue. Thank you in advance for addressing my comments on being against the mixed-use development at 7157 Summer Avenue.

The public hearing opened at 6:43 p.m.

Chairman Conroy called for anyone in favor of approval of a favorable recommendation to the Board of Mayor and Aldermen step forward.

Jacqueline Quinn, 4201 Abelia Hill Drive, stepped forward:

Ms. Quinn stated that she has owned her home for over 30 years. She has 11 grandchildren and has been to Railgarten in Midtown. She is happy to see Bartlett growing because right now, she has to go to Germantown, Collierville, or Memphis to spend her money. Railgarten is a wonderful place for a family. They do have some light music, but she has never heard it going on from outside. It is contained in the building and only plays on Friday and Saturday from 8:00 p.m. to 10:00 p.m. Their website tells you whether or not they will have a band that night and who will be playing. She loves that her children and grandchildren can all meet at Railgarten and the young children can just run around freely. You can also bring your dogs. There are all kinds of activities: large playgrounds, beach volleyball, corn hole, and places to sit.

Ms. Quinn made the point that she does not drink alcohol, but still loves this concept. The restaurant serves awesome food and accommodates everyone regardless of whether or not they choose to drink alcohol there. If there was any noise from the families and children playing, the trees and landscaping would absorb it. This is a great opportunity to spend our money in Bartlett. Bartlett also has the finest police department only a minute and a half away from the subject property. Any issues that did arise would be swiftly dealt with. This will not be a honkytonk bar. It will be a place to meet new friends and see old friends.

Juliet Rose, 4201 Abelia Hill Drive, stepped forward:

Ms. Rose stated that she is in the process of growing her family and currently has 3 children. Everywhere fun to go that is child friendly requires payment, and she

would like to give her money to a Bartlett business. The police department is extremely close to the subject property. She would just like to see a place in Bartlett where she can take her kids to have fun together.

A citizen against approval of a favorable recommendation to the Board of Mayor and Aldermen spoke up. Chairman Conroy asked him to come to the microphone.

Stuart Bothwell, 7172 Shady Oaks Drive, stepped forward:

Mr. Bothwell expressed the desire to have better knowledge of what will actually be built on the subject property if the SUP is approved. He would like more detail and wants to know if there will be further public hearings in order to decide if this is going in a good direction or a bad direction.

Chairman Conroy stated that there will be a lot more detail provided, assuming the SUP is approved by the Board of Mayor and Aldermen.

Mr. Bothwell stated that he does not feel he has enough information to decide whether he approves or disapproves of the proposed SUP.

Direct Taylor stated at this time, there is not full detail showing what the Site Plan will be. We have a concept of what is going to happen at this point. If this SUP get approved, the applicant will be required to come back to this commission one time for Master Plan approval, a second time for Construction Plan approval, a third time for Final Plan approval, then for Site Plan approval. They will then have to go before the Design Review Commission for Site Plan approval. These meetings will not be public hearings, but they are always public meetings in which the public is welcome to attend. Each meeting has an open discussion portion at the end where citizens that submit a form prior to the start of the meeting may speak for 3 minutes during that time. Citizens are also always welcome to call the Planning Department or come by the office to inquire about current plans and applications.

If the applicant does not follow the basic concept plan outlined in tonight's application, they would be required to reapply with an amended SUP and there would be another public hearing.

Chairman Conroy called for anyone else speaking in favor of approval of a favorable recommendation to the Board of Mayor and Aldermen step forward.

Alison Franklin, 3399 Burloe Lane, stepped forward.

Ms. Franklin stated that she is the original owner of her home and has lived there for 21 years. Burloe is adjacent to the old Bartlett Nursery (the subject property).

She is very excited to possibly have this facility down the street from her. She is not concerned at all and has been to Railgarten many times. She is not at all concerned about live music or late night activity that the City of Bartlett could not handle. She is excited to have a place in her town where she is not having to get into an Uber or drive herself. She is also looking forward to having a more walkable community and is hoping for sidewalks. That way, neighborhoods around this property could use the sidewalks to walk there and to nearby Union Depot with their families.

