



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 9, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Andy Thompson, Bartlett United Methodist Church

FUTURE MEETINGS

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

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

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

Bartlett Arts Council, August 16 at 6:30 p.m.

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

RECOGNITIONS

Key to the City and check presentation to Miss Tennessee Grace Burgess

Mayor McDonald presented Miss Tennessee Grace Burgess with a Key to the City and \$5,000 to help with her expenses toward the Miss America pageant. Ms. Burgess thanked Mayor McDonald and the City of Bartlett for the outpouring of community pride. Ms. Burgess attended Bartlett High School and served on the Mayor's Youth Council.

Proclamation of Achievement for Samuel Reddick

Mayor McDonald presented Samuel Reddick with a proclamation of achievement. Mr. Reddick is one of three students in the United States to receive a full ride to any university in the country from the Coolidge Foundation. He attends Evangelical Christian School and lives in Bartlett.

Presentation by Shelby County Trustee David Lenoir

*****Official Business of the Day*******MINUTES ACCEPTANCE****Minutes of the July 26, 2016 Board of Mayor and Aldermen Regular Meeting**

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

CONSENT AGENDA

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

- 1 Special event permit for Judge Freeman Marr Panther Pride 5K Run/Walk. (Jim Brown, Director of Code Enforcement)**
The event will be held on Saturday, October 1 from 8 to 10:30 a.m. W.J. Freeman Park
- 2 Purchase of seven computer workstations and 10 laptops. (Gary Rikard, Chief of Police)**
Recommend purchasing seven computer workstations for Dispatch and 10 laptops for the training room from the HP contract bid at a total cost of \$18,407.00. Funds are available in Account 123.48123.933.
- 3 Purchase two Lucas CPR Devices. (Terry Wiggins, Fire Chief)**
Recommend accepting a quote from Physio Control, Inc. for two Lucas CPR Devices and auxiliary equipment at a total cost of \$29,688.51. Physio Control, Inc. is a sole source provider for this equipment. Funds are available in Account 110.42300.939.
- 4 Bid for City Hall interior renovations. (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Wagner General in the amount of \$437,000.00, plus a contingency amount of \$10,000.00 for a total cost of \$447,000.00. Additionally, award the project's construction management to RossWitt, PLLC in the amount of \$8,865.00. The total cost of this project will be \$455,865.00. Funds are available in Account 311.48311.780.1016.
- 5 Bid for Bond Work in Stonecrest Planned Development (Wade Towles, Assistant Director of Engineering)**
Recommend accepting the lowest bid from Ensco, LLC in the amount of \$88,550.00, plus a contingency amount of \$10,000.00 for a total cost of \$98,550.00. Funds are available in Account 311.48311.780.4476.

- 6 Bid for one 2016 Dodge Ram Truck. (Jim Brown, Director of Code Enforcement)**
Recommend accepting the lowest and best bid for one 2016 Dodge Ram Truck from Homer Skelton CDJ of Millington at a cost of \$22,431. Funds are available in Account 311.48311.785.29117.
- 7 Professional Services contract with Tyler Marketing. (Mark Brown, Chief Administrative Officer)**
Recommend authorizing the Mayor to extend the contract with Tyler Marketing for Fiscal Year 2017 for \$39,000. This contract shall be renewed annually unless terminated by either party. Funds are available in Account 110.41200.179.
- 8 Developer change for Precision Laser Art's site plan contract. (Rick McClanahan, Director of Engineering)**
Request to change the developer of the Precision Laser Art site plan contract to M.D.D. Properties. Previous contracts approved in July 2016 shall be considered null and void. The fee and bond amounts remain the same.
- 9 Drought management plan as required by the Tennessee Department of Environment and Conservation. (Rick McClanahan, Director of Engineering)**
TDEC is requiring all State water utilities to prepare and submit a drought management plan. This plan evaluates the capacity of the system and requires conservation actions based on level of demand. Conservation must begin when the system demand reaches 75 percent of capacity, and increases in severity up to 95 percent of the system. The measures run from voluntary to mandatory.
- 10 Presentation of Debt Obligation Form Related to Capital Outlay Note Series 2016. (Dick Phebus, Director of Finance)**
State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for Capital Outlay Note Series 2016. The attached form reflects the \$1,127,500 CON approved on July 12, 2016.
- 11 Planning Commission Report for August 2016. (Terry Emerick, Director of Planning and Economic Development)**
Item 1 - Bartlett Station Planned Development located at the northwest corner of Sycamore View and Main Street was deferred for 30 days.
Item 2 - Bartlett's drought management plan forwarded to the Board of Mayor and Aldermen for approval.

NEW BUSINESS

- I Resolution 37-16, an initial resolution authorizing the issuance of not to exceed five million nine hundred thousand dollars (\$5,900,000) General Obligation Public Improvement Bonds of the City of Bartlett, Tennessee. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that these funds will cover the City's Capital Improvement Plan Budget for Fiscal Year 2017.

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

- 2 Resolution 38-16, a resolution authorizing the issuance of General Obligation Refunding and Improvement Bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$6,910,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds. (Dick Phebus, Director of Finance)**

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

OPEN DISCUSSION

Tara Hanson voiced her concern regarding courts using the Koran as a reference text in judgments. She requested that Bartlett pass a law that no foreign laws can be upheld within the City. The Mayor said he has asked the City Attorney to research this situation.

Jim Swett, 3734 Oak Bark Lane, does not believe personal fireworks should be shot in densely populated areas. He believes fireworks negatively affect many people and pets, in addition to potential property damage.

Jim Steinbrecher, 3449 Jenny Lane, invited citizens to participate in the inaugural Judge Freeman Marr Panther Pride 5K race on Saturday, October 1 at 8 a.m. at W.J. Freeman Park. All funds raised will go to Bartlett High School athletics programs.

Director of Public Works Bill Yearwood announced that the City would close a portion of Appling Road between Memphis-Arlington and Third Road on August 10, 2016.

Leon Hurd, 6412 Quail Ridge Drive, served as treasurer of the City's golf tournament on May 20. He noted the tournament raised \$7,000 for the West Tennessee Veterans Home.

ADJOURNMENT

Meeting adjourned at 7:34 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 26, 2016 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Father Russell Harbaugh, St. Ann Catholic Church

FUTURE MEETINGS

Bartlett City Board of Education, July 28 at 7 p.m.

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

Planning Commission, August 1 at 7 p.m.

Beer Board, August 2 at 6 p.m.

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

City Beautiful Commission, August 4 at 7 p.m.

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

RECOGNITIONS

Mayor McDonald and the Aldermen recognized several Boy Scouts from Troop 27. The Scouts attended the meeting to earn their Communications and Citizenship in the Community Merit Badges.

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

MINUTES ACCEPTANCE

Minutes of the July 12, 2016 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jul 26, 2016 7:00 PM (MINUTES ACCEPTANCE)

CONSENT AGENDA

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

- 1 Renewal bid for spray and fertilization program for Parks Maintenance. (Shan Criswell, Assistant Director of Parks and Recreation)**
Recommend renewing the bid with Herbi-Systems in the amount of \$62,678.40 for spraying and fertilizing municipal and athletic fields for Fiscal Year 2017. Funds are available in Account 110.44300.265.
- 2 Renewal bid for spray and fertilization program for Bartlett City Schools. (Shan Criswell, Assistant Director of Parks and Recreation)**
Recommend renewing the bid with Herbi-Systems in the amount of \$52,787.50 for spraying and fertilizing athletic fields for Fiscal Year 2017. Funds are available in Account 110.44400.265.
- 3 Bid for rooftop HVAC unit at Bartlett High School. (Dick Phebus, Director of Finance)**
Recommend accepting the lowest bid from Bluff City Fire Protection in the amount of \$36,000. Funds are available in Account 110.41100.897.
- 4 Bid for two rooftop HVAC units for BPACC. (Jason Sykes, Director of BPACC)**
Recommend accepting the lowest bid from Affordable Construction Services at a total cost of \$13,000. Funds are available in Account 110.45400.921.
- 5 Relocation cost related to widening of Old Brownsville Road. (Rick McClanahan, Director of Engineering)**
Request authorization to spend \$14,700 to relocate occupant of rental property being acquired as part of Old Brownsville Road widening. The Federal Uniform Relocation Act dictates that the difference in rent (\$350) be covered by the City for 42 months. Funds are available in Account 311.48311.770.442.
- 6 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2017. (Rick McClanahan, Director of Engineering)**
The City's current number of water system connections is 21,391, at \$1.30 per connection; the City's total is \$27,808.30. Funds are available in account 510.51200.644.
- 7 Site Plan Contract for Precision Laser Art. (Wade Towles, Assistant Director of Engineering)**
The developer, Servco Building Services, LLC and Mark Dickens will pay \$14,798.51 in City fees. The bond is set at \$84,640.27.

Minutes Acceptance: Minutes of Jul 26, 2016 7:00 PM (MINUTES ACCEPTANCE)

8 Planning Commission Report for July 2016. (Terry Emerick, Director of Planning and Economic Development)

Item 1 - Hearing to remove 5.1 acre from Richland Valley, Phase 4 deferred to September meeting.

Item 2 - Hearing to rezone Bartlett Logistics PD was deferred to September meeting.

Item 3 - Subdivision of acre lot, Bartlett Station PD, was deferred to the August meeting.

Item 4 - Site plan for Highway 70 Car Care was approved with conditions.

Item 5 - Site plan for Bartlett Corporate Park East, Lot 13, was approved with conditions.

NEW BUSINESS**I Resolution 34-16, a resolution authorizing the City of Bartlett to participate in the Tennessee Municipal League Pool's "Safety Partners" Matching Grant Program and to provide a matching sum. (Dick Phebus, Director of Finance)**

Mr. Phebus explained that this resolution will allow the City to make application for the grant, and provide for the \$3,000 matching grant, if granted.

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

2 Resolution 35-16, a resolution authorizing the City of Bartlett to accept an Assistance to Firefighters Grant and amend the Fiscal Year 2017 Grant Fund Budget. (Dick Phebus, Director of Finance)

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

3 Resolution 36-16, a joint resolution by the City of Bartlett, Tennessee Board of Mayor and Aldermen and the Bartlett City Board of Education agreeing to one-time expenditures for the Fiscal Year 2017 to fund nonrecurring capital project expenditures. (Dick Phebus, Director of Finance)

The Bartlett City Board of Education approved this resolution at its July 21 meeting. The City funds put toward the Apple computer lease will not be counted toward the Maintenance of Effort amount.

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:07 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jul 26, 2016 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/09/16 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

**Special event permit for Judge Freeman Marr Panther Pride
5K Run/Walk.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



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

W.J. Freeman Park, 2629 Bartlett Blvd 38134
 Address Zip Code

SAT, Oct 1, 2016 8am - 10:30am
 Dates of the Event Hours of the Event

Judge Freeman Marr Panther Pride 5K Run/Walk
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction) in conjunction with
City of Bartlett the Bartlett Festival

Debbie Gelincau / City of Bartlett Jim Steinbrecher / BHS
 Property Owner Address of Applicant
901-734-8139 3868 Stage Rd
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

[Signature] [Signature] 7/20/16
 Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Judge Freeman Marr Panther Pride 5K Run/WALK
 Location: WJ. FREEMAN PARK
 Dates: SAT OCT 1, 2016

Type of special event: (Check one.)

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

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

- | | |
|--|--|
| <p>☒ <i>Public property.</i> Any special event wholly on public streets and right-of-ways or other property of the City, excluding public parks, which special event is allowed specifically or generally by action of the Board of Mayor and Aldermen.</p> <p>☒ <i>Public parks.</i> Any special event held within a public park. (Although exempt from this Section, these types of special events shall be governed by other provisions of the Codified Ordinances regulating conduct in City parks and recreation areas.)</p> <p>☒ <i>City sponsorship.</i> Any special event sponsored or co-sponsored by the City. Such event shall, however, be in compliance with the performance standards in Section 27.F.</p> <p>☐ <i>Special use permit or site plan.</i> Any business already operating under a special use permit or site plan that authorizes the display and sale of outdoor goods or authorizes the operation of any special event as defined herein.</p> <p>☐ <i>Yard sales.</i> Yard sales regulated under Article VI, Section 1 of the Zoning Ordinance.</p> | <p>☐ <i>Auctions/estate sales.</i> Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.</p> <p>☐ <i>Business deliveries.</i> Newspaper delivery or bona fide merchants who deliver goods in the regular course of business.</p> <p>☐ <i>Certain solicitations.</i> Solicitors for charitable, non-profit or religious organizations who go from dwelling to dwelling, business to business, street to street, taking or attempting to take orders for goods, wares and merchandise are exempt from these provisions, provided these organizations meet the Internal Revenue Service Criteria to qualify as a charitable, non-profit or religious organization.</p> <p>☐ <i>First Amendment activity.</i> The dispensing of religious pamphlets or other literature which is protected by the United States Constitution under Freedom of Speech, Religion or Press.</p> <p>☐ <i>Political campaigning.</i> Campaigning for public office.</p> |
|--|--|

Performance standards:

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

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

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

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

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

Conditions

Conditions deemed necessary to ensure compatibility with adjacent land-uses and to minimize potential adverse impacts on nearby uses:

	Required ✓ or X	N/A		Comments
22	✓		Limitations on signs.	
23	✓		Temporary arrangements for parking and traffic circulation.	
24	✓		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25	✓		Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		✓	The posting of security in an amount required by the Permitting Official to help ensure that the operation of the event and the subsequent restoration of the site are conducted according to required special event standards and conditions of approval.	BARTLET Police
27		✓	The provision of traffic control or security personnel to ensure the public safety and convenience.	BARTLET Police
28	✓		Execution of a "Special event agreement" in a form acceptable to the City Attorney to ensure the indemnification of the City and that public property will be protected and/or restored to its condition prior to the special event.	

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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

July 11, 2016

This year, in conjunction with the Bartlett Festival, BBQ Contest & Car Show, we are excited to add the first annual Judge Freeman Marr Panther Pride 5K Run/Walk on Saturday morning to kick off the festival. Working together with Jim Steinbrecher with BHS we hope to make this a special part of the festival honoring the late Judge Freeman Marr.

I am working with Jim to make sure the logistics of adding the run to the festival will go smoothly on Saturday morning.

This is a great way to involve the high school with the City's fall festival.

Debbie Gelineau, Director



Community Relations

1st Annual Judge Freeman Marr Panther Pride 5K Run/Walk
 Saturday, October 1st @ 9AM
 Benefitting Bartlett High School Athletics

In conjunction with the Bartlett Festival, Bartlett High School Athletics will be hosting the newly re-named Judge Freeman Marr Panther Pride 5K on October 1st. Runners will start the race facing southbound on Bartlett Blvd near Magnolia Woods Drive and will follow the course through the neighborhood to the west (see map on next page).

Times are noted approximate* when applicable:

- 6:30a*—Timer arrives
- 6:45*—Volunteers begin arriving
- 7:00*--Race marking cone placement begins
- 7:30—Race-Day Registration/Package Pick-up begins
- 8:30—Race-Day Registration closes
- 8:40—Runner pre-race warm up with Fusion Fitness
- 8:50—Runners to starting line
- 9:00—Start of the Race
- Moon Bounce available for the kids
- 9:05—Race marking cones pick up begins
- 9:30—DJ playing tunes
- 10:00*--Awards
- 10:15—Final Clean up
- 10:30*—Timer and Volunteers exit Park



CERTIFICATE OF INSURANCE

PRODUCER**FOUR-WAY INSURANCE, LLC**

7909 US HWY 70

BARTLETT TN 38133

INSURED**BARTLETT CITY SCHOOL BOARD OF**

5650 WOODLAWN STREET

BARTLETT TN 38134

DATE: 7/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

COMPANIES AFFORDING COVERAGECOMPANY LETTER **A** **TML RISK MANAGEMENT POOL**COMPANY LETTER **B**COMPANY LETTER **C****COVERAGES**

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

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS
A	GENERAL LIABILITY		TML-0651-17	7/1/2016 - 7/1/2017	TORT
	☒ Commercial General Liability				PER PERSON/BODILY INJURY/PERSONAL INJURY
	☒ Claims Made				\$300,000
	☒ Personal Injury Liability				PER OCCUR/BODILY INJURY/PERSONAL INJURY
	☒ Claims Made				\$700,000
	☒ Law Enforcement Liability				PER OCCURENCE/PROPERTY DAMAGE
	☒ Claims Made				\$100,000
					NON TORT
					PER OCCURENCE/EACH OTHER LOSS
					\$1,000,000
A	ERRORS or OMISSIONS LIAB		TML-0651-17	7/1/2016 - 7/1/2017	PER OCCURENCE
	☒ Claims Made				\$1,000,000
	AUTOMOBILE LIABILITY				TORT
	☐ Owned Autos				PER PERSON/BODILY INJURY
	☐ Hired Autos				PER OCCURENCE/BODILY INJURY
	☐ Non-owned Autos				PER OCCURENCE/PROPERTY DAMAGE
	☐ Physical Damage				NON TORT
					PER OCCURENCE/EACH OTHER LOSS
	WORKERS COMPENSATION				WC STATUTORY COVERAGE
	EMPLOYERS LIABILITY				EMPLOYERS LIAB-EACH ACCIDENT
					EMPLOYERS LIAB-DISEASE-POLICY LIMIT
					EMPLOYERS LIAB-DISEASE-EACH PERSON
					BUILDINGS/PERS PROPERTY
					EDP EQUIPMENT
					MOBILE EQUIPMENT
					EQUIPMENT BREAKDOWN
					AUTOMATIC COVERAGES
					EMPLOYEE DISHONESTY
					FORGERY OR ALTERATION
					THEFT, DISAPPEARANCE OR DESTRUCTION
					COMPUTER FRAUD
	PROPERTY & CRIME				
	PROPERTY-PART I				
	Causes of Loss				
	☐ Special				
	☐ Flood				
	☐ Earthquake				
	CRIME-PART II				
	☐ Blanket Crime				

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS.