Ms. Franklin added that she and her husband are close-by residents of this proposed development and are in support of it. She does not have children, but many of her friends do. This will allow them to spend time with their friends at a place that they can all enjoy with the children.

Angela Halford, 5904 Sycamore Manor Cove, stepped forward.

Ms. Halford stated that she is a Bartlett resident and local business owner. She does not like being a Bartlett resident yet having to spend her money everywhere else. It is disappointing to watch Millington and other surrounding suburbs keep growing while we are so behind. We are very behind every other suburb around us when it comes to growth. This will give everybody around here something to do.

Ms. Halford pointed out that for those that live nearby and worry about noise issues, she lives by Freeman Park, which frequently holds events and concerts. Nobody that lives around Freeman Park has complained about the noise, so she does not see why this would be any different.

Chairman Conroy called for anyone against approval of a favorable recommendation to the Board of Mayor and Aldermen step forward.

Pam Harrison, 3189 Shady Oaks Cove, stepped forward.

Ms. Harrison stated that she has been a Bartlett resident since 1974. She and her husband fell in love with Bartlett because of its small town feel and proximity to things in the Memphis area. They chose Bartlett to raise their children because they felt it was safe and the police department has been very efficient. She previously lived in the area where Yale Road was cut through. Since Yale Road was cut through, the noise level has significantly increased for residents living on Shady Oaks Cove. There is loud noise at night on Summer Avenue and Yale from the drag racing and increased traffic.

Ms. Harrison's opinion is that she is part of a residential neighborhood. They chose that because they wanted it to be a residential neighborhood. They want to keep it that way because they are Bartlett, and that is what Bartlett's been

famous for as long as she can remember. The Union Depot development will have all kinds of venues and areas for people that want to have that kind of an atmosphere and be right up close to it. She is significantly opposed to tonight's proposed development because it would be getting rid of the residential feel in the area. We do have a great police department, but we should not bring in something that could potentially cause them to have to work even harder. There are so many other things that would detract from the family neighborhood that we've grown accustomed to having. She is not opposed to those who are not Christians, but the majority of the neighborhood is Christian, and everybody is there for the same reason, which is peace and quiet.

Teresa Owens, 7196 Shady Oaks Drive, stepped forward.

Ms. Owens stated that the Highway 70/Yale Road traffic light is visible from her home. She is concerned because the applicant talked about the other side of the landscape buffer, but what will it look like from Shady Oaks to Yale Road? Right now, she can see the trees and deer. Noise is also a concern if they add a driveway, because the traffic is already bad. When they bought their home 26 years ago, Yale Road was cut through. There were horses and the area was quiet, which was great for the family. There is now a lot of noise from fire engines and car radios. She is concerned about how much more noise this development will add, because it can already be heard from inside her house with the doors and windows shut.

Paul Whitworth, 3334 Oak Road, stepped forward.

Mr. Whitworth stated that he agrees with Mr. Stuart. Is this to approve a change in zoning? He does not feel he has enough knowledge to understand it. Are they going to serve alcohol? Is there going to be live music?

Mr. Jambon stated that they will serve alcohol and they might possibly have live music.

Mr. Whitworth asked if the music would be outside.

Mr. Jambon stated that there would possibly be bluegrass or acoustic music in the back of the establishment.

Mr. Whitworth asked what the positive for the residents nearby is going to be if we're going to add noise to the area and serve alcohol. We already have a problem with how the kids drive. You're going to serve alcohol at a place, meaning there is going to be more DUIs. The police department is going to have to do that work. Somebody is going to have to present to the residents that live nearby what the positive is. He sees no positive in this development in terms of

what it is going to do to our community. He looks forward to learning more about what Mr. Jambon proposes to do. When does this become a done deal?

Alderman Young stated that tonight, the PC will vote on a favorable or unfavorable recommendation to the Board of Mayor and Aldermen. It will not become done deal until they vote on it after another public hearing. This project has advantages. It will bring a business to Bartlett that is not currently here and a lot of people want.

Ginger Berry, 7229 Noah Lane, stepped forward.

Ms. Berry stated that her property backs up to the land between her lot and the subject property. She bought her home in Bartlett for the small town feel. She does not have a problem with the Railgarten in Midtown, but if you want to go to Railgarten, you should go to Midtown and keep it all in Memphis. Don't put the strain on our police department.

Heather Laroe, 3349 Broadway Road, stepped forward.

Ms. Laroe stated that her greatest concern is not just the noise, but the traffic flow. It is incredibly hard to get out of her neighborhood since Broadway was connected to Yale Road. Broadway is now a through street that people cut through constantly. At 4:00 a.m. she sees people going very fast down Broadway since nobody is outside paying attention. The same problem happens at 8:00 p.m. She is concerned about traffic from Union Depot and all of the newness. She would like to see Union Depot finished before any other new business is opened, because we don't know how we are going to deal with that. Kroger can't handle the people that we have now. It is empty a lot and there are two of them. You're going to bring in all these new families that need groceries and gas. She would like to hold off on anything being torn down and to deal with the business at Union Depot first.

Sandy Whitworth, 3334 Oak Road, stepped forward.

Ms. Whitworth stated that she lives very close to the subject property. 37 years ago, she and her husband bought a house in a residential area. Any time they have looked for housing, they looked in an area that wasn't right up next to commercial businesses because of the problems. There are strangers around all the time, with restaurants in particular. She has friends that live near restaurants and have rodents in their homes now. Music and alcohol are also problems. They did not bargain for a commercial venue of that magnitude being that near to their house when they purchased it. She does not think anybody here tonight bargained for that, and that everybody here is worried about their property value going down. The City may receive more tax dollars, but the property values will be affected.

The public hearing closed at 7:08 p.m.

Mr. Jambon stated that he understand the concerns, specifically about sound and music. He dealt with it at Loflin Yard downtown. There are apartments all around Loflin Yard. The concession he made was that Loflin does not do music outside, which is feasible for this location as well. The concept for the proposed development has never been music centric. It really is meant to be a family friendly place where you come and your kids can play corn hole, beach volleyball, or whatever they want to play outside. Like any other restaurant, they do want to be able to serve beer and wine.

Mr. Jambon would love to be able to field any concern from neighbors. They have a concept of the building and structure that they want to do, but they have not yet drawn it. They could draw in any sort of sound protection, or whatever they need to do. It is bad business to be a nuisance to the surrounding community. From the beginning, the goal has been not to go somewhere that is going to make people mad. This is meant to be the neighborhood place for customers. He agreed to do no outside music at Loflin because there is no buffer between nearby residents and the restaurant. He is open to whatever needs to be done.

Vice Chairman Sigler clarified that all access, parking, and maneuverability will be on the subject property lot. There will not be a line going out onto Summer Avenue.

Mr. Jambon confirmed this. A little over an acre has been designated for access and parking. It is self-contained behind Summer Avenue and was purposefully kept off the frontage on summer in order to avoid being a noise nuisance to residents that live off of summer. The development will be set back 2 or 3 acres from the road frontage.

Vice Chairman Sigler asked what Railgarten's hours of operation are.

Mr. Jambon stated that during weekdays, they between 9:00 p.m. and 10:00 p.m. On weekends, they close between 10:30 p.m. and 11:00 p.m. He believes that nothing good happens after midnight and does not want anybody on his property then. A lot of business happens during the daytime on Saturdays and Sundays. There is a gated-in area with a large playground, so parents can sit and eat while watching their kids play. It is not a bar, but more of an indoor/outdoor eatertainment concept. People come for the experience as much as they come for the food and beverage.