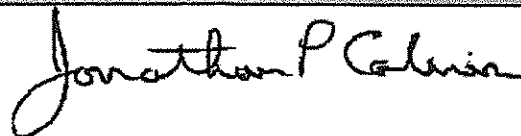
CERTIFICATE HOLDER**City of Bartlett**

6400 Stage Road

Bartlett, TN 38134

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


THE
POOL

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





**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/09/16 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase of seven computer workstations and 10 laptops.

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

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



ONLINE PRICE QUOTATION

Quote Number: 11194762

Quote Name: Laptops and Workstations

Today's Date : 8/2/2016
2:47:42 PM

Quote Created Date : 8/2/2016 2:47:00 PM

Created By:
kfranz@cityofbartlett.org

Contract: NASPO VALUEPOINT PSP (WSCA-NASPO PC)
(MNNVP-133-PSP)

Product availability and product discontinuation are subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number and contract from this quote on the corresponding purchase order.

Special pricing identifier: 94032329

items/description	part no	contract unit price	your unit price	qty	ext price
-Configurable- HP Z440 ENERGY STAR Workstation F5W13AV-1	Base	\$1,061.01	\$1,061.00	7	\$7,427.00
HP Z440 ENERGY STAR Workstation	F5W13AV-1				
ENERGY STAR Qualified Configuration (Energy Star Class W requires selected AVs to contain a W in group 4)	G8U05AV				
HP Z440 525W 85Percent Efficient Chassis	G8T97AV				
HP Z440 Country Kit	F5W14AV#ABA				
Win 10 Pro 64 Downgrade Win 7 64	N2G46AV#ABA				
Intel Xeon E5-1603v3 2.80GHz 10MB 1866 4C CPU	J6S66AV				
AMD FirePro W5100 4GB 4xDP 1st No cables included Graphics	J1P77AV				
16GB DDR4-2133 (2x8GB) Registered RAM	G8U32AV				
Operating System Load to SATA/SAS (Must select Internal Storage)	J9N92AV				
1TB 7200 RPM SATA 1st Hard Drive	J3H78AV				
Slim SuperMulti DVDRW SATA 1st ODD	F5W18AV				
HP USB Keyboard	G8U08AV#ABA				
HP USB Optical Mouse	G8U19AV				
HP Single Unit Packaging	G8U24AV				
HP 3/3/3 Warranty	F5W21AV#ABA				
HP Processor Air Cooling Kit (Must Order	G8U40AV				

Attachment: HP Workstaion and laptop quote (1876 : Dispatch Workstations & Laptops)

with Processor 1)

Configurable -HP ProBook 640 G2 Notebook PC, with Intel® i7-6600U L8U37AV	Base	\$881.00	\$881.00	10	\$8,810.00
HP ProBook 640 G2 Notebook PC, with Intel® i7-6600U, Discrete Graphics (2GB), Wireless WWAN with AMD Litho Pro Graphics	L8U37AV				
Windows 7 Professional 64-bit with Windows 10 Pro 64-bit License	N2T39AV#ABA				
Processor	Included				
Intel i7-6600U (2.6GHz w/Turbo, 4MB L3 Cache) Processor					
Intel Core i7 Label	N4T80AV				
Energy Star Module- Required selection is a Microsoft Operating system is selected.	M6P12AV				
Intel SGX Permanent Disable	M6P15AV				
NO vPro AMT supported Feature	FG972AV				
14" LED HD SVA Anti-Glare enabled for WWAN enabled for Webcam flat (1366x768)	L8U84AV				
Integrated HD Webcam	L8X75AV				
8 GB 2133 DDR4 (1D)	N6E25AV				
500 GB 7200RPM	L8Z32AV				
No Optical Disc Drive	L8Z95AV				
TouchPad Keyboard	L9A07AV#ABA				
Broadcom 943228 802.11 a/b/g/n (2x2) +Bluetooth 4.0	M2K28AV				
No Near Field Communication Module	M2K45AV				
No HP Mobile Broadband	M2K39AV				
No Fingerprint Reader	M2K49AV				
65 Watt Smart nPFC AC Adapter	L8Z92AV				
Power Cord - 1.0 Meters	M3K31AV#ABA				
Destination Country Kit Localization	M2Q15AV#ABA				
3 Cell (48 WHr) Long Life Battery	L8Z94AV				
3/3/0 Warranty	P5W48AV#ABA				
Warranty 3 YR Battery Documentation- - Required if (BATT3yr) and(WARR3yrUS) is selected	B3M72AV				
Drivers for Windows 10 (Recovery Media)	N2T95AV				
Note:	Included				

Additional accessories added from categories below will ship and invoice separately.

Attachment: HP Workstaion and laptop quote (1876 : Dispatch Workstations & Laptops)

9x5 Next-Business-Day On-Site Coverage, 3 Years - (3/3/0 upgrade)	U4414E	\$48.00	\$48.00	10	\$480.00
--	--------	---------	---------	----	----------

HP 3y Nbd Onsite with ADP G2 NB Only SVC	UC279E	\$169.00	\$169.00	10	\$1,690.00
---	--------	----------	----------	----	------------

SubTotal: \$18,407.00

Total : \$18,407.00

Attachment: HP Workstaion and laptop quote (1876 : Dispatch Workstations & Laptops)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Purchase two Lucas CPR Devices.

Requesting authorization to purchase two LUCAS 2.2 Chest Compression Systems and auxiliary equipment. Physio Control, Inc. is the sole-source provider in the hospital (hospitals and hospital-owned facilities) and Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the New LUCAS 2 Chest Compression System.

Funds are available in Account 110.42300.939.

Thank you for your consideration.

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

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for City Hall interior renovations.

The City Hall interior renovations project was advertised in the *Daily News* on May 3, 2016 and was also posted on the City of Bartlett web page. The contractors that picked up Bid Documents are as follows:

Albro Construction Services
Barnes and Brower Inc.
B&B Specialty Contractors
Design Specialties and Construction Inc.
Phoenix Electrics
Sims Cpntrctors
Terry Bell Construction
Wagner General Contractors, Inc.

On June 9, 2016 we received three bids for the construction of the **FY 2016-03-038 Bartlett City Hall Interior Renovations**. The apparent low bidder, Wagner General, submitted a total base bid of **\$437,000.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee, and it concluded that Wagner General Contractors, Inc. has submitted the lowest and best bid. The Committee recommends the City of Bartlett award this contract to Wagner General Contractors, Inc. in the **base bid plus Alternate Bid Item A** amount of **\$437,000.00** plus an additional amount of **\$10,000.00** for items that may need to be added during construction for a total not to exceed **\$447,000.00**. Wagner General Contractors, Inc. has performed work for the City of Bartlett on other projects.

As shown on the attached bid result sheet, this project was bid with several alternative bid items. The Base Bid is for the interior renovations of the Bartlett City Hall Chambers, Alternate Bid Item A was for the interior renovations to the Bartlett City Hall Rotunda area that includes some improvements to the current area used by the public to pay their water bills and also to install a terrazzo seal where the raised area is now. Alternate Bid Item A-I is for the same work but using a bronze seal; Alternate Bid Item B was for the interior ADA renovations to the existing public restrooms; and Alternate Bit Item C was for some interior renovations to the Mayor's Office. Based on the budget available for this project, only the Base Bid and Alternate Bid Item A with the terrazzo seal is being awarded at this time. The other areas may be addressed in the future as funds become available.

Due to budget constraints and since the Alternate Bid Item A included both the area where water bills are paid and the work removing the raised area in the rotunda and the installation of the terrazzo seal, after this has been awarded the City of Bartlett will do a change order to

delete the removal of the raised area in the rotunda and also to delete the installation of the terrazzo seal. This change is estimated to save approximately \$40,000.00 from the contract.

The other items not awarded under this bid will be considered in future budgets and will have to be advertised for bid at the time funding is available.

Funding is available in Account 311.48311.780.1016.

Bidder	Total Base Bid Plus Alternate A
Wagner General Contractors, Inc.	\$437,000.00
Design Specialties and Construction Inc.	\$467,600.00
Barnes and Brower Inc.	\$469,000.00

Ross Witt, PLLC has submitted a fee of \$8,865.00 for the Construction Management of this project. Please award this construction management to the firm of Ross Witt, PLLC. Funding is available in **Account 311.48311.780.1016.**

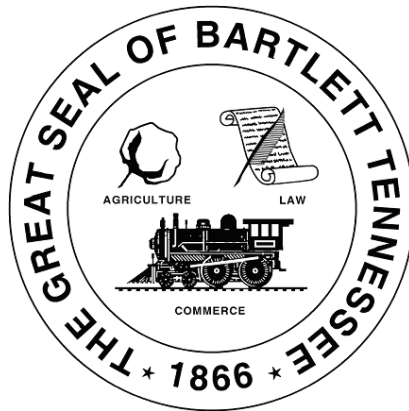
RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Jack Young, Vice Mayor
SECONDER: W.C. Pleasant, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 2, 2016

CITY OF BARTLETT

FINANCE DEPARTMENT
 6400 STAGE ROAD
 BARTLETT, TENNESSEE 38134

A. Keith McDonald, Mayor
 Mark Brown, Chief Administrator Officer
 Dick Phebus, Finance Director
 Rick McClanahan, Engineering Director



April 28, 2016

REQUEST FOR SEALED BIDS

SB # FY2016-03-038

DUE: Thursday, June 2, 2016, no later than 2:00 p.m. (CST)

BARTLETT CITY HALL INTERIOR RENOVATIONS

The City of Bartlett is seeking bids to Renovate the Interior of Bartlett City Hall in accordance with the following bid specifications and associated drawings and technical specifications.

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 2, 2016

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **June 2, 2016**. Sealed bids are to be marked "**FY2016-03-038 BARTLETT CITY HALL INTERIOR RENOVATIONS**" and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason.

There will be a **PRE-BID MEETING** on **May 19, 2016 at 2:00 p.m.** at Bartlett Engineering Office located at 6382 Stage Road, Bartlett, Tennessee. This is a mandatory meeting and all Contractors bidding on the project are required to attend.

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.

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Notice to Bidders.....	NB-1
Table of Contents.....	TC-1
Instructions to Bidders.....	IB-1 to IB-4
General Conditions.....	GC-1 to GC-9
Contract Monitoring.....	CM-1
Title VI Plan.....	Title VI -1 to Title VI-3
Drug and Alcohol Affidavit	DAA-1
Special Conditions.....	SC-1 to SC-2
Special Conditions Sketches.....	SCS-1 to SCS-5
Bid Tabulation.....	BT-1, BT-2, and BT-3
Bid Submittal Forms	BSF-1
Performance Payment Bond	PPB-1 to PPB-3
Notice of Award	NA-1
Notice to Proceed	NP-1
Non-collusion Affidavit of Prime Bidder	NCA-1
Bid Bond	BB-1 to BB-2
Agreement	A-1 to A-3

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 2, 2016

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Project Scope includes Interior Renovations to the existing Bartlett City Hall – including the Board Chamber Room, Rotunda, Restrooms, and Mayor's Offices. The City Hall building located at 6400 Stage Road, Bartlett, TN.

There will be a **PRE-BID MEETING on May 19, 2016 at 2:00 p.m.** at Bartlett Engineering Office located at 6382 Stage Road, Bartlett, Tennessee. This meeting is mandatory and all Contractors bidding on the project are required to attend.

The City of Bartlett will review the bids received and award a contract provided the funding that is available for the project.

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

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 ways 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

There are no alternative bids for this project, but the project will be bid in four separate parts and awarded to one contractor based on lowest and BEST bid received for any combination of the four parts that the City elects to base a contract award upon.

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.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) 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. 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.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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:

Principals: Names
Home Addresses, including City, State and Zip Code
Firm: Name
Address, including City, State and Zip Code

f. Bids to be submitted in sealed envelopes with the following **marked on the outside:**

License: Name of Project
Date of Bid Opening
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 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**. 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.

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, upon request of the City, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

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

There are no Unit Prices.

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. June 2, 2016** 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.
- 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. NON-DISCRIMINATION

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Additionally, the City provides services without regard to race, color, religion, sex, or national origin. The City of Bartlett agrees to comply with Title VI regulations.

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 prosecution 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 sixty (60) 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 or material change in 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 may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation - 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.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

A.4 Business Automobile Liability Insurance - \$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.

A.5 Contractor's 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/\$2,000,000. 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; XCU (Explosion, Collapse, and underground)

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, if applicable All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when prosecution 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.

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. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

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 **one hundred (100) days** after notice to proceed. **Note:** The contractor shall not start any demolition work until approved by the City of Bartlett and the contractor shall provide delivery dates and time for the various items associated with this project. **See SC-1 for details.**

E. CONSTRUCTION ENGINEERING / COORDINATION

E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications.

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.

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 is 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".

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure 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 \$550.00 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 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.

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016

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 ten 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.

GC-6

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016

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.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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 filed, 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.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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, Butabarbital, 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. END

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.

P. FIELD PLANS AND SPECIFICATIONS

P.1 The City of Bartlett will provide the successful bidder with up to (3) three sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 2, 2016

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: _____ Date: _____

Gender: Male _____ Female _____

Race: Caucasian _____

African American _____

Hispanic _____

Other (please specify) _____.

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

CM-1

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?

3. How is Title VI information disseminated to new/current employees? _____

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

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

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.)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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.

Name of Authorized Official

Date

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

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: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

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

State of _____) s.s.
County of _____)

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 2, 2016

SPECIAL CONDITIONS

- There will be a **PRE-BID MEETING on May 19, 2016 at 2:00 p.m.** at Bartlett Engineering Office located at 6382 Stage Road, Bartlett, Tennessee. This meeting is mandatory and all Contractors bidding on the project are required to attend.
- All work done must be in accordance with the City of Bartlett Technical Specifications.
- Contractor will be responsible for obtaining all of the necessary permits **(no fee)** from the Bartlett Code Enforcement Office located at 6382 Stage Road for the building, electrical, plumbing, mechanical and driveways and sidewalks, prior to commencement of work.
- The contractor shall be responsible for blocking off the areas that are being replaced in order to keep traffic off the work area.
- The contractor shall work with the City on the area needed for a dumpster and contractor parking.
- Any concrete slabs removed and replaced shall meet the existing grade of adjacent concrete.
- The contractor is responsible for calling Bartlett Code Enforcement and obtaining all necessary inspections during the project.
- The contractor shall be responsible for keeping the site clean and all debris from the demolition shall be disposed of properly. Note: Contractor must furnish dumpster for all construction debris and **shall not** use any waste containers at City Hall.
- The contractor shall be responsible for any additional costs incurred by the City of Bartlett after the completion date as shown on the Notice to Proceed or as amended by an approved Change Order.
- The Notice to Proceed will be issued in order to allow the contractor to turn in the submittals and order the various materials for the project.
- A new Notice to Proceed and Notice to Start Construction will be given to the contractor and will start the 100 calendar days given for construction.
- In order to reduce the amount of time the existing City Hall Chamber is closed for renovation, the actual demolition of the existing City Hall Chamber will not begin until the materials are delivered for the project.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

- The actual length of time the City Hall Chamber shall be closed shall be negotiated between the City of Bartlett and the contractor, based on the amount of actual demolition and construction time is required by the contractor.
- This is an active building and the restroom facility needs to be closed the minimum amount of time in order to reduce the amount of time the City of Bartlett has to provide temporary restroom facilities and the disruption to the employees and the citizens.
- The demolition in the rotunda area shall be done at night and after normal working hours in order to keep the noise level down during the work day and to keep the disruption to the employees and the citizens to a minimum.
- Before the demolition begins there shall be a meeting with the City of Bartlett and the contractor to discuss the construction activities that are planned and how they will be carried out in order to keep the disruption to the employees and the citizens to a minimum.
- The contractor shall submit a work schedule to be discussed during this meeting in order to try and reduce the effects of this project.
- The contractor shall be responsible for the removal, refinishing and storage of the chairs in the Bartlett City Hall Chamber until they are ready to be re-installed after the new carpet and painting has been completed. The Contractor shall be responsible for replacing any chairs that are damaged during this project. Note there are 146 chairs to be removed and only 123 chairs that are to be refinished and reinstalled.
- The contractor shall be responsible for correctly numbering the chairs that are being removed to help facilitate the re-installation process after the chairs have been refinished.
- The contractor shall be responsible for the repairs of any damaged chairs that are found and that will need to be reused. The contractor shall refinish only the number of chairs that is needed to be installed after the carpet has been installed. Any unused chairs shall become the property of the City of Bartlett.
- Any salvageable materials that are not going to be reused shall become the property of the City of Bartlett and the contractor shall load such items onto truck/trailers provided by the city.
- The contractor shall use caution when doing the demo work in the rotunda area and salvage the black granite from the raised area in the rotunda and from the Information Area. This salvaged material shall become the property of the City of Bartlett so that it can be reused, as needed.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS**
Sealed Bid #: **FY2016-03-038**
Due Date: **June 2, 2016**

BID FORM

TO: **CITY OF BARTLETT, TN**
for the **FY12016-03-038**
PROJECT: **BARTLETT CITY HALL INTERIOR RENOVATIONS**
Bartlett, Tennessee

A. This Bidder hereby acknowledges, attests, certifies, warrants, and assures that:

- 1.** This Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
- 2.** This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
- 3.** Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
- 4.** The person who signs this bid on behalf of Bidder is legally empowered to bind Bidder to a Contract.
- 5.** Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
- 6.** This Bidder has received the following addenda:

Addendum No		dated	
Addendum No		dated	
Addendum No		dated	

B. This Bidder agrees to:

- 1.** Honor this bid for a period of forty five (45) days following the date of the scheduled opening of bids.
- 2.** Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance and other documents related to the contract as required, including, if the Contract Sum exceeds one-hundred-thousand dollars (\$100,000), the Contract Bond.
- 3.** Accomplish the Work in accordance with the Contract Documents.
 - A** Achieve Substantial Completion of the Work 100 calendar days from and including the date stipulated in the Notice to Proceed and the ,
THE NOTICE TO PROCEED with
CONSTRUCTION after the Contract Award.
 - B** Accept the conditions for Liquidated Damages in the amount of \$550.00 per calendar day.