Mr. Warren stated that he was involved with planning Railgarten. This proposed development is not Railgarten. At this location, the theme and inspiration comes from trees, pine needles, and finding a destination in the yard. There will

probably be a central core building set pretty far back from the road. The experience is the blending of outdoor and indoor, with generous porches and lots of transparency. There will be lots of daylighting inside, with sectional glass doors. It will be a place where kids can run around and get lost, but not too lost.

Mr. Easton asked how many square feet the main building will likely be.

Mr. Warren stated that it will probably be about 6,000 square feet.

Mr. McNeil clarified again that tonight's meeting is just to allow the applicant to move from a concept to creating an actual plan. He asked how long Mr. Jambon expects this process to take if the SUP is approved.

Mr. Jambon stated that it can be done in around a year.

Jim Lamb stated that there is no doubt we have some of the best fire protection, police protection, and public works in Bartlett. That comes with a price. To keep it that way, they're going to have to have, and going to want, to improve their status in life. So much of what the City deals with comes down to money. There are two ways for the City to get more money. One of the ways is hated by the Aldermen sitting in the audience tonight: raising property taxes. People cannot stand tax increases. The other way is to increase revenue streams with business. If we don't increase commercial tax revenue streams, money has to come from property tax increases. We need to be thinking forward.

Mr. Lamb added that he has been a Bartlett resident since 1975, back when the population was 2,600. Nobody thought it would veer grow to be over 60,000 and possibly the 10th largest city in Tennessee. We can't be that quaint little town that was used to be decades ago.

Mr. McNeil added that the City did a community survey with the University of Memphis, and the top 3 things respondents said they wanted to see were retail, restaurants, and outdoor entertainment. Based on the survey, exploring these idea is beneficial.

Alderman Young added that when it comes to the empty buildings citizens often refer to, the City does not like them either, but they are not ours. The City does not own those buildings. If someone owns them and can't sell or won't lease them, we can't stop that. Abuelo's was a perfect example. The owner had a number of opportunities to lease the restaurant to other restaurants after it closed, but he wanted so much money for it, those businesses were not willing to go in there. Someone came along and offered to buy it, tore it down, and is now building a car wash there. The City did not do that and we can't control what an individual does with their personal property.

David Hunt made a motion to forward a favorable recommendation for a Special Use Permit to allow a Residential Mixed Use Development on the subject property located at 7157 Highway 70. Curtis Sigler seconded the motion. Roll call vote: All members present voted Yes. Motion carries.

Construction Plan

2. Austin Planned Development Subdivision, Southern Terminus of Christian Lane (David Bray, The Bray Firm)

INTRODUCTION: Director Taylor introduced the application for Mr. David Bray, with The Bray Firm, who is requesting Planning Commission approval of a Construction Plan for the Austin Planned Development. The subject property is located at the southern terminus of Christian Lane from the Elpine Gray Planned Development, and it is within the "RS-15" Single Family Residential Zoning District.

BACKGROUND: On July 10, 2023, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen for the Austin Planned Development. On August 22, 2023, the Board of Mayor and Aldermen approved the Austin Planned Development.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a Construction Plan for the Austin Planned Development. The applicant is proposing the subdivision of 9.82 acres of land into an 18 lot residential planned development with a 1.16-acre common open space lot. The lot sizes will range from 15,030-square feet to 26,566-square feet. The proposed development will blend in with the adjacent residential neighbors by meeting and exceeding the underlying "RS-15" zoning restrictions for lot sizes. Stormwater detention will be handled by a detention basin on the Common Open Space Lot. The proposal provides a temporary turnaround for the future alignment of Shadow Brook Drive to connect to Shadowlawn Place Subdivision should the two large residential lots located between the two subdivisions opt to subdivide their property. Access to the subdivision will be provided by the extension of the Christian Lane street stub from the Elpine Gray Planned Development. The constructions plans for the subdivision include the following: tree protection plans, erosion control plans, grading and drainage plans, and sanitary sewer plans.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A full subdivision contract will be required.
2. All new utilities shall be underground.