C. BASE BID – BARTLETT CITY HALL CHAMBERS:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and _____/100ths Dollars

\$ _____

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

D. ALTERNATE BID A – BARTLETT CITY HALL ROTUNDA:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

E. ALTERNATE BID B – BARTLETT CITY HALL RESTROOMS:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

F. ALTERNATE BID C – MAYOR'S OFFICE:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

G. BASE BID – PLUS ALL ALTERNATE BIDS A, B, AND C --BEST COMBINATION OFFER TO COMPLETE ALL FOUR PARTS ABOVE SIMULTANEOUSLY:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

Submitted by:

Authorized
signature: _____

Date: _____

Name and title:
(Type or print) _____

On behalf of:
(Name of Bidder) _____

Bidder's address:
(Please give Street _____

and Mailing address
if different) _____

Bidder's
Telephone Number: _____

Bidder's
Fax Number: _____

Print legibly

Bidder's contact's
email address: _____

NOTE: THE BASE BID SHOWN IS FOR THE WORK PERFORMED ON THE EXISTING BARTLETT CITY HALL INTERIOR RENOVATIONS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS SHOWN ON THE PLANS AND ALL ADDENDA

THE CITY OF BARTLETT WILL AWARD THE BASE BID AND ALL OF THE ALTERNATE BIDS A, B, AND C, OR SHALL CHOOSE ONE OR MORE OF THE ALTERNATE BIDS BASED ON THE ACTUAL BIDS FOR EACH ITEM AND THE FUNDING THAT IS AVAILABLE. THE INTENT IS TO DO THE ENTIRE PROJECT AS BID, IF POSSIBLE.

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016

BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Bid Form—BT-1, BT-2 AND BT-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
6. Contract Monitoring –CM-1
7. Past Project References of Similar Work
8. Title VI Plan Forms – Title VI - 1 and Title VI - 2

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

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
 (Name of Contractor)

called "Principal" and _____ of _____,
 (Surety),

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

unto _____ of _____,
 (Owner) (City)

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

_____ Dollars (\$_____) 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 _____, 20____ a copy of
 which is hereto attached and made a part hereof for the construction of:

BARTLETT CITY HALL INTERIOR RENOVATIONS

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 prosecution 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.

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016

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 _____, 20____.

ATTEST:

Pint Name

Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

NOTICE OF AWARD

To:

PROJECT Description: **BARTLETT CITY HALL INTERIOR RENOVATIONS**
Sealed Bid #: FY2016-03-038

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND 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 ____ day of _____, 2016.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

NA-1

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

NOTICE TO PROCEED

TO:

**PROJECT: BARTLETT CITY HALL INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on or before _____, 2016 and you are to complete the WORK within 160 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2016.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

State of _____) S.S.
County of _____)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ as Principal, and

_____ as Surety, are hereby held and firmly
bound

unto _____ 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 _____ day of _____, 20____.

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 _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or

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

BB-1

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their

hands and seals, and such of them as are corporations have caused their corporate seals to be hereto

affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name_____

_____(L.S.)
Principal

Surety

By: _____

Print Name:_____

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.

BB-2

AGREEMENT

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

THIS AGREEMENT, made this ____ day of _____, 2016 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) 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 FY2016-03-038, Bartlett City Hall Interior Renovation.
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 and will complete the same within 160 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, 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) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

A-1

(J) Notice of Award

Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

(K) Notice To Proceed

(L) Change Order

(M) DRAWINGS prepared by _____, numbered ____ through _____, and
dated _____, 2016.

(N) SPECIFICATIONS prepared or issued by _____
dated _____, 2016.

(O) ADDENDA:

NO. _____, Dated _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated. _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

NO. _____, Dated _____, 2016

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.

9. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

10. The City will provide the contractor with up to (3) three sets of plans and specifications
Any additional sets will be provided at the cost of reproduction.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 2, 2016**

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: _____

PRINT NAME: A. Keith McDonald

(SEAL)

TITLE: Mayor, City of Bartlett

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

PRINT
NAME: _____

TITLE: _____

(SEAL)

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

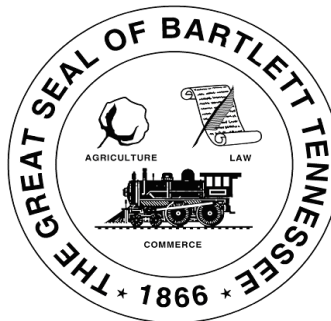
Attachment: FY2016-03-038 BARTLETT CITY HALL INT REN bid (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director**



April 12, 2016

BARTLETT CITY HALL INTERIOR RENOVATIONS

BID NUMBER SB # FY2016-03-038

ADDENDUM # 1

June 1, 2016

The following clarifications and changes shall be made a part of the Contract Documents.

This Addendum consists of four (4) pages and three (3) attachments.

I. General Clarifications

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 9, 2016

Item 1: The Bid is due **Thursday, June 9, 2016, no later than 2:00 p.m. (CST) in lieu of Thursday June 2, 2016**

Item 2: All questions need to be sent to Wade Towles at wtowles@cityofbartlett.org by Friday, June 3, 2016.

Item 3: All work in the **ROTUNDA** and the **MAYORS OFFICE** will need to be completed after business hours.

Item 4: The AV contractor and ALL AV equipment will be part of a separate bid and not a part of this project.

Item 5: Revised Bid Form is attached to allow for alternate price for BRONZE MEDALION in the Rotunda. Attachment 1.

Item 6: The contractor that is awarded the contract for the renovations of Bartlett City Hall shall provide temporary walls as required to ensure the safety of Bartlett Employees and The Public during the renovation process.

II. Architectural

Item 7: The model number of the four additional auditorium seats for the Council Chambers will be issued in an addendum by June 6, 2016.

Item 8: The gate in the Mayor's Office will have a Magnetic Lock that is controlled with a remote release button. The power for the lock will come through the low wall to the gate. The lock selection and how it will be mounted will be finalized in the shop drawing process. The Gate will swing in the direction as shown on the drawings.

Item 9: The gates in the Council chambers will not latch and will swing in the direction as shown on the drawings.

Item 10: The stain color of the Marlite Panels for the Mayor's Office and the Council Chambers is a custom color provided by the manufacturer. The panels will be prefinished.

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

Item 11: The wood gates in the council Chambers and the Mayor's Office can be made by Marlite or by local mill shop but they must match the finish, color and quality provided by Marlite.

Item 12: The Marlite Map System does not have to be used for the low walls in the Council Chambers and the Mayor's Office. A local mill shop can produce the millwork. The millwork must meet the requirements of AWI PREMIUM QUALITY and must meet the DESIGN and QUALITY INTENT. The low walls and dais shall look like fine furniture.

Item 13: The Marlite MAP System does not require a fire rating.

Item 14: Bullet Resistant material – Armortex UL listed Bullet Resistant Fiberglass panels or approved equal.

Item 15: The GC needs to take all precautions to locate any items that are located below the slab before installing the required steel tubes in the Council Chambers and The Mayor's Office. If any item is damaged the GC will be responsible for the repair.

Item 16: There is no specific process required for the adhesion on the paint on the stained wood trim in the Council Chambers. However, it is the responsibility of the GC to ensure the paint will adhere properly and will easily not peel in the future.

Item 17: The high ceiling in the Rotunda does not get repainted

Item 18: As-built drawings for the planter in the Rotunda attached. Attachment 2. The existing drain will need to be capped. There are 2 existing outlets in the planter. These need to be relocated to the floor in the new terrazzo area surrounding the seal.

Item 19: There should be approximately three (3) colors of terrazzo for the seal. The background of the seal will be a light color, the text and images on the seal will be a dark color and the area surrounding the seal will be a medium contrasting color.

Item 20: All Grout needs to be EPOXY - Laticrete 2000 IG (industrial Grade)

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016

Item 21: Council Chambers Ceiling Tile - USG Mars High NRC 24 x 24 x 7/8 is acceptable in lieu of Armstrong Optima 24 x 24 x 3/4

Item 22: All Sconces in the Rotunda and connecting corridors shall be replaced. There are 8 Sconces in the Rotunda that shall be replaced with fixture F1 as shown on E2.1. There are 6 sconces in both the North and South corridors that shall be replaced with F2. These are not shown in the drawings. There are a total of 20 sconces that will be replaced in the Rotunda.

III. Engineering

Item 23: Fixture F1, F2 and FE revised. Sheet E0.1 Attachment 3

Item 24: On sheet E1.1 the key note 1. is referencing a photo cell that will control the light for the back lighting of the window that is presently located in the Council Chambers. (This window will be covered in the Chambers and will only be visible from the outside of the building as part of this project.)

Item 25: Council Chamber Floor Outlet specification will be will be issued in an addendum by June 6, 2016.

All other bid specifications and drawings are to remain the same.

End of ADDENDUM No. 1

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

Attachment 1 page 1

BID FORM

TO: **CITY OF BARTLETT, TN**
for the **FY12016-03-038**
PROJECT: **BARTLETT CITY HALL INTERIOR RENOVATIONS**
Bartlett, Tennessee

A. This Bidder hereby acknowledges, attests, certifies, warrants, and assures that:

- 1.** This Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
- 2.** This Bidder shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.
- 3.** Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
- 4.** The person who signs this bid on behalf of Bidder is legally empowered to bind Bidder to a Contract.
- 5.** Bid Security, in the amount of five percent (5%) of the total amount bid, is attached hereto.
- 6.** This Bidder has received the following addenda:

Addendum No	_____	dated	_____
Addendum No	_____	dated	_____
Addendum No	_____	dated	_____

B. This Bidder agrees to:

- 1.** Honor this bid for a period of forty five (45) days following the date of the scheduled opening of bids.
- 2.** Enter into and execute a contract, if presented on the basis of this bid, and furnish certificate(s) of insurance and other documents related to the contract as required, including, if the Contract Sum exceeds one-hundred-thousand dollars (\$100,000), the Contract Bond.
- 3.** Accomplish the Work in accordance with the Contract Documents.

A Achieve Substantial Completion of the Work 100 calendar days from and including the date stipulated in the Notice to Proceed and the ,
THE NOTICE TO PROCEED with
CONSTRUCTION after the Contract Award.

B Accept the conditions for Liquidated Damages in the amount of \$550.00 per calendar day.

BT-1

Bartlett City Hall Interior Renovations - Addendum Number 1

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

Attachment 1 page 2

C. BASE BID – BARTLETT CITY HALL CHAMBERS:

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

D. ALTERNATE BID A – BARTLETT CITY HALL ROTUNDA with Terrazzo Seal

This Bidder agrees to complete the Work of the Alternate Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

ALTERNATE BID A1 – BARTLETT CITY HALL ROTUNDA with Bronze Seal

This Bidder agrees to complete the Work of the Alternate Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

E. ALTERNATE BID B – BARTLETT CITY HALL RESTROOMS:

This Bidder agrees to complete the Work of the Alternate Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

Attachment: Addendum No. 1 and attachments--Bartlett City Hall (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

Attachment 1 page 3

F. ALTERNATE BID C – MAYOR’S OFFICE:

This Bidder agrees to complete the Work of the Alternate Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

G. BASE BID – PLUS ALL ALTERNATE BIDS A, B, AND C --BEST COMBINATION OFFER

TO COMPLETE ALL FOUR PARTS ABOVE SIMULTANEOUSLY:

This Bidder agrees to complete the Work of the Alternate Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

H. BASE BID – PLUS ALL ALTERNATE BIDS A1, B, AND C --BEST COMBINATION OFFER

TO COMPLETE ALL FOUR PARTS ABOVE SIMULTANEOUSLY:

This Bidder agrees to complete the Work of the Alternate Bid for this project for the lump sum of (show amount in both words and figures):

_____ and ____/100ths Dollars

\$ _____

Attachment: Addendum No. 1 and attachments--Bartlett City Hall (1853 : Bid for Bartlett City Hall Interior Renovations)

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

Attachment 1 page 4

Submitted by:

Authorized
signature: _____

Date: _____

Name and title:
(Type or print) _____

On behalf of:
(Name of Bidder) _____

Bidder's address:
(Please give Street _____

and Mailing address
if different) _____

Bidder's
Telephone Number: _____

Bidder's
Fax Number: _____

Print legibly

Bidder's contact's
email address: _____

NOTE: THE BASE BID SHOWN IS FOR THE WORK PERFORMED ON THE EXISTING BARTLETT CITY HALL INTERIOR RENOVATIONS IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS SHOWN ON THE PLANS AND ALL ADDENDA

THE CITY OF BARTLETT WILL AWARD THE BASE BID AND ALL OF THE ALTERNATE BIDS A or A1, B, AND C, OR SHALL CHOOSE ONE OR MORE OF THE ALTERNATE BIDS BASED ON THE ACTUAL BIDS FOR EACH ITEM AND THE FUNDING THAT IS AVAILABLE. THE INTENT IS TO DO THE ENTIRE PROJECT AS BID, IF POSSIBLE.

BT -4



21 JAMB DETAIL @ FIRE SHUTTER

65 UNION AVENUE
COTTON EXCHANGE BUILDING
MEMPHIS, TENNESSEE, 38103 / 901-525-4446

A5

PROJECT NO. 8713 DATE 3/14/88

A5

LIGHTING FIXTURE SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	LAMP	FINISH	MOUNTING	REMARKS
A	2' X 4' LAY-IN FLUORESCENT	KEENE LIGHTING # MPS2T6D440	4-40RS	WHITE ENAMEL	RECESS IN CEILING	
B	2' X 4' LAY-IN FLUORESCENT	KEENE LIGHTING # MPS2T6D340	3-40RS	WHITE ENAMEL	RECESS IN CEILING	
C	2' X 4' LAY-IN FLUORESCENT	KEENE LIGHTING # MPS2T6D240	2-40RS	WHITE ENAMEL	RECESS IN CEILING	
D	2' X 2' LAY-IN FLUORESCENT	KEENE LIGHTING # MPS2T6D2U4	2-40CW U6	WHITE ENAMEL	RECESS IN CEILING	
E	INCANDESCENT DOWNLIGHT	CAPRI-LITE # AE011-T112	1-150W R-40	CLEAR ALZAK	RECESS IN CEILING	
F	INCANDESCENT WALL-WASHER	CAPRI-LITE # AE75X-T075	1-150W R-40	CLEAR ALZAK	RECESS IN CEILING	
G	INCANDESCENT DOWNLIGHT	CAPRI-LITE # AE011-T112	1-100W R-40	CLEAR ALZAK	RECESS IN CEILING	
H	4' WALL-MOUNT FLUORESCENT	LINEAR LIGHTING # S1248	2-40RS	WHITE ENAMEL	MOUNT ON WALL	
J	1' X 4' LAY-IN FLUORESCENT	KEENE LIGHTING # MPS1F2D240	2-40RS	WHITE ENAMEL	RECESS IN CEILING	
K	H.I.D. DOWNLIGHT	CAPRI-LITE # HS014-T051Q	1-100W H.P.S.	BLACK BAFFLE	RECESS IN CEILING	
L	ROTUNDA DOWNLIGHT	CAPRI-LITE # AE009-T10T	1-75W R-30	BLACK BAFFLE	RECESS IN CEILING	
M	HALLWAY INCANDESCENT	VISA # CB921	1-300W QUARTZ	POLISHED BRASS	WALL-MOUNT 9'-6" A.F.F.	MODIFY WITH LENSED BOTTOM
P	COUNCIL CHAMBER INDIRECT	VISA # CB921	1-500W QUARTZ	POLISHED BRASS	WALL-MOUNT 11'-6" A.F.F.	MODIFY WITH 1-500W QUARTZ
S	PORCELAIN SOCKET	BRYANT # 5228	1-100W A-19	WHITE PORCELAIN	WALL-MOUNT 6'-0" A.F.F.	
T	ROTUNDA INDIRECT	VISA # CB921	1-500W QUARTZ	POLISHED BRASS	WALL-MOUNT 11'-0" A.F.F.	
V	2' X 4' LAY-IN FLUORESCENT	KEENE # TA2TVA340	3-40RS	WHITE ENAMEL	RECESS IN CEILING	PROVIDE A.L.P. LIGHTING # PL1-24SP-S LOUVER
W	2' X 4' LAY-IN FLUORESCENT	KEENE # TA2TVA240	2-40RS	WHITE ENAMEL	RECESS IN CEILING	PROVIDE A.L.P. LIGHTING # PL1-24SP-S LOUVER
Y	SINGLE POLE-MOUNT EXTERIOR LIGHT	KIM LIGHTING # WTC300-250HPS208-DBE-PB20-51880BE	1-250W H.P.S.	DARK BRONZE	FLUSH MOUNT ON 20' POLE	PROVIDE KIM # PB20-5188 20' POLE SEE SHEET E-3 FOR MNTNG. DETAIL
Z	DOUBLE POLE-MOUNT EXTERIOR LIGHT	KIM LIGHTING # 2BWT300-250HPS208-DBE-PB20-518820BE	2-250W H.P.S.	DARK BRONZE	FLUSH MOUNT ON 20' POLE	PROVIDE KIM # PB20-5188 20' POLE SEE SHEET E-3 FOR MNTNG. DETAIL
AA	36" TALL WALKWAY BOLLARD	EMCO # BR8C-100S-120-36AB	1-100W H.P.S.	DARK BRONZE	SURFACE OF GRADE	SEE SHEET E-3 FOR MOUNTING DETAIL
BB	FLAG POLE LIGHT	IMPERIAL BRONZELITE # G515MV-CBSO-HPF	1-175W MERC. VAPOR	BRONZE	FLUSH WITH WALKWAY	PROVIDE HIGH POWER FACTOR BALLAST
CC	GROUND-MOUNT SPOTLIGHT	McGRAW-EDISON # FL1831	1-150W H.P.S.	DARK BRONZE	SURFACE OF GRADE	PROVIDE McGRAW-EDISON # FA63 PARAPET BRACKET
OO	BATTERY-POWERED EMERGENCY LIGHT	DUAL-LITE # ML-2SI	2-7.2W 6VDC	BEIGE ENAMEL	WALL MOUNT 7'-0" A.F.F.	
●	CEILING-MOUNT EXIT LIGHT	DEVINE # UB120SG-DVUB180EM	2-20W T6.5VDC	BRUSHED ALUMINUM	MOUNT ON CEILING	GREEN STENCIL
●	WALL-MOUNT EXIT LIGHT	DEVINE # UB120SG-DVUB180EM	2-20W T6.5VDC	BRUSHED ALUMINUM	MOUNT ON WALL	GREEN STENCIL

PANELBOARD SCHEDULE

PANEL	MOUNTING	SYSTEM	VOLTAGE	MAINS		BRANCH CIRCUIT BREAKERS			REMARKS
				BUS	BREAKER	TOTAL	TRIP/POLES	LOAD	
LA	SURFACE	3ø, 4W	120/208V	225A	M.L.O.	27	20/1	LIGHTS	
						3	20/1	DIMMING SYSTEM	
						6	20/1	SPARES	
						6	1-POLE	SPACE W/BUS	
LB	SURFACE	3ø, 4W	120/208V	225A	M.L.O.	4	20/1	EXTERIOR LIGHTS	
						2	20/2	EXTERIOR LIGHTS	
						10	20/1	ROTUNDA LIGHTS	
						1	20/1	FOUNTAIN	
						1	20/1	EXIT LIGHTS	
						10	20/1	SPARES	
						12	1-POLE	SPACE W/BUS	PROVIDE LOCKING DEVICE
RA	SURFACE	3ø, 4W	120/208V	225A	M.L.O.	31	20/1	RECEPTACLES	
						1	20/1	SOUND SYSTEM	
						1	20/1	KITCHEN	
						3	20/1	SPARES	
						6	1-POLE	SPACE W/BUS	
RB	SURFACE	3ø, 4W	120/208V	400A	M.L.O.	1	30/3	RTU-1	
						2	40/3	RTU-5, RTU-6	
						2	50/3	RTU-2, RTU-3	
						3	60/3	RTU-4, RTU-7, RTU-9	
						1	70/3	RTU-8	
						1	20/1	EF-1, EF-2, EF-3, EF-4	
						1	20/1	FIRE ALARM CONT PNL	
						1	20/1	IRRIGATION PANEL	
						1	20/1	TELEPHONE BOARD	
						5	20/1	SPARES	
						6	1-POLE	SPACE W/BUS	PROVIDE LOCKING DEVICE

DISTRIBUTION PANEL SCHEDULE

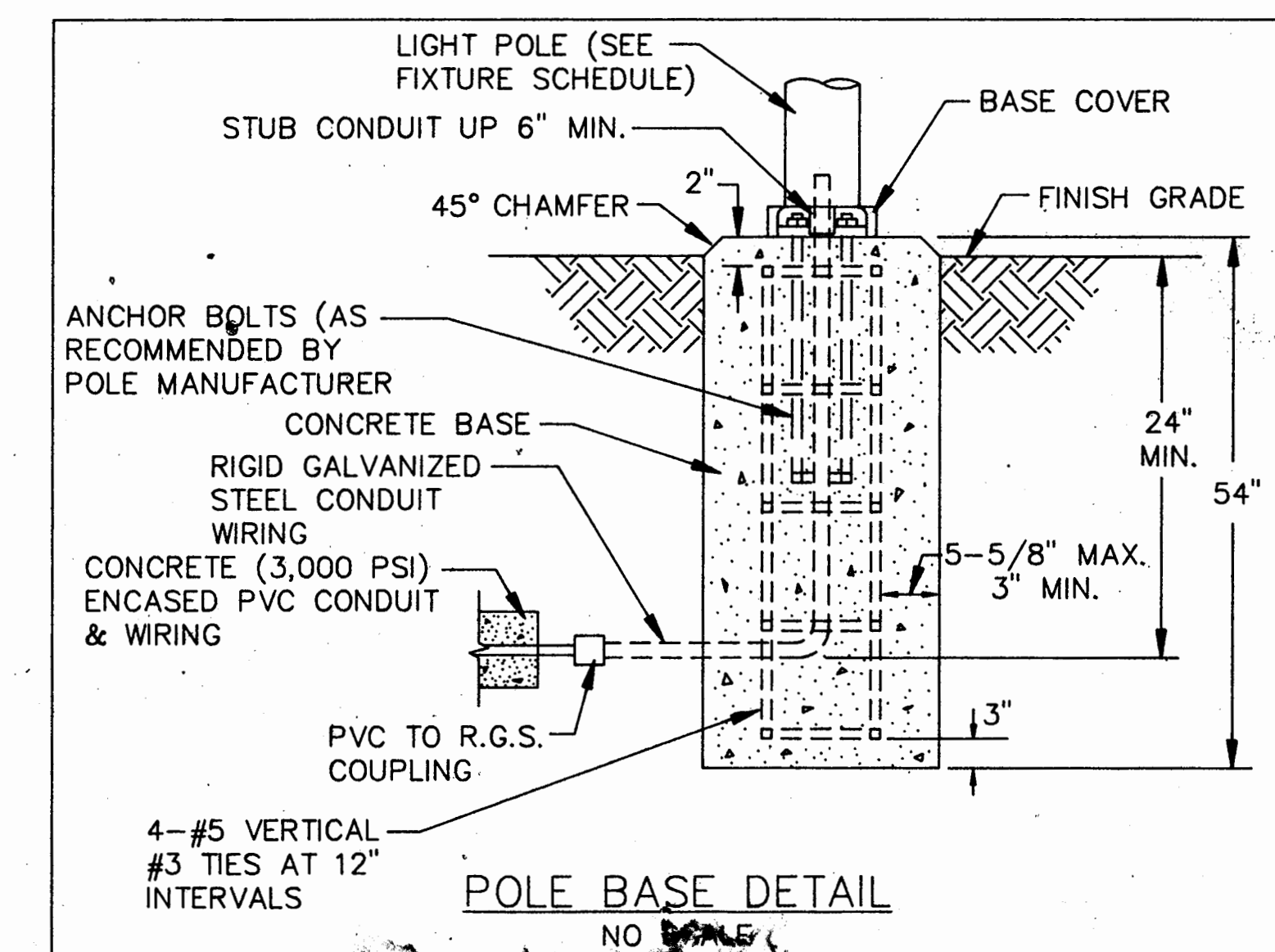
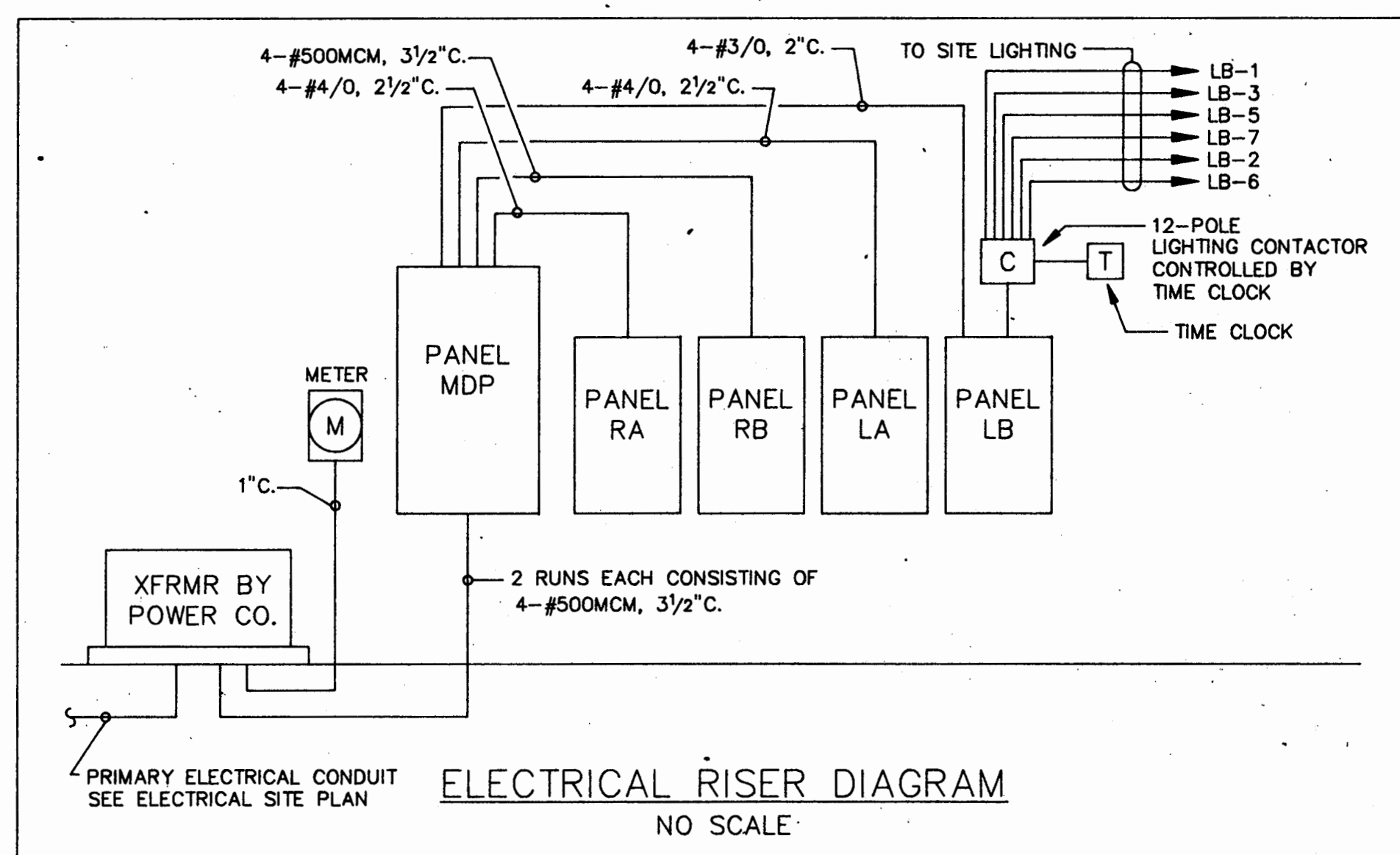
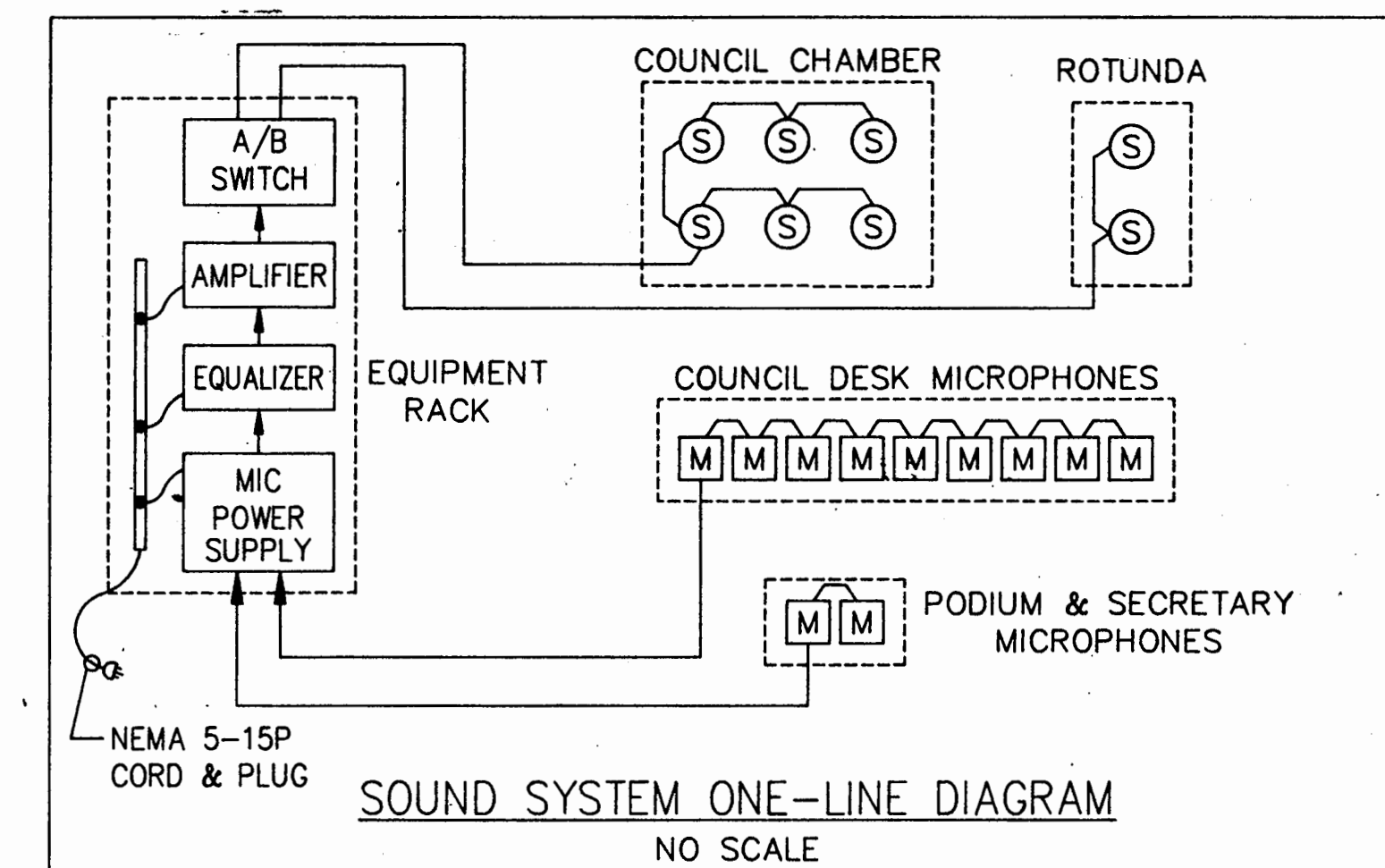
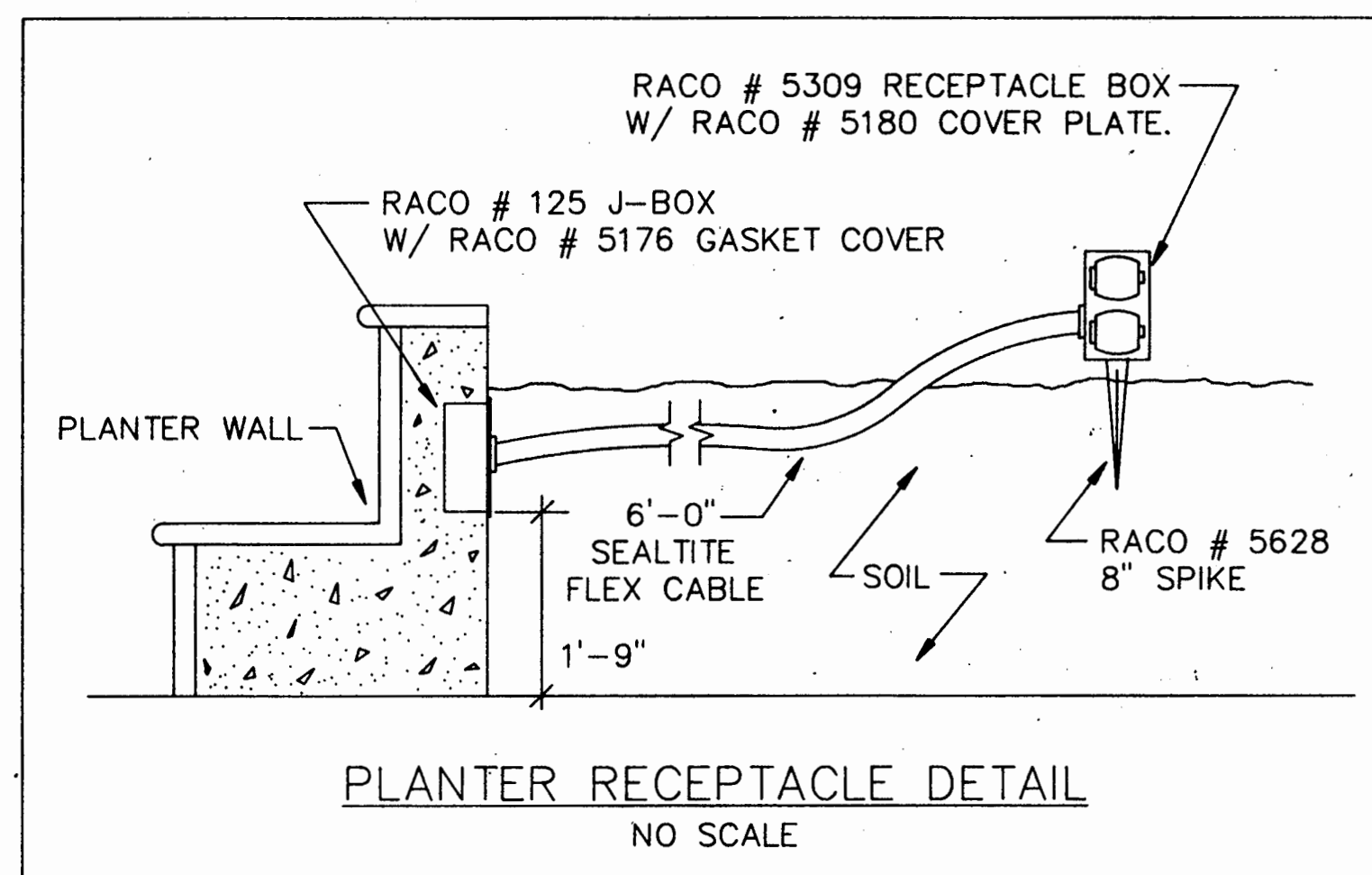
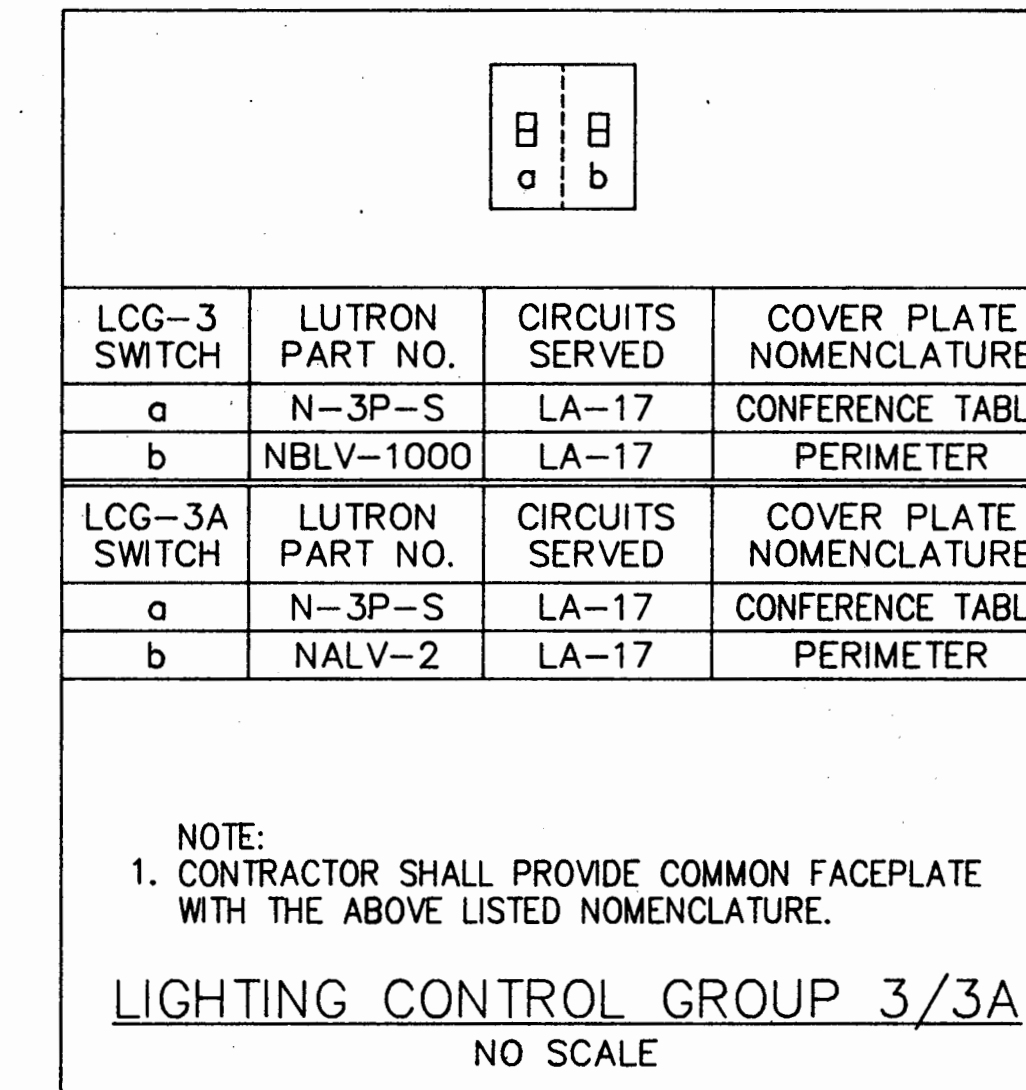
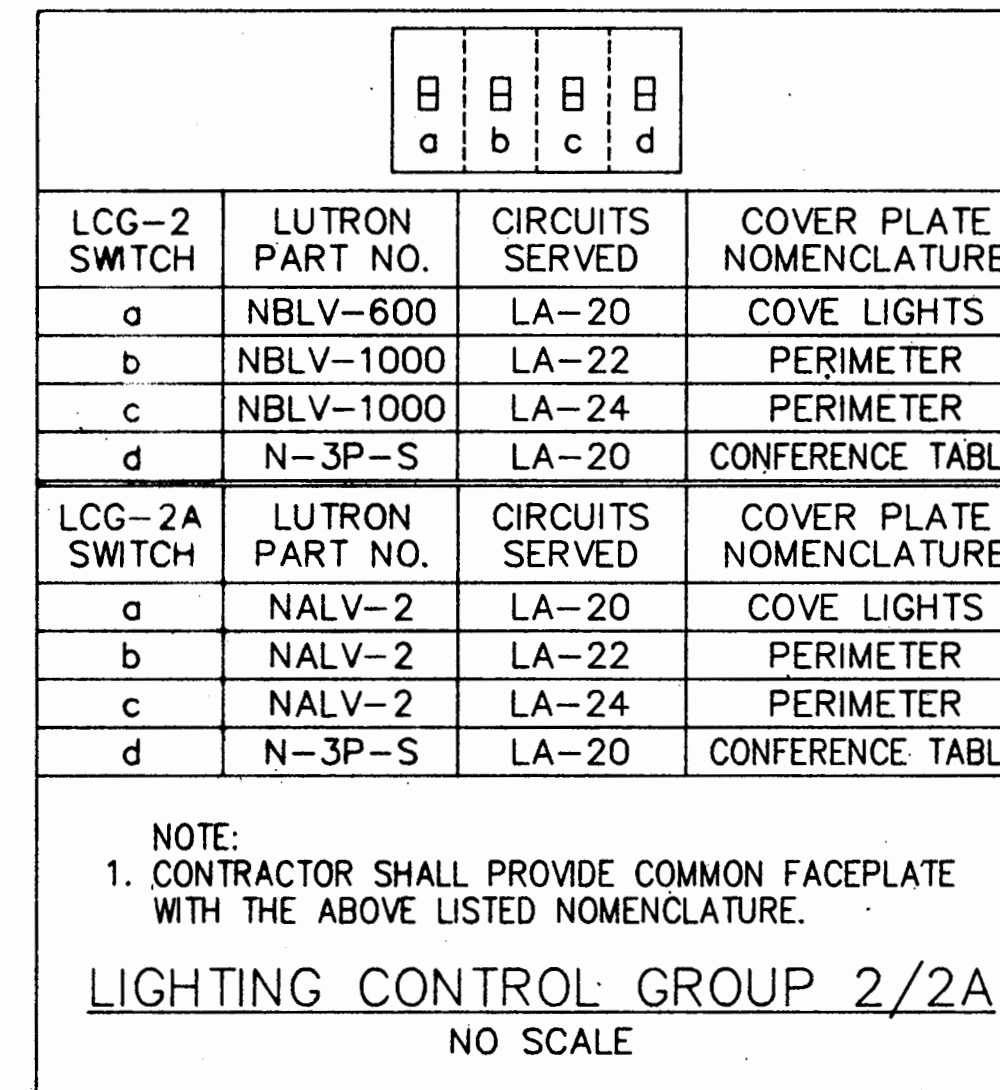
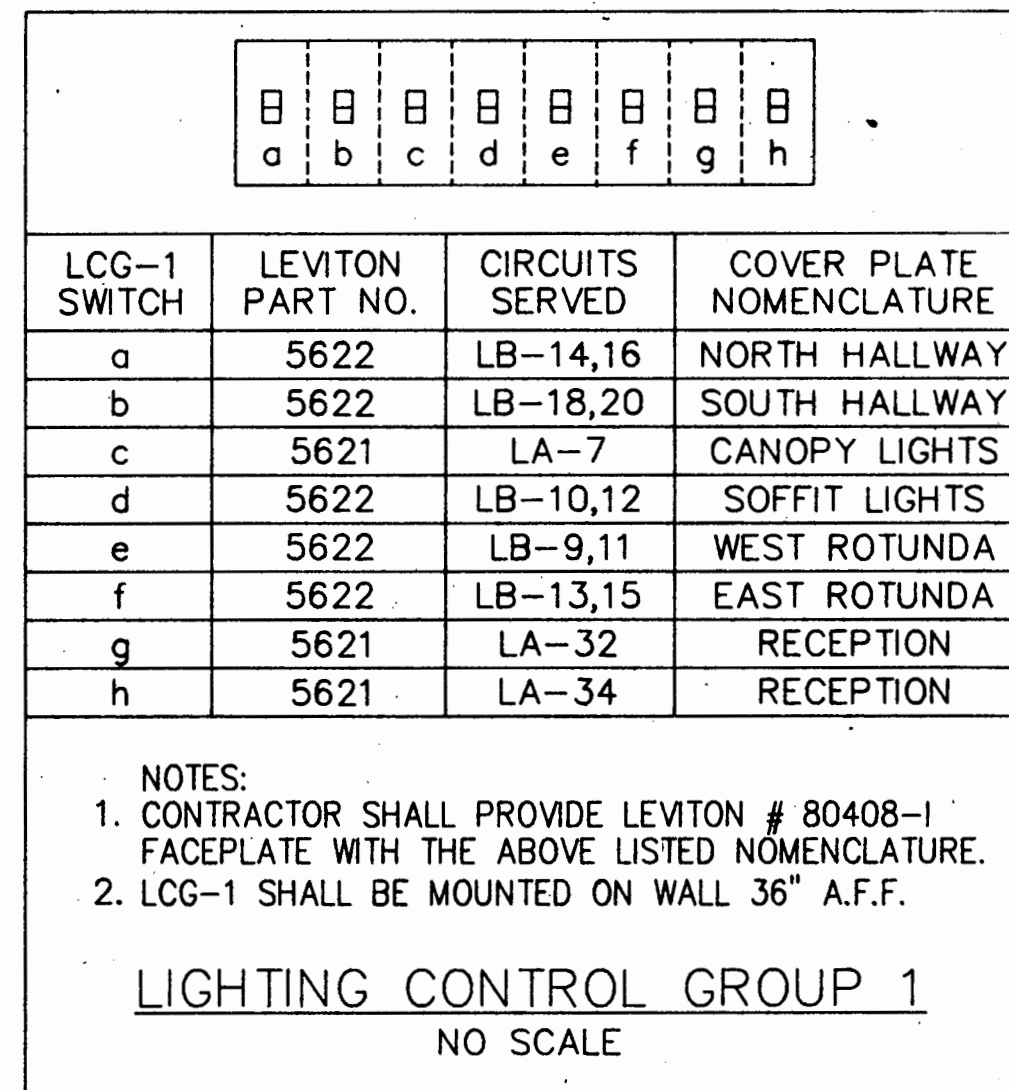
PANEL	MOUNTING	SYSTEM	VOLTAGE	MAINS		BRANCH CIRCUIT BREAKERS			REMARKS
				BUS	BREAKER	SWITCH	FUSE	LOAD	
MDP	SURFACE	3ø, 4W	120/208V	800A	M.L.O.	400/3	225A	PANEL LA	
						200/3	200A	PANEL LB	
						400/3	225A	PANEL RA	
						400/3	400A	PANEL RB	
						400/3		SPARE	
						400/3		SPARE	