3. Handicap ramps are required at street corners.
4. An existing survey/conditions page should be added.
5. This project will not be approved until the required easements from adjacent properties have been obtained and recorded.
6. Easements should be included on all sheets.
7. Plan and profile sheet for off street drainage will be required.
8. Sidewalks for common open space need to be installed before release to buildings.
9. Address all markups.

Plat:

10. A sidewalk chart needs to be added, showing sidewalk width, side and location.
11. Sewer easements needs to be added.
12. Drainage easements need to be added.
13. A temporary easement needs to be added for temporary turn around.
14. A temporary slope easement needs to be added for Lots 11 & 12 for future construction.
15. Show where the permanent SD survey monuments are to be installed.
16. Show COS to be owned and maintained by the HOA.

Planning Comments:

1. The recorded plat for Alpine Gray Planned Development identifies both Christian Lane and Romela Drive as street name options for the street stub to be extended into the proposed residential planned development. However, the street sign installed on site identifies as Christian Lane. Therefore, the plat will be re-recorded to remove any reference to Romela Drive.

Planning Conditions:

1. A Planned Development usually provides common amenities. Staff recommends adding a walking trail around the detention basin on the common open space lot.
2. The applicant shall identify the location for the Post Office required cluster box to the final plat.
3. The applicant shall revise the street names to Christian Lane and Shadow Brook Drive.
4. The applicant shall add a note on the plat that directs future action on removing the temporary turnaround should the adjacent large residential lots subdivide and extend Shadow Brook Drive to Shadowlawn Place Subdivision.
5. The applicant shall provide a tree protection data table that complies with the Tree and Landscape section of the Zoning Ordinance.

6. The resident of Lot 60 of Elpine Gray Planned Development (7603 Romero Drive) has identified the 15", 12", 10", and 8" DBH trees adjacent to the property line as hazardous trees, and the resident would like the developer to remove these hazardous trees.
7. A note shall be added to the plat stating that Austin Planned Development requires a homeowner's association to be formed to maintain all common amenities and features.
8. The applicant must attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
9. The applicant shall make application for Final Plans prior to legally recording this subdivision.
10. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Conroy called for questions from the PC for Director Taylor.

Vice Chairman Sigler asked if some of the lot sizes are smaller than what is typical of the zoning district.

Director Taylor stated that these lots are the same size as what is required by the zoning district. What makes this a planned development is the lot width. The lot widths do not meet the RS-15 requirement of the Bartlett Zoning Ordinance. RS-15 requires a 100-foot lot width. These lots will be around 90 feet wide. The side yard setbacks are also smaller than what is required.

Vice Chairman Sigler asked if the application will have to go to the Board of Zoning Appeals.

Director Taylor stated that it will not, because this is a planned development. The Planned Development application approval process allows for lot characteristics to differ from the bulk regulations of the underlying zoning.

David Bray, The Bray Firm, 2950 Stage Plaza North, stepped forward.

Mr. Bray stated that he is in agreement with conditions and comments in the staff report.

Jack Young made a motion to approve the Construction Plan for the Austin Planned development with conditions and comments listed in the staff report. Josh McNeil seconded the motion. Roll call vote: All members present voted Yes. Motion carries.

Final Plan

3. Austin Planned Development Subdivision, Southern Terminus of Christian Lane (David Bray, The Bray Firm)

INTRODUCTION: Director Taylor introduced the application for Mr. David Bray, with The Bray Firm, who is requesting Planning Final approval of a Final Plan for the Austin Planned Development. The subject property is located at the southern terminus of Christian Lane from the Elpine Gray Planned Development, and it is within the "RS-15" Single Family Residential Zoning District.