COUNCIL CHAMBER LIGHTING CONTROL SCHEDULE

SYMBOL	EQUIPMENT	LUTRON PART #	WATTAGE	ZONE	LOCATION
1	LIGHTING SCENE CONTROL CENTER	VA-4-4T			SOUTH ENTRY
2	WALL-MOUNTED RECEIVER	VPA-4-IR			NORTH ENTRY
3	WALL-MOUNTED RECEIVER	VPA-4-IR			REAR WALL
4	HAND-HELD LIGHTING CONTROL	VPA-4-IT			COUNCIL BENCH
5	WALL-MOUNTED DIMMER PANEL	DP-4			SEE SHEET E-1
6	PANEL-MOUNTED DIMMER MODULE	1 - N1LV-1200/1	1200W	BACKLIGHTS	MOUNT IN DP-4
7	PANEL-MOUNTED DIMMER MODULE	1 - N3LV-1200/3	3600W	PERIMETER	MOUNT IN DP-4
8	PANEL-MOUNTED DIMMER MODULES	2 - N5LV-1200/5	6000W	CEILING	MOUNT IN DP-4

DIMMER CONTROL SCHEDULE

SYSTEM	CIRCUIT NUMBER	LOAD	DIMMER KW	CONTROL CHANNEL	LIGHTING CONTROL STATION NOMENCLATURE
DSA	1	1050W	1.2	A	BACKDROP LIGHTS
	2	1200W			
	3	1050W	3.6	B	PERIMETER LIGHTS
	4	1200W			
	5	1000W			
	6	1000W	6.0		
	7	1000W			
	8	1000W			
	9	1000W			
	10	1000W			
	11	1000W	6.0	C	CEILING LIGHTS
	12	1000W			
	13	1000W			
	14	1000W			



ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
(A)	FLUORESCENT LIGHTING FIXTURE (LETTER REFERENCES FIXTURE SCHEDULE)
(I)	INCANDESCENT OR H.I.D. LIGHTING FIXTURE (LETTER REFERENCES FIXTURE SCHEDULE)
(E)	EXIT LIGHT W/FACE AND/OR DIRECTION INDICATED
(B)	EMERGENCY LIGHT (BATTERY POWERED)
(P)	BRANCH CIRCUIT PANEL (120/208V)
(D)	DISTRIBUTION PANEL OR SWITCHGEAR
(W)	WIRE & CONDUIT RUN CONCEALED IN WALL OR CEILING (SHOWN WITHOUT GROUND WIRE)
(F)	WIRE & CONDUIT RUN CONCEALED IN WALL OR FLOOR (SHOWN WITH GROUND WIRE)
(U)	WIRE & CONDUIT RUN UP IN WALL
(D)	WIRE & CONDUIT RUN DOWN IN WALL
(S)	S.P.S.T. WALL SWITCH
(S)	S.P.D.T. (3-WAY) WALL SWITCH
(S)	WALL BOX DIMMER SWITCH
(S)	3-WAY DIMMER SWITCH
(M)	MANUAL MOTOR STARTER SWITCH
(R)	DUPLEX RECEPTACLE IN WALL (NEMA 5-20R)
(R)	DOUBLE DUPLEX RECEPTACLE IN WALL (NEMA 5-20R)
(R)	DUPLEX RECEPTACLE IN FLOOR (NEMA 5-20R)
(T)	TELEPHONE OUTLET IN WALL WITH 3/4" CONDUIT STUBBED ABOVE CEILING
(T)	TELEPHONE OUTLET IN FLOOR WITH 3/4" CONDUIT STUBBED ABOVE CEILING
(M)	FLUSH-MOUNT MICROPHONE JACK
(S)	PUBLIC ADDRESS SPEAKER
(T)	TRANSFORMER
(F)	FIRE ALARM MANUAL PULL STATION
(H)	FIRE ALARM HORN & FLASHING LIGHT
(S)	FIRE ALARM SMOKE DETECTOR (HVAC DUCT MOUNTED)
(F)	FIRE ALARM SPRINKLER WATER FLOW SWITCH
(X)	EQUIPMENT CONNECTION
(J)	JUNCTION BOX IN CEILING (UNLESS NOTED OTHERWISE)
(M)	MOTOR CONNECTION
(D)	DISCONNECT SWITCH (FUSED AS REQUIRED)
(M)	MOTOR CONTROLLER (SPECIFIED IN OTHER THAN DIV. 16)
(E)	EQUIPMENT NOT FURNISHED UNDER DIV. 16 (SPECIFIED IN OTHER THAN DIV. 16)
(F.L.A.)	FULL LOAD AMPS
(G.F.I.)	GROUND FAULT INTERRUPTER
(H.I.D.)	HIGH INTENSITY DISCHARGE
(I.G.)	INSULATED GROUND
(M.C.B.)	MAIN CIRCUIT BREAKER
(M.L.O.)	MAIN LUGS ONLY
(W.P.)	WEATHERPROOF

BARTLETT CITY HALL
BARTLETT, TENNESSEE

ELECTRICAL DETAILS & SCHEDULES

TAYLOR GARDNER MONTGOMERY
architects inc.

45 LUNCH AVENUE
COTTON EXCHANGE BUILDING
MEMPHIS, TENNESSEE 38103 / 901-525-4461

PROJECT NO. 9713

DATE 3/14/88

E3



BARTLETT CITY HALL
INTERIOR
RENOVATIONS
Sealed Bid #:
FY2016-03-038
Due Date: June 9, 2016

ELECTRICAL SYMBOLS

☐

NONFUSED DISCONNECT SWITCH - SIZE AS INDICATED

☒

FUSED DISCONNECT SWITCH - SIZE AS INDICATED

☒

COMBINATION STARTER/DISCONNECT - SIZE AS INDICATED

\$

TOGGLE SWITCH

FEEDER/BRANCH RUN OVERHEAD - CONCEALED IN OR ABOVE CEILING, IN WALL, OR EXPOSED ON STRUCTURE

EMERGENCY, NIGHT LIGHT, OR FEEDER/BRANCH CONCEALED BELOW FLOOR, IN WALL, OR BELOW GRADE

HOME RUN TO CIRCUIT PANEL, NEUTRAL/HOT/GROUND, #12 COPPER, UOI

ABBREVIATIONS

GC

GENERAL CONTRACTOR

EC

ELECTRICAL CONTRACTOR

MC

MECHANICAL CONTRACTOR

UOI

UNLESS OTHERWISE INDICATED

GFCI

GROUND FAULT CIRCUIT INTERRUPTER

WP

WEATHERPROOF

a, b, c, etc.