BACKGROUND: On July 10, 2023, the Planning Commission approved a favorable recommendation to the Board of Mayor and Aldermen for the Austin Planning Development. On August 22, 2023, the Board of Mayor and Aldermen approved the Austin Planned Development.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a Final Plan for the Austin Planned Development. The applicant is proposing the subdivision of 9.82 acres of land into an 18 lot residential planned development with a 1.16-acre common open space lot. The lot sizes will range from 15,030-square feet to 26,566-square feet. The proposed development will blend in with the adjacent residential neighbors by meeting and exceeding the underlying "RS-15" zoning restrictions for lot sizes. Stormwater detention will be handled by a detention basin on the Common Open Space Lot. Access will be provided by the extension of the Christian Lane street stub from the Elpine Gray Planned Development.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A full subdivision contract will be required.
2. All new utilities shall be underground.
3. Handicap ramps are required at street corners.
4. An existing survey/conditions page should be added.
5. This project will not be approved until the required easements from adjacent properties have been obtained and recorded.
6. Easements should be included on all sheets.
7. Plan and profile sheet for off street drainage will be required.
8. Sidewalks for common open space need to be installed before release to buildings.
9. Address all markups.

Plat:

10. A sidewalk chart needs to be added, showing sidewalk width, side and location.
11. Sewer easements needs to be added.
12. Drainage easements need to be added.
13. A temporary easement needs to be added for temporary turn around.
14. A temporary slope easement needs to be added for Lots 11 & 12 for future construction.
15. Show where the permanent SD survey monuments are to be installed.
16. Show COS to be owned and maintained by the HOA.

Planning Comments:

1. The recorded plat for Elpine Gray Planned Development identifies both Christian Lane and Romela Drive as street name options for the street stub to be extended into the proposed residential planned development. However, the street sign installed on site identifies as Christian Lane. Therefore, the plat will be re-recorded to remove any reference to Romela Drive.

Planning Conditions:

1. A Planned Development usually provides common amenities. Staff recommends adding a walking trail around the detention basin on the common open space lot.
2. The applicant shall identify the location for the Post Office required cluster box to the final plat.
3. The applicant shall revise the street names to Christian Lane and Shadow Brook Drive.
4. The applicant shall add a note on the plat that directs future action on removing the temporary turnaround should the adjacent large residential lots subdivide and extend Shadow Brook Drive to Shadowlawn Place Subdivision.
5. The applicant shall provide a tree protection data table that complies with the Tree and Landscape section of the Zoning Ordinance.
6. The resident of Lot 60 of Elpine Gray Planned Development (7603 Romero Drive) has identified the 15", 12", 10", and 8" DBH trees adjacent to the property line as hazardous trees, and the resident would like the developer to remove these hazardous trees.
7. A note shall be added to the plat stating that Austin Planned Development requires a homeowner's association to be formed to maintain all common amenities and features.
8. The applicant must attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
9. The applicant shall apply to the Design Review Commission for the approval of cluster box, landscaping, walking path and any other common features.

10. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Director Taylor stated that staff would like to add the following conditions: A vicinity map shall be added to the corner of the plat; the location of the mail kiosk required by the United States Postal Service shall be added to the plat; and Planning Condition #1 will say, "A Planned Development usually provides common amenities. Staff recommends adding a walking trail or gazebo around the detention basin on the common open space lot."

David Bray, The Bray Firm, 2950 Stage Plaza North, stepped forward.

Mr. Bray stated that he is in agreement with conditions and comments in the staff report.

Curtis Sigler made a motion to approve the Construction Plan for the Austin Planned Development with conditions of staff and the following additional conditions: A vicinity map shall be added to the corner of the plat; the location of the mail kiosk required by the United States Postal Service shall be added to the plat; and Planning Condition #1 will say, "A Planned Development usually provides common amenities. Staff recommends adding a walking trail or gazebo around the detention basin on the common open space lot." Greg Easton seconded the motion. Roll call vote: All members present voted Yes. Motion carries.