DENOTES SWITCHING SCHEME

AFF

ABOVE FINISHED FLOOR

AC

MOUNT ABOVE COUNTER

MTD

MOUNTED

AFG

ABOVE FINISHED GRADE

BFG

BELOW FINISHED GRADE

SPD

SURGE PROTECTIVE DEVICE

STB

SHUNT TRIP BREAKER

EX

EXISTING

EP

EXPLOSION PROOF

OFCI

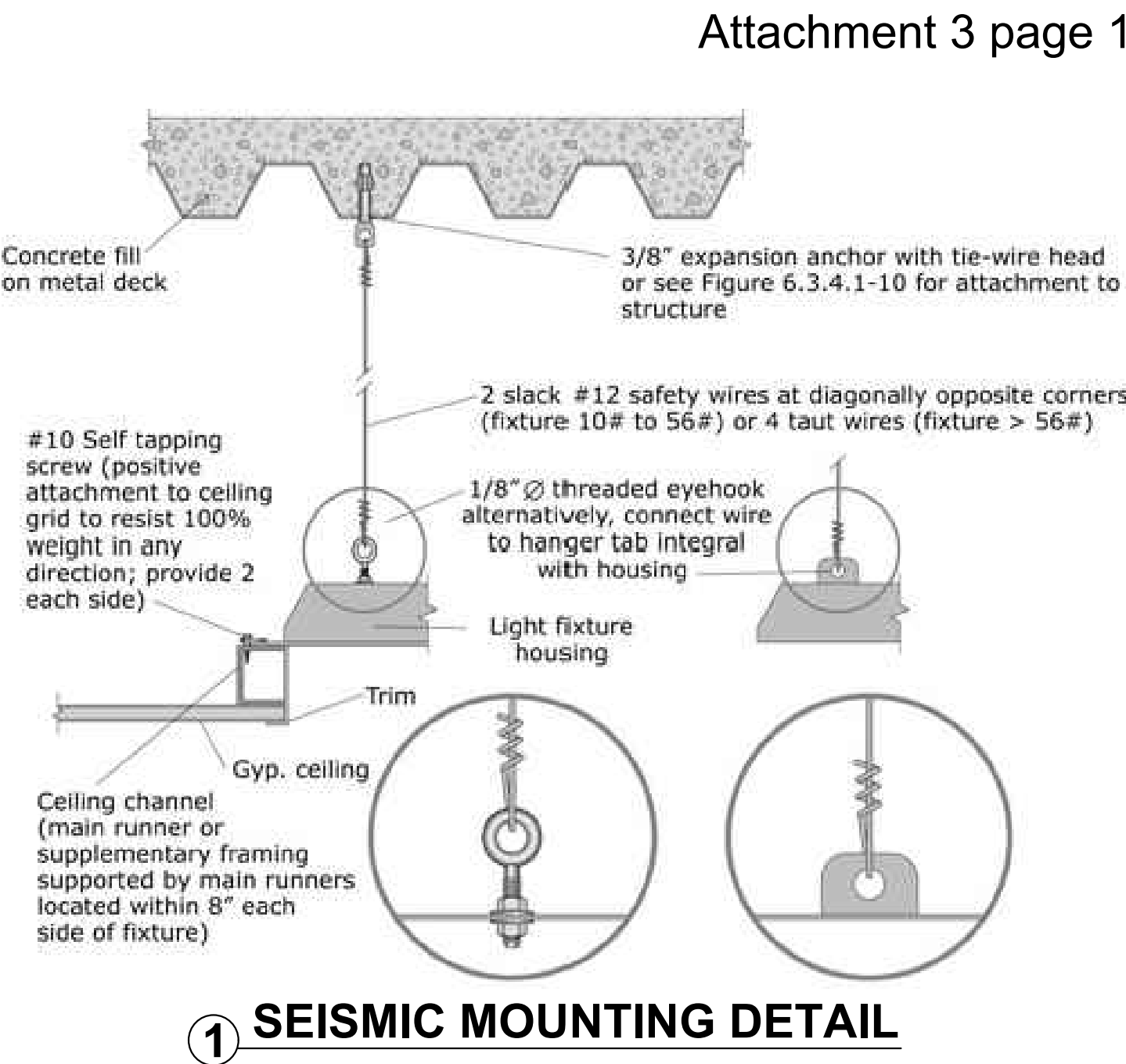
OWNER FURNISHED, CONTRACTOR INSTALLED

FACP

FIRE ALARM CONTROL PANEL

FAA

FIRE ALARM ANNUNCIATOR PANEL



FIXTURE SCHEDULE NOTES

1. THE ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY AND ALL FIXTURES NOT PRE-APPROVED BY ARCHITECT/ENGINEER 10 DAYS PRIOR TO BID.
2. PROVIDE 3500' KELVIN SENSORS TEMPERATURE LAMPS, WITH MINIMUM 85 CRI, UOI.
3. ALL EMERGENCY BALLASTS/DRIVERS SHALL BE RATED FOR AN OUTPUT OF 1400 LUMENS.

LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTE 1	NOTE 2
C	⊞	20W LED	LED WALL SCONCE	WALL	TECH LIGHTING #700BCLYNNWS-LED	20	120V 1P 2W		
D	⊙	27W LED	6" DOWNLIGHT	RECESSED	PRESCOLITE #LF6LEDG4-6LFLED7G435KWT, OR APPROVED EQUAL	27	120V 1P 2W		
DE		27W LED	6" DOWNLIGHT	RECESSED	SAME AS FIXTURE "D", ON BATTERY BACKUP	27	120V 1P 2W	CONNECT TO UNSWITCHED "LIFE SAFETY" CIRCUIT	PROVIDE LIGHTING MANUFACTURER RECOMMENDED EMERGENCY BATTERY BACKUP CAPABLE OF 90 MINUTE RUNTIME
F1	⊞	36W LED	LED WALL SCONCE	WALL	VISA #CV2012-2FS21	36	120V 1P 2W		
F2	⊞	24W LED	LED WALL SCONCE	WALL	VISA #CV2010-2FS14	24	120V 1P 2W		
FE	⊞	18W LED	LED WALL SCONCE	WALL	SAME AS FIXTURE "F1", ON BATTERY BACKUP	18	120V 1P 2W	CONNECT TO UNSWITCHED "LIFE SAFETY" CIRCUIT	PROVIDE LIGHTING MANUFACTURER RECOMMENDED EMERGENCY BATTERY BACKUP CAPABLE OF 90 MINUTE RUNTIME
Q	⊞	20W LED	LED FLOOD LIGHT	WALL	KIM #ARFX25-WF-3K-50-UY-WM2	20	120V 1P 2W		
XD	⊙	27W LED	EXISTING DOWNLIGHT	RECESSED	EXISTING FIXTURE TO BE REMOVED	27	120V 1P 2W		
XF	⊞	20W LED	EXISTING WALL SCONCE	WALL	EXISTING FIXTURE TO BE REMOVED	20	120V 1P 2W		
XJ	⊞	(2) 32W T8	EXISTING 4' WRAPAROUND	SURFACE	EXISTING FIXTURE TO BE REMOVED	58	120V 1P 2W		

RECEPTACLE SCHEDULE

CALLOUT	SYMBOL	VOLTS	NOTE 1	NOTE 2
Duplex Outlet	⊞	120V 1P 2W	DUPLEX RECEPTACLE, MTD AT 18" AFF TO BOTTOM, UOI	
Duplex Outlet-GFCI Above Counter	⊞	120V 1P 2W	GFCI PROTECTED DUPLEX RECEPTACLE, MTD AT 4" ABOVE BACKSPLASH TO BOTTOM, UOI	COORDINATE WITH CASEWORK CONTRACTOR
J-Box	⊙	120V 1P 2W	JUNCTION BOX, USE AS INDICATED	
Quad Outlet	⊞	120V 1P 2W	QUAD RECEPTACLE, MTD AT 18" AFF TO BOTTOM, UOI	
Tele & Data	▼	120V 1P 2W	EMPTY 3/4" CONDUIT STUB UP TO ABOVE CEILING FOR TELEPHONE & DATA	MTD AT 18" AFF TO BOTTOM, UOI

SWITCH SCHEDULE

CALLOUT	SYMBOL	NOTE 1	NOTE 2
Occ Sensor - Ceiling Mount Line Voltage	⊞	CEILING MOUNTED, DUAL TECHNOLOGY, LINE VOLTAGE OCCUPANCY SENSOR	MODEL WATTSTOPPER DT-355, OR APPROVED EQUAL
Switch	\$	WALL MOUNTED SWITCH	COLOR-IVORY
Switch-3-Way-Dimmer	\$3d	WALL MOUNTED 3-WAY 1200W DIMMER SWITCH	COLOR-IVORY
Switch-Dimmer	\$d	WALL MOUNTED 1200W DIMMER SWITCH	COLOR-IVORY
Switch-Three Way	\$3	WALL MOUNTED THREE WAY SWITCH	COLOR-IVORY



6500 STAGE ROAD, SUITE 3
BARTLETT, TENNESSEE 38134
OFFICE (901) 231-9488
WEB : WWW.ROSSWITT.COM

commission number 15-140

dated: April 28, 2016

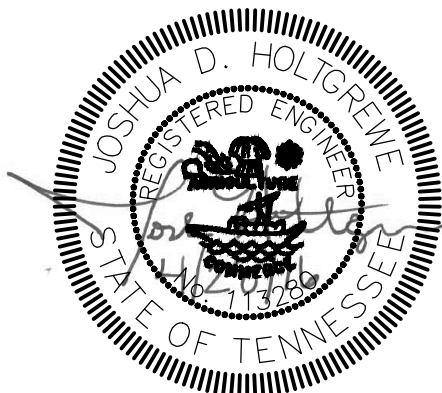
revised: ADDENDUM 5/24/16

project title
City of Bartlett
City Hall

INTERIOR
RENOVATIONS

6400
Stage Rd.
Bartlett, TN
38134

project scales



COPYRIGHT
ROSS WITT PLLC
ARCHITECTURE
INTERIOR DESIGN
2016
THESE DOCUMENTS ARE PROPRIETARY
TO ROSS WITT, PLLC AND MAY NOT BE
USED, COPIED, NOR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT

sheet title
Legend & Schedule -
Electrical

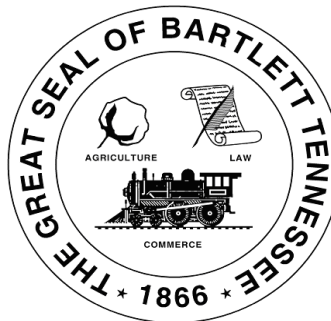
sheet number
E0.1

**BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016**

CITY OF BARTLETT

6400 STAGE ROAD
BARTLETT, TENNESSEE 38134

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director**



June 6, 2016

BARTLETT CITY HALL INTERIOR RENOVATIONS

BID NUMBER SB # FY2016-03-038

ADDENDUM # 2

June 6, 2016

The following clarifications and changes shall be made a part of the Contract Documents.

This Addendum consists of two (2) pages and one (1) attachment.

I. General Clarifications

There are no general clarifications.

BARTLETT CITY HALL
 INTERIOR RENOVATIONS
 Sealed Bid #: FY2016-03-038
 Due Date: June 9, 2016

II. Architectural

Item 1: The model of the four additional auditorium seats for the Council Chambers shall be

KI Concerto

Contact: Anna Stevens 901-652-3390 email anna.stevens@ki.com

Item 2: Vinyl wallcovering for the restrooms is Wolf Gordon Thames Smoky Pub TMA 8-3044

Item 3: Possible Terrazzo Contractors

American Tile Company
 Memphis, TN
 901-327-1814

Missouri Terrazzo Company
 726 N Euclid Ave
 St Louis, MO 63108
 314-361-8090

Item 4: The furr-out for the monitors is metal stud framing hanging from the structure above in the vaulted ceiling of the Council Chambers.

Item 5: The extended furr-down at the reception counter is metal stud framing supported by the walls (with windows) below.

Item 6: The framing should be metal studs. Blocking should be fire resistant.

III. Engineering

Item 7: See attachment 1 for clarification of electrical and data outlet locations.

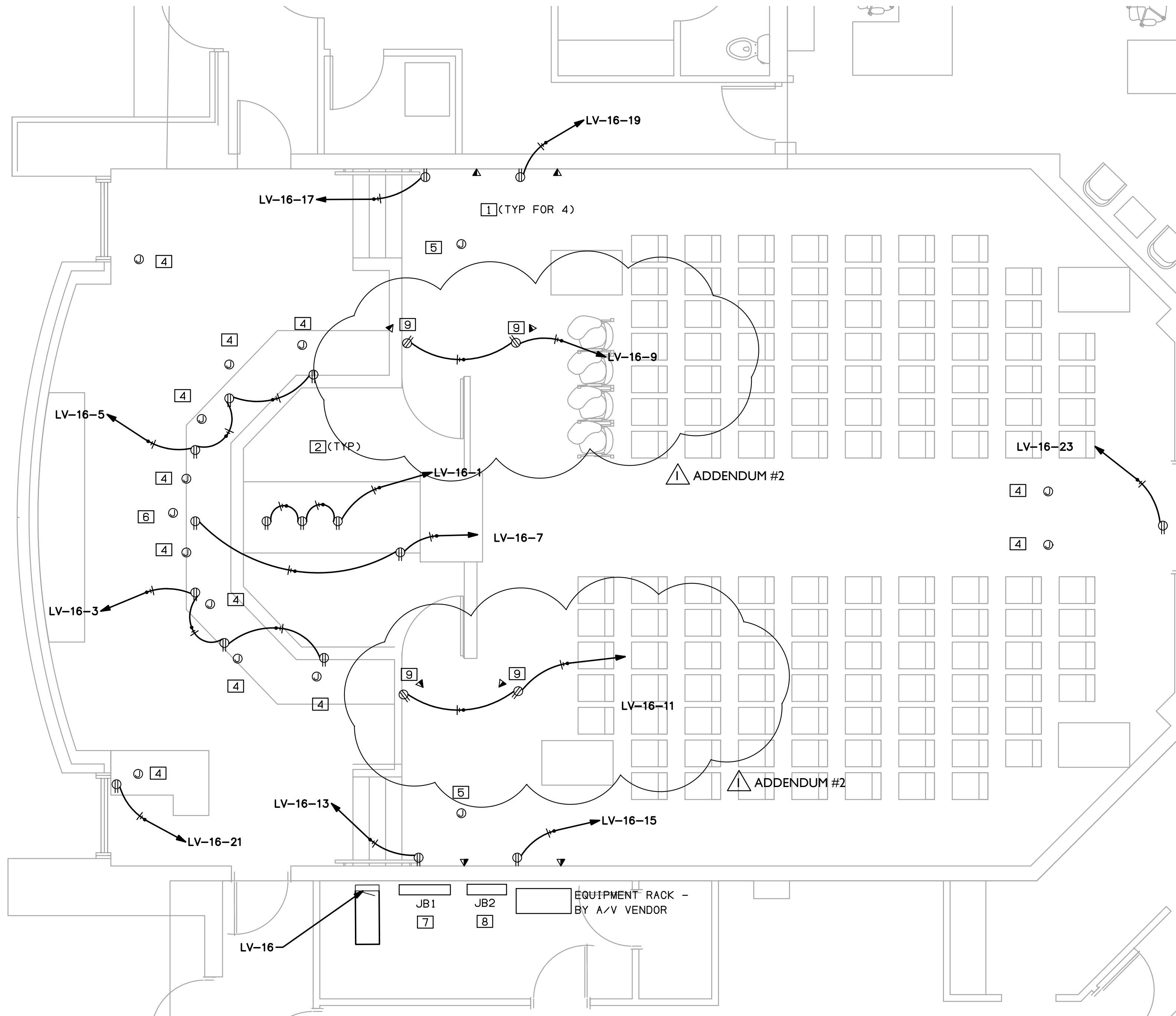
All other bid specifications and drawings are to remain the same.

End of ADDENDUM No. 2

Attachment: Addendum No. 2--Bartlett City Hall with attachment (1853 : Bid for Bartlett City Hall Interior Renovations)

BARTLETT CITY HALL
INTERIOR RENOVATIONS
Sealed Bid #: FY2016-03-038
Due Date: June 9, 2016

Attachment I



1 Floor Plan - Power - Electrical
1/4" = 1'-0"

GENERAL NOTES

1. ALL SWITCHES AND COVER PLATES SHALL BE WHITE.

POWER NOTES

1. ALL HOMERUNS, WHERE WIRE SIZE IS NOT SPECIFIED, ARE #12 AWG.
2. SEE ARCH SERIES FOR MOUNTING HEIGHTS.
3. CONTRACTOR SHALL COORDINATE ALL WORK WITH A/V CONTRACTOR. REFER TO ALL A/V SHEETS.

KEYED NOTES

1. CONTRACTOR SHALL PROVIDE POWER AND DATA FOR CEILING MONITORS. COORDINATE EXACT LOCATION PRIOR TO ROUGH-IN.
2. COORDINATE EXACT MOUNTING OF ALL DEVICES IN MILLWORK WITH ARCHITECT.
3. CONTRACTOR SHALL COORDINATE EXACT PATHWAY FOR ALL POWER AND DATA WITH ARCHITECT AND FURNITURE VENDOR.
4. 3/4" CONDUIT FROM J-BOX TO "JB1". SEE A/V SERIES FOR MORE INFORMATION.
5. 1/2" CONDUIT FROM J-BOX TO "JB1" AND "JB2". SEE A/V SERIES FOR MORE INFORMATION.
6. (4)1/2" CONDUIT FROM J-BOX TO "JB1". SEE A/V SERIES FOR MORE INFORMATION.
7. (4)2" AND (1)3/4" CONDUIT FROM "JB1" TO EQUIPMENT RACK. SEE A/V SERIES FOR MORE INFORMATION.
8. (1)2" CONDUIT FROM "JB2" TO EQUIPMENT RACK. SEE A/V SERIES FOR MORE INFORMATION.
9. DEVICES MOUNTED IN WALL FOR MONITOR DISPLAYS. SEE ARCHITECTURAL ELEVATIONS.

ADDENDUM #2



6500 STAGE ROAD, SUITE 3
BARTLETT, TENNESSEE 38134
OFFICE (901) 231-9488
WEB : WWW.ROSSWITT.COM

commission number 15-140

dated: April 28, 2016

revised:

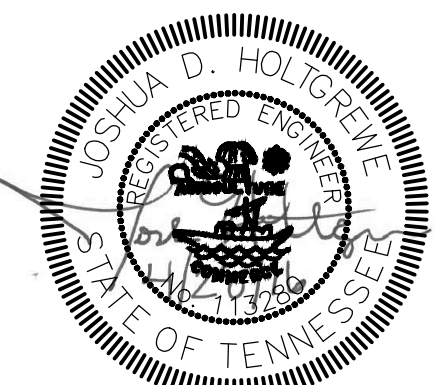
project title

City of Bartlett
City Hall

**INTERIOR
RENOVATIONS**

6400
Stage Rd.
Bartlett, TN
38134

project scales



COPYRIGHT
ROSS WITT PLLC
ARCHITECTURE
INTERIOR DESIGN
2016
THESE DOCUMENTS are PROPRIETARY
to ROSS WITT, PLLC and may not be
USED, COPIED, nor DUPLICATED
without PRIOR WRITTEN CONSENT

sheet title

Floor Plan -
Power -
Electrical

sheet number

EI.2



July 1, 2016

Mr. Wade Towles, P.E.
Assistant City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: FY 2016-03-038 -Bartlett City Hall Interior Renovations

Dear **Mr. Towles**,

Three general contractor bids for the above referenced project were received at Bartlett City Hall and then opened and publicly read on June 9, 2016 beginning at 2 pm. The apparent low bidder for the BASE BID and accepted ALTERNATE A BID is Wagner General Construction, Inc with a BASE BID of \$284,000.00 and ALTERNATE A BID of \$153,000.00 for a total of \$437,000.00. I have reviewed this bid and detailed breakdown and discussed same with their Owner and they are anxious to get started as soon as possible. I find that their bid is in order and, therefore, I recommend that Wagner General Contractors, Inc be awarded a construction contract in the amount of \$437,000.00 for **Bartlett City Hall Interior Renovations - FY 2016-03-38.**

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Ross Witt, PLLC

Deb Ross, IIDA
Principal Interior Designer

Attachment: Bartlett City Hall Interior Renovation Bid Recommendation (1853 : Bid for Bartlett City Hall Interior Renovations)



July 1, 2016

Mr. Wade Towles, P.E.
Assistant City Engineer
City of Bartlett Engineering
6382 Stage Road
Bartlett, TN 38134

RE: City of Bartlett - FY2016-03-038- Bartlett City Hall Interior Renovations

Dear **Mr. Towles**,

Ross Witt Architecture, PLLC proposes to provide the following services for the referenced project:

- 1 periodic on-site review
- 2 review of construction submittals
- 3 providing answers to contractor questions
- 4 review of Payment Applications and possible Change Orders for the Contractor
- 5 final inspections

Our fees are \$8,865 for the above services. These fees assume that the project proceeds according to schedule and that the Contractor performs reasonably and without delay.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Ross Witt Architecture, PLLC

A handwritten signature in blue ink, appearing to read "Deb".

Deb Ross, IIDA
Principal Interior Designer

Packet Pg. 89



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Wade Towles

Department Head: Wade Towles

Bid for Bond Work in Stonecrest Planned Development

The Bond Work in Stonecrest Planned Development was advertised in the *Daily News* on June 22, 2016 and was also posted on the City of Bartlett web site. The contractors that picked up Bid Documents are as follows:

B&C Construction
Encor, LLC
Pro Site Construction

On July 14, 2016 we received two bids for the construction of the **FY 2016-05-057 Bond Work in Stonecrest Planned Development**. The apparent low bidder, Encor, LLC submitted a total base bid of **\$88,550.00**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids received have been reviewed by the Consultant/Contract review committee, and it concluded that Encor, LLC has submitted the lowest and best bid. The Committee recommends the City of Bartlett award this contract to Encor, LLC in the **base bid** amount of **\$88,550.00** plus a contingency amount of **\$10,000.00** for items that may need to be added during construction for a total not to exceed **\$98,550.00**. Encor, LLC has performed work for the City of Bartlett on other projects. Funding is available in Account 311.48311.780.4476.

Bidder	Total Base Bid
Encor, LLC	\$88,550.00
B&C Construction	\$185,600.00

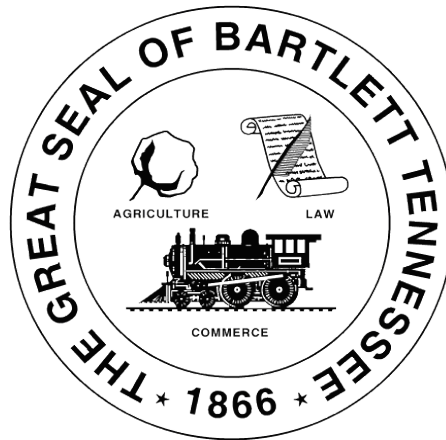
This project will consist of work in the three sediment basins that were constructed as part of the Stonecrest Planned Development and are now ready to be eliminated. This project will ensure that these three areas do not hold water except during rain events.

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

CITY OF BARTLETT

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

**A. Keith McDonald, Mayor
Mark Brown, Chief Administrator Officer
Dick Phebus, Finance Director
Rick McClanahan, Engineering Director**



REQUEST FOR SEALED BIDS

SB # FY2016-05-057

DUE: Thursday, July 14, 2016, no later than 2:00 p.m. (CST)

BOND WORK IN STONECREST PLANNED DEVELOPMENT 2016

The City of Bartlett is seeking bids to clean up and grade three existing sediment basins and seed/sod the area as needed in the Stonecrest Planned Development in accordance to the following bid specifications.

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **July 14, 2016**. Sealed bids are to be marked "**FY2016-05-057 Bond Work in Stonecrest Planned Development 2016**" and are to be addressed to the attention of Mayor A. Keith McDonald at the following address:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. There is no fee to obtain bid documents; however bidders must email the intent to bid. If further information is desired, please contact Wade Towles, P.E. at 901-385-6499 or by email at wtowles@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.

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

NB-1

Attachment: SB FY2016-05-057 BOND WORK STONECREST PLANNED DEVELOPMENT 2016 bid (1867 : Bid for Bond Work in Stonecrest

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
Notice to Bidders	NB-1
Table of Contents	TC-1
Instructions to Bidders	IB-1 to IB-4
General Conditions	GC-1 to GC-9
Contract Monitoring	CM-1
Title VI	Title VI-1 to Title VI-3
Drug and Alcohol Affidavit	DAA-1
Special Conditions	SC-1 to SC-4
Bid Tabulation	BT-1
Bid Submittal Forms	BSF-1
Performance Payment Bond	PPB-1 to PPB-3
Notice of Award	NA-1
Notice to Proceed	NP-1
Non-collusion Affidavit of Prime Bidder	NCA-1
Bid Bond	BB-1 to BB-2
Agreement	A-1 to A-3
Special Condition Sketches	SCS-1 to SCS-23
Stonecrest Planned Development basin: Location Plan	SCS-1
Stonecrest Planned Development Basins No. 1, No. 2 and No. 3	SCS-2-4
Stonecrest Planned Development Basins No. 1, 2 and 3 details	SCS-5-6
Stonecrest Planned Development Basin No. 1-survey data and site details	SCS-7-9
Stonecrest Planned Development Basin No. 2-survey data and site details	SCS-10-11
Stonecrest Planned Development Basin No. 3-survey data and site details	SCS-12-14
Stonecrest Planned Development plans	SCS-15-23

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The Purpose of this Project is to complete some of the remaining unfinished subdivision development work items in the **Stonecrest Planned Development**. The project in the Stonecrest Planned Development shall consist of the partial filling-in and grading of three (3) temporary sediment basins, some clearing of trees and underbrush, installation of seeding/mulch and/or sod, installation of a rip rap channel, hauling in dirt as required, erosion control measures, and other activities as noted in the Special Conditions.

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

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 ways 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

There are no alternative bids for this project.

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.

b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) 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. 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:

<u>Principals:</u>	Names Home Addresses, including City, State and Zip Code
<u>Firm:</u>	Name Address, including City, State and Zip Code

f. Bids to be submitted in sealed envelopes with the following **marked on the outside:**

<u>License:</u>	Name of Project: FY2016-05-057 Bond Work in Stonecrest Planned Development 2016 Date of Bid Opening: July 14, 2016 Name of Contractor/Company Tennessee License Number and Classification, if Bid Exceeds \$25,000.00 Licenses Expiration Date <u>Acknowledgement of Each Applicable Addendum</u>
------------------------	--

(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 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**. 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.

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, upon request of the City, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

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. July 14, 2016** 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. NON-DISCRIMINATION

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Additionally, the City provides services without regard to race, color, religion, sex, or national origin. The City of Bartlett agrees to comply with Title VI regulations.

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 prosecution 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 sixty (60) 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 or material change in 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 may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A.3 Worker's Compensation - 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 - \$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.

A.5 Contractor's 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; XCU (Explosion, Collapse, and underground)

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 prosecution 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.

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. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

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 **ninety (90) days** after notice to proceed.

E. CONSTRUCTION ENGINEERING / COORDINATION

E.1 The contractor shall be responsible for construction staking, surveying, and cut sheets in accordance with the City of Bartlett Construction specifications. The contractor shall contact the City of Bartlett Engineering Department, **Wade Towles, PE**, at 901-385-6499 or by email at wtowles@cityofbartlett.org, to address any questions.

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.

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 prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure 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 \$50.00 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 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 ten percent (10%) 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, aterialmen, 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, filed 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, Butabarbital, 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.

P. FIELD PLANS AND SPECIFICATIONS

P.1 The City of Bartlett will provide the successful bidder with up to (3) three sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.

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: _____

Gender: Male _____ Female _____

Race: Caucasian _____

 African American _____

 Hispanic _____

 Other (please specify) _____.

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

CM-1

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor:_____Date Completed:_____

Address:_____

City:_____State:_____Zip:_____

Phone:_____Fax:_____

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?_____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin?

3. How is Title VI information disseminated to new/current employees?_____

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

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

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.)

Title VI Plan-1

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.

Name of Authorized Official

Date

Title VI Plan-2

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: Bill Yearwood, Director of Public Works
City of Bartlett
901-385-5570

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

SPECIAL CONDITIONS

1. All work done must be in accordance with the City of Bartlett Technical Specifications, unless otherwise specified. The Technical Specifications can be purchased for \$15.00 each from the City of Bartlett's Engineering Department at 6382 Stage Road, 901-385-6499.
2. 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.
3. Contractor shall submit tickets prior to payment for all items that are not paid on a LUMP SUM basis and only the actual amount used on the project will be considered for payment.
4. In the Stonecrest Planned Development basins, the contractor shall use all of the available/usable dirt on site to dress up the bottom of the basins so they will drain, as discussed and as shown in the SCS pages that follow and to dress up the slopes to a minimum of 4:1, all unusable material (including the broken concrete and/or rip rap) shall be hauled off and properly disposed of by the contractor.
5. Line Item No. 5 for the dirt to be hauled in shall only be used as directed by the City Engineer and/or the City Inspector assigned to the project as needed to fill in the bottom or the slopes of the basin in order to make the basins drain properly.
6. The contractor shall be responsible for staking the proposed elevations for the grades in the basins and the rip rap channels. This will not be paid for as a separate line item and this cost shall be included in the other pay items listed in the BT-1.
7. All trees and undergrowth removed as part of this project shall be removed from the site and disposed of properly and this will not be paid for as a separate line item.
8. **Acknowledgement of Each Applicable Addendum shall be shown on the outside of the bid envelope the contractor submits to the City of Bartlett.**

NOTE: THE FOLLOWING IS A DESCRIPTION OF PAY ITEMS THAT ARE NOT FOUND IN THE CITY OF BARTLETT TECHNICAL SPECIFICATIONS.

STONECREST PLANNED DEVELOPMENT Work Items:

Item 1: Mobilization. Shall include all cost for site layout, 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. Maintenance of the contract documents and preparation of “as-built” basin drawings by an Engineer and/or Surveyor Licensed to practice in the State of Tennessee is also included in this item. No additional payment will be made under this item. Payment will be made on a LUMP SUM basis for MOBILIZATION shown in this contract and shall include all labor, materials and equipment to mobilized on site.

Item 2: Basin #1 Cleanup and Grading. Shall include all labor, materials and equipment necessary for the Contractor to clean and grade the existing basin. The basin shall be cleaned of all debris necessary for the basin bottom and slopes to be graded as shown and to the proposed elevations as based on the approved plans. All of the available/usable dirt excavated from the bottom of the basin shall be used to dress up the basin banks to a minimum of 4:1 and the cross-slopes within the basin are no less than 1% to the rip rap swale (separate rip rap swale bid item). Contractor shall be responsible for surveying to achieve this result and providing the as-built survey by a Surveyor Licensed to practice in the State of Tennessee to the City before installing sod. Sod all disturbed areas (see separate sod bid item). All basin work will be inspected by both Engineering and Public Works prior to acceptance by the City. Acceptable quality will be a smooth grass surface that can be mowed using riding mowers. The cost associated with the required traffic control (minimum of 2 Road Work Ahead signs and 2 End Work signs for each basin) should be considered as incidental to this item and will not be paid for as a separate item. Bid as a Lump Sum including all labor, materials, equipment, and erosion control and excluding sod covered in separate bid item. **See SCS-1,2,5,6,7, 8, and 9.**

Item 3: Basin #2 Cleanup and Grading. Shall include all labor, materials and equipment necessary for the Contractor to clean and grade the existing basin. The basin shall be cleaned of all debris necessary for the basin bottom and slopes to be graded as shown and to the proposed elevations as based on the approved plans. All of the available/usable dirt excavated from the bottom of the basin shall be used to dress up the basin banks to a minimum of 4:1 and the cross-slopes within the basin are no less than 1% to the rip rap swale (separate rip rap swale bid item). Contractor shall be responsible for surveying to achieve this result and providing the as-built survey by a Surveyor Licensed to practice in the State of Tennessee to the City before installing sod. Sod all disturbed areas (see separate sod bid item). All basin work will be inspected by both Engineering and Public Works prior to acceptance by the City. Acceptable quality will be a smooth grass surface that can be mowed using riding mowers. The cost associated with the required traffic control (minimum of 2 Road Work Ahead signs and 2 End Work signs for each basin) should be considered as incidental to this item and will not be paid for as a separate item. Bid as a Lump Sum including all labor, materials, equipment, and erosion control and excluding sod covered in separate bid item. **See SCS-1.3,6,10, and 11.**

SC-2

Item 4: Basin #3 Cleanup and Grading. Shall include all labor, materials and equipment necessary for the Contractor to clean and grade the existing basin. The basin shall be cleaned of all debris necessary for the basin bottom and slopes to be graded as shown and to the proposed elevations as based on the approved plans. All of the available/usable dirt excavated from the bottom of the basin shall be used to dress up the basin banks to a minimum of 4:1 and the cross-slopes within the basin are no less than 1% to the rip rap swale (separate rip rap swale bid item). Contractor shall be responsible for surveying to achieve this result and providing the as-built survey by a Surveyor Licensed to practice in the State of Tennessee to the City before installing sod. Sod all disturbed areas (see separate sod bid item). All basin work will be inspected by both Engineering and Public Works prior to acceptance by the City. Acceptable quality will be a smooth grass surface that can be mowed using riding mowers. The cost associated with the required traffic control (minimum of 2 Road Work Ahead signs and 2 End Work signs for each basin) should be considered as incidental to this item and will not be paid for as a separate item. Bid as a Lump Sum including all labor, materials, equipment, and erosion control and excluding sod covered in separate bid item. **See SCS-1,4,5,6,12,13, and 14.**

Item 5: Fill Dirt shall include all labor, materials and equipment to install Fill Dirt at all locations in the basin as directed by the engineer. This Fill Dirt will be used as needed to bring the basin to the elevations as shown and as approved by the Engineer. Bid as a unit price per **LOAD** of **Fill Dirt** installed including all labor, material, and equipment complete and in place (delivery tickets required).

Item 6: Class ‘C’ Rip Rap will include all labor, materials and equipment to install **Class ‘C’ Rip Rap** as directed by the Engineer relative to the downstream swale. This is intended to be for the downstream swale below the detention basin outlet. Riprap shall conform with section 2408 of the City of Memphis standard construction specifications. Class “C” will comply with Grade “C” in said specifications. Bid as a unit price per each **TON** of **Class ‘C’ Rip Rap** installed complete and in place (delivery tickets required).