Ordinance Amendment

4. Ordinance 24-09, An Ordinance to Amend the Subdivision Regulations

Director Taylor read the introduction, background, and discussion regarding the proposed Ordinance amendment.

INTRODUCTION: This is a city initiated request to amend Article I, Section 2 Definitions of the Bartlett Zoning Ordinance; and Article IV, Section 12(A) of the Bartlett Subdivision Ordinance, Title 14, Chapter I, Appendix B, of the Codified Ordinances of the City of Bartlett, Tennessee.

BACKGROUND: The City of Bartlett has been utilizing March 6, 1956 as the legal lot of record date. However, Shelby County and other municipalities have revised their legal lot of record dates to coincide with their major revisions approved to their respective Subdivision and Zoning Ordinances. The Planning Commission has reviewed several applications over the past years for minor two lot residential subdivisions as a standard process to legalize buildable lots, and

the City of Bartlett desires to amend the Zoning Ordinance and the Subdivision Ordinance to improve the review process to generate legal lots of record.

DISCUSSION: The proposed Ordinance will amend the Bartlett Zoning Ordinance and Subdivision Ordinance with the following changes: 1) to revise the legal lot of record date to June 1, 1981, 2) to honor the Shelby County revised legal lot of record date of March 1, 1989 for those parcels annexed between June 1, 1981 through December 31, 2012, and 3) to revise the minor two lot (2 lot) subdivision provision for parcels not covered by revision items 1) and 2) shown above.

The amendments are listed below:

Article 1, Section 2 under the heading “*Definitions of Terms Used in This Ordinance*” in the Bartlett Zoning Ordinance the definition of “Lot of Record” shall be replaced by a new definition:

“A lot or parcel of land in a legal subdivision recorded in the Shelby County Register's Office; or a parcel of land described by metes and bounds less than 4-acres recorded by deed in the Shelby County Register's Office on or prior to June 1, 1981 that complies with the City of Bartlett subdivision exemption. Lots recorded in Shelby County annexed into the City of Bartlett through December 31, 2012 may also qualify for the exemption based on the Shelby County exemption date of March 1, 1989, as long as the status if the lot(s) or parcel(s) has not changed since the Shelby County exemption date, and all other City of Bartlett subdivision requirements are satisfied. (Ord. #02-18-Ord #24-09)”

Article I. Purpose, Authority, Jurisdiction and Policy, Section 3§A paragraph shall be replaced in the Bartlett Subdivision Ordinance by:

“Residentially zoned lot(s) or parcel(s) of land may be exempt from Bartlett subdivision regulations when the land to be subdivided is less than four (4) acres and within the Bartlett city limits on or prior to June 1, 1981. Residentially zoned parcels of land that were annexed into the City of Bartlett through December 31, 2012, may also qualify for the exemption based on the Shelby County March 1, 1989 exemption date. The parcel(s) of land must be the "original parcel of record" described in a recorded deed or plat with the same size and lot configuration as originally recorded on or prior to June 1, 1981, or in the case of annexation through December 31, 2012, the Shelby County exemption date of March 1, 1989 will be applied as long as the status if the lots or parcels have not changed since the Shelby County exemption date, and all other City of Bartlett subdivision requirements are satisfied. The recorded deed or plat must be presented at the time of the building application. The lot(s) or parcel(s) of land must also comply with the current bulk regulations of the Bartlett Zoning Ordinance.

Parcels of land that do not qualify for the exemption dates, and need to comply with the Bartlett subdivision regulations may qualify for the minor two lot (2 lot) subdivision provision if the lot(s) or parcel(s) is zoned single family residential. Deferment or waivers from minor improvements such as dedications, road width extensions, sidewalk curb and gutter, and all others will require Planning Commission approval of the minor subdivision with the deferred or waived improvements."

Article II. Procedures for Subdivision Approval, Section 1, General, paragraph shall be replaced in the Bartlett Subdivision Ordinance by:

"The procedures for review and approval of a subdivision and its documentation by recorded plat consists of three (3) separate steps, except for parcels that qualify for the Minor Two Lot Subdivision process. The initial formal step is the preparation of a master plan of a proposed subdivision for submission to the planning commission. The second step is the preparation of a construction plan of the proposed subdivision or sections thereof for review by the city engineer and other agencies as required followed by submission to the planning commission for approval. The third and final step is the preparation of a final subdivision plat with all required certificates for submission to and approval by the planning commission. This final plat becomes the instrument to be recorded in the office of the Shelby County Register when final approval has been attested to by signature of the secretary of the planning commission.

Parcels that qualify for the Minor Two Lot subdivision process will only need to apply for the third and Final Plan step. However, Planning and Engineering staff may require supplemental plans to go with the application. The Final Plan may be administratively approved at the discretion of the Planning and Engineering Staff."

Article IV. Prerequisites to Final Subdivision Approval, Section 8§H4 Sidewalks, Curbs, Gutters, and Handicap Ramps, under the heading *Deferment or Waiver of Installation* in the Bartlett Subdivision Ordinance, section shall be replace by:

"Parcels of land, less than four acres in size, created by deed between June 1, 1981 and January 1, 2009 may file an application for a minor two lot (2 lot) subdivision to be eligible for the issuance of no more than two residential building permits.

Further:

a. The property must be in a zoning district permitting residential use.

- b. The resultant lots are in conformance to all requirements of the zoning ordinance and any other applicable regulations. Determination of minimum lot size is exclusive of any dedication requirement.
- c. The lots shall have direct access to an existing public street, with no new streets proposed.
- d. The Planning Commission may waive street improvements if all required dedication and easements are granted as well as any improvements necessary for safety considerations.
- e. Any extension of utilities to the property are the responsibility of the applicant.
- f. Standard subdivision drawings are required.
- g. The minor two lot (2 lot) subdivision may be administratively approved by Planning and Engineering staff at their discretion. Required variances from the Zoning Ordinance must be approved by the Board of Zoning Appeals prior to Final Plan approval.
- f. Standard subdivision contract is required. The minor two lot (2 lot) subdivision may be submitted as a final plat application provided that the plat complies with all the requirements for final plat submission. (As amended by Ord. #02-18, Dec. 2002, and Ord. #08-13, Jan. 2009)"

Recommendation: Favorable recommendation to the Board of Mayor and Aldermen for approval.

Chairman Conroy asked if this will eliminate 2-lot minor subdivisions.

Director Taylor stated that it will not eliminate them, but it will allow staff to approve them administratively, so they do not have to come before the Planning Commission. This does not mean that they won't be brought before the PC. If there is an application that staff feels they cannot resolve with the applicant, it will be brought before the PC.

Director Taylor added that we have been using Shelby County's legal lot status date of March 6, 1956. Several years ago, Shelby County reset their date to March 1, 1989. The City Attorney at Shelby County told Director Taylor that this date was based on the last time they made major updates to their subdivision ordinance. Bartlett had major updates to their subdivision ordinance on June 1, 1981, so we are resetting our legal lot date to June 1, 1981. Bartlett did a major annexation on December 31, 2012, so lots that were annexed into the City from the County at this time will be subject to the County's legal lot date of March 1, 1989.

Jack Young made a motion to forward a favorable recommendation of Ordinance 24-09, an ordinance to amend Article I, Section 2 Definitions of the Bartlett Zoning Ordinance; and Article IV, Section 12(A) of the Bartlett Subdivision Ordinance, Title 14, Chapter I, Appendix B, of the Codified Ordinances of the City of Bartlett, Tennessee, to the Board of Mayor and Aldermen. Josh McNeil seconded the motion. Roll call vote: All members present voted Yes. Motion carries.

Open Discussion

Chairman Conroy called for any discussion items. Hearing none.

Adjourned at 7:34 p.m.