Item 7: Sod shall include all labor, materials and equipment to install sod at all disturbed areas and any other locations shown on the plans or as directed by the engineer. This includes the area between the curb and sidewalk in front of the detention basin, where contractor shall grade the area prior to sodding. This also includes clearing out the grass growing in the sidewalk cracks. Sod will meet the specifications as defined in the City of Memphis Standard Construction Specifications Section 02921 SODDING. Sod shall be rolled as necessary for a smooth surface for future grounds maintenance operations. The acceptance process of the sod is synonymous with acceptance of the detention basin. Refer to:

[<http://www.cityofmemphis.org/EngineeringForms/ConstSpec/Section02921Sodding.pdf>].

Bid as a unit price per **SQUARE YARD** of **SOD** installed including all labor, material, and equipment complete and in place (delivery tickets required).

Item 8: Erosion Control - Outlet Structure will include all labor, materials and equipment to install the block and gravel inlet protections shown in SCS-4 on the outlet control structure located in the detention basin and also shown as Structure #44, as directed by the Engineer. Bid as a Lump Sum including all labor, materials, and equipment. See SCS-4 for phasing of work associated with the erosion control efforts.

Item 9: Sidewalk shall include all labor, materials and equipment to install new sidewalk along the remaining frontage of the City of Bartlett property. • Concrete mix design shall be 4,000 psi, limestone with fibermesh. Contractor shall submit mix design with mix design certification reports to the City of Bartlett Engineer for review and approval. Existing materials will be removed and sidewalk will be installed according to City of Bartlett sidewalk standards.

Item 10: Construction Entrance shall include all materials, labor and equipment to construct, operate and remove a construction entrance at the location shown on the plans. The construction entrance shall be constructed in compliance with the TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK second edition as published by the Tennessee Department of Environment and Conservation (as revised) Construction Exit – CE pp CE-1 – CE-4 inclusive. No additional payment will be made for water, water service, labor and materials for cleaning of vehicles, and sediment removal and disposal. Additional Construction Entrances installed for the convenience of the contractor shall be considered incidental to this item. Upon completion of the project, contractor shall remove the construction entrance and properly restore the disturbed area. Payment will be made at the unit price per EACH of CONSTRUCTION ENTRANCE installed, operated and removed

SC-4

Bid Tabulation Sheet

STONECREST PLANNED DEVELOPMENT BOND WORK 2016					
Item No.	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1		
2	Basin # 1 clearing and grading to drain	LS	1		
3	Basin # 2 clearing and grading to drain	LS	1		
4	Basin # 3 clearing and grading to drain	LS	1		
5	Dirt hauled to the basin site for fill to make the basin drain (tickets will be required)	LOAD	20		
6	Class "C" Rip Rap including filter material(tickets will be required)	TON	620		
7	Sod—Bermuda (tickets will be required)	SY	1,200		
8	Rip Rap check dam for erosion control	EACH	3		
9	Sidewalk, 5 feet wide and 4 inches thick, 4,000 psi limestone	LF	70		
10	Construction Entrance	EACH	3		
Stonecrest Planned Development Bid Total					

TOTAL BID AMOUNT FOR Stonecrest Planned Development PROJECT IN WORDS :

Contractor

Telephone Number

Authorized Representative

Date

Print Name

BT-1

BID SUBMITTAL FORMS

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

1. Notice to Bidders – NB-1
2. Drug and Alcohol Affidavit – DAA-1
3. Bid Form – BT-1
4. Non-Collusion Affidavit of Principal Bidder – NCA-1
5. Bid Bond – BB-1 & BB-2 or other approved forms
6. Contract Monitoring – CM-1
7. Past Project References of Similar Work
8. Title VI Plan Forms---Title VI Plan 1and Title VI Plan 2

Note: Failure to complete or include all of these forms with the bid may be grounds for rejecting the bid as being an incomplete bid.

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____
(Surety)

_____, State of _____ herein-

after called the "Surety", are held and firmly bound unto _____
(Owner)

_____ of _____ herein-after called
"Owner"
(City and State)

in the penal sum of _____
Dollars (\$_____) 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 _____, 20____, a
copy of which is hereto attached and made a part hereof for the construction:

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 prosecution 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.

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 _____, 20____.

ATTEST:

Pint Name

Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

PPB-2

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.

PPB-3

NOTICE OF AWARD

To:

PROJECT Description: **FY2016-05-057 Bond Work in Stonecrest Planned Development 2016**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2016 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND 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 ____ day of _____, 2016.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20_____.

Name: _____

Print Name: _____

Title: _____

NA-1

Attachment: SB FY2016-05-057 BOND WORK STONECREST PLANNED DEVELOPMENT 2016 bid (1867 : Bid for Bond Work in Stonecrest

NOTICE TO PROCEED

TO:

PROJECT: FY2016-05-057 Bond Work in Stonecrest Planned Development 2016

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016, on or before _____, 2016 and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2016.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

_____,
this the _____ day of _____ 20_____.

By: _____

Print Name: _____

Title: _____

NP-1

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

s.s.

County of _____)

_____, being first duly sworn, deposes and says
that:

- (1) He/She is _____ of _____, 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 or 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 _____ or any person interested in the proposed
Contract; and

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

(Signed) _____

(Title) _____

Subscribed and sworn before me this _____ day of _____, 20_____

_____(Title)_____

My commission expires _____ 20_____.

NCA-1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ as Principal, and

_____ as Surety, are hereby held and firmly
bound

unto _____ 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 _____ day of _____, 20_____.

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 _____

NOW, THEREFORE,

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

BB-1

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their

hands and seals, and such of them as are corporations have caused their corporate seals to be hereto

affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____

Print Name: _____

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.

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

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

The CONTRACTOR will commence and complete the construction of:

FY2016-05-057 Bond Work in Stonecrest Planned Development 2016

1. 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.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, 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) BID
 - (D) BID BOND
 - (E) Agreement
 - (F) General Conditions
 - (G) Special Conditions
 - (H) Payment Bond
 - (I) Performance Bond

(J) Notice of Award

(K) Notice To Proceed

(L) Change Order

(M) DRAWINGS prepared by _____, numbered ____ through ____, and
dated _____, 2016.

(N) SPECIFICATIONS prepared or issued by _____
dated _____, 20____.

(O) ADDENDA:

NO. _____, Dated _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated. _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

NO. _____, Dated _____, 20__

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 contractor with up to (3) three sets of plans and specifications 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: _____

PRINT NAME: A. Keith McDonald

(SEAL-City of Bartlett Notary)

TITLE: Mayor, City of Bartlett

ATTEST:

NAME: _____
(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

PRINT
NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

NAME: _____
(Please Type)

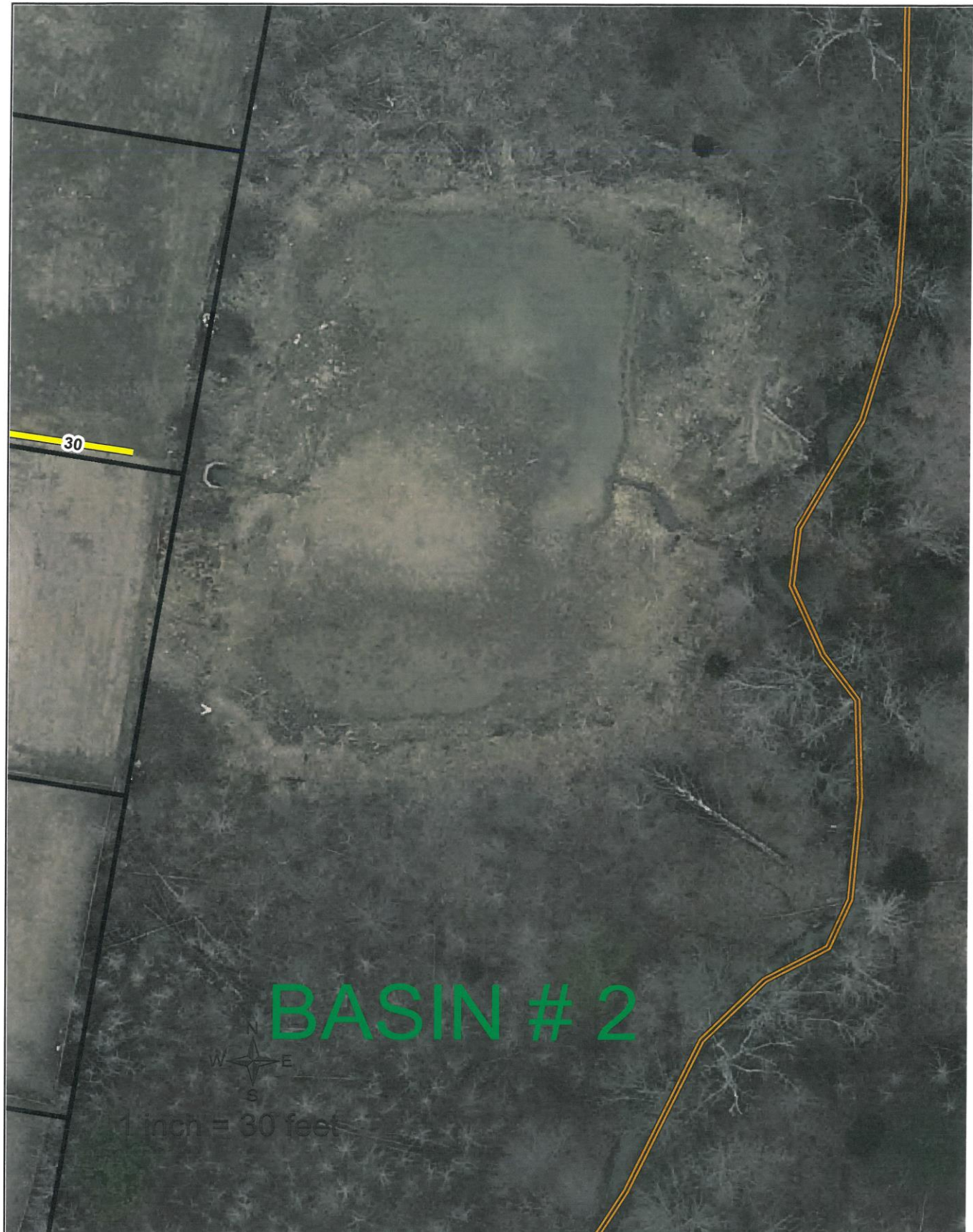
TITLE: _____



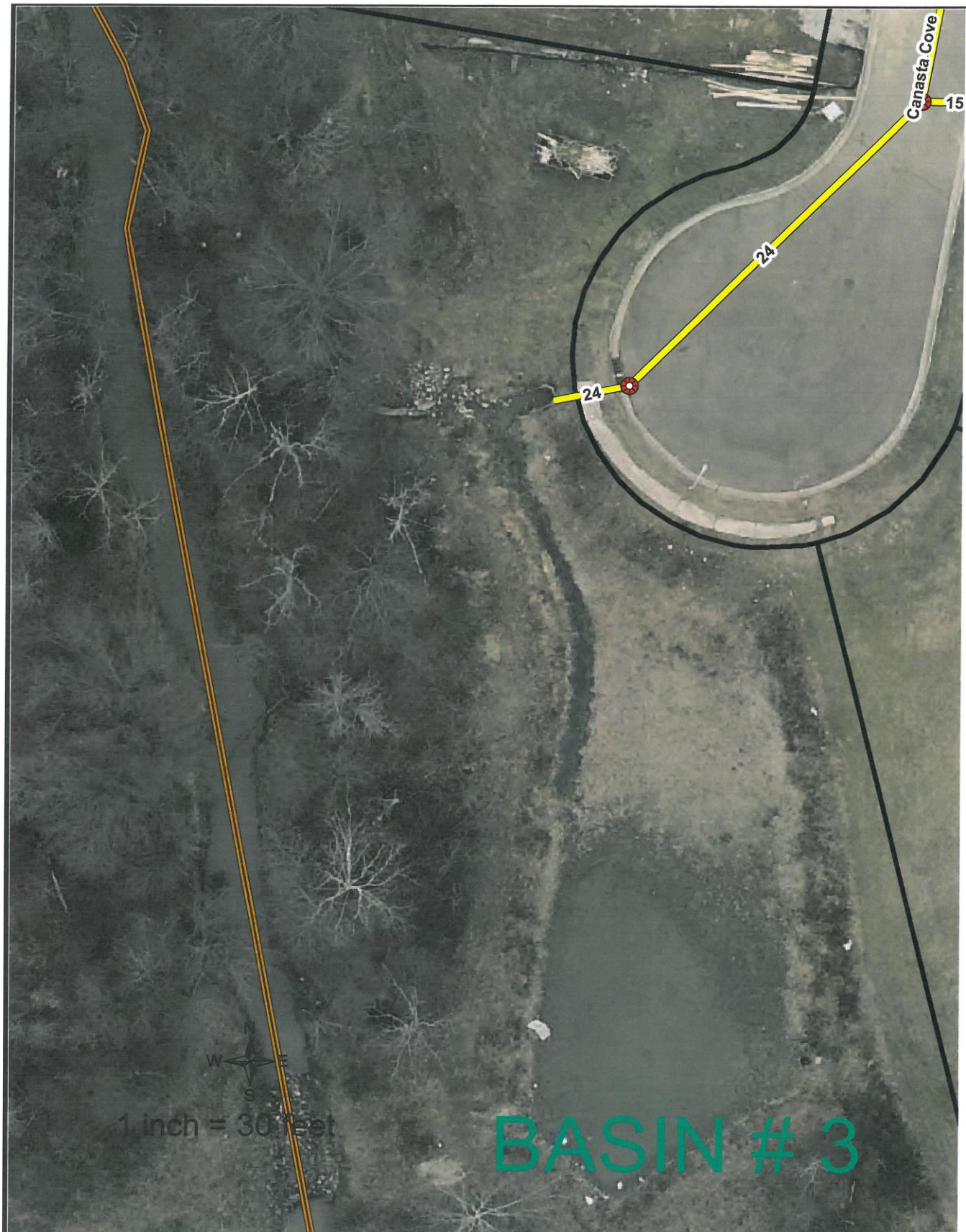
SCS-1



SCS-2



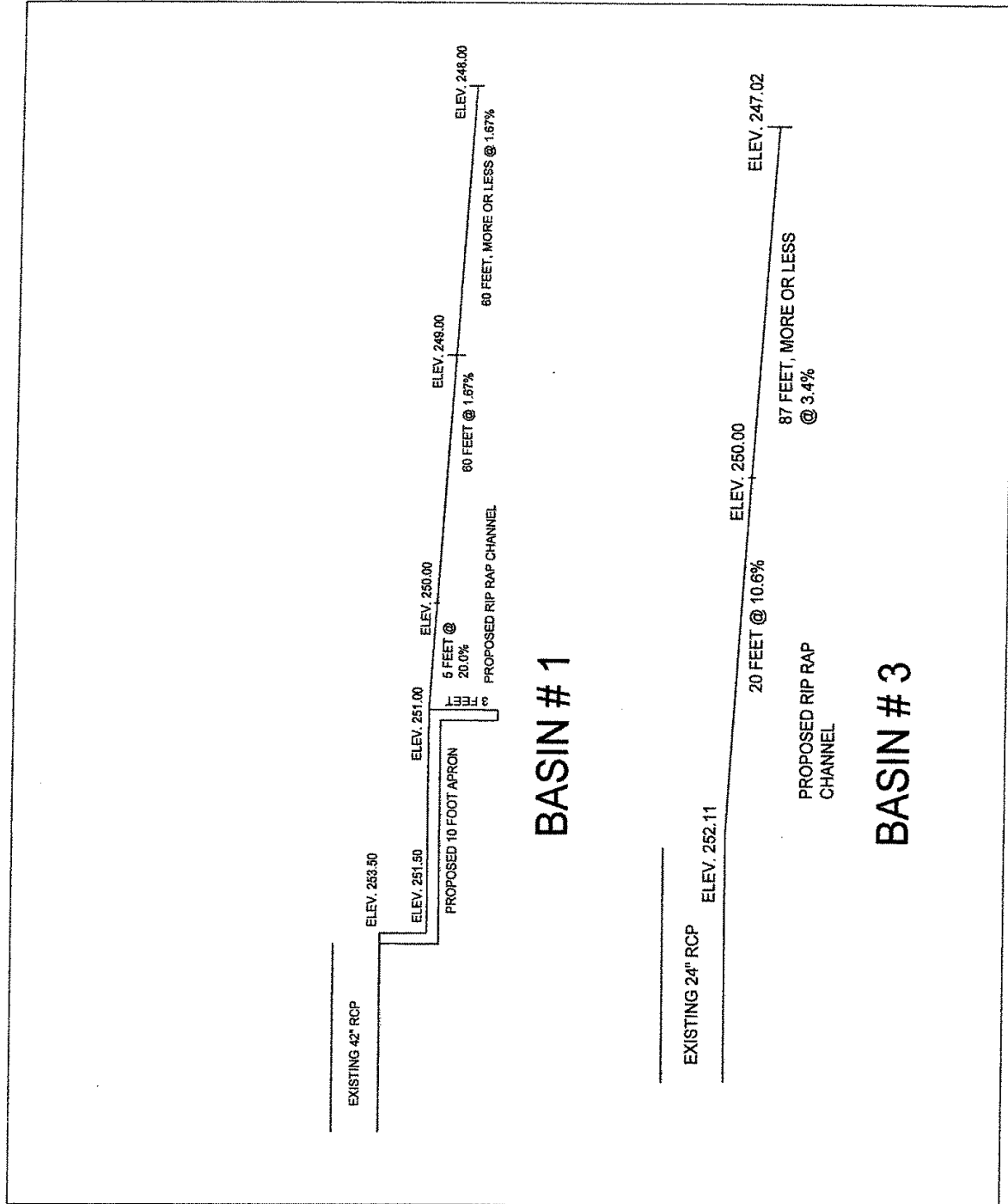
SCS-3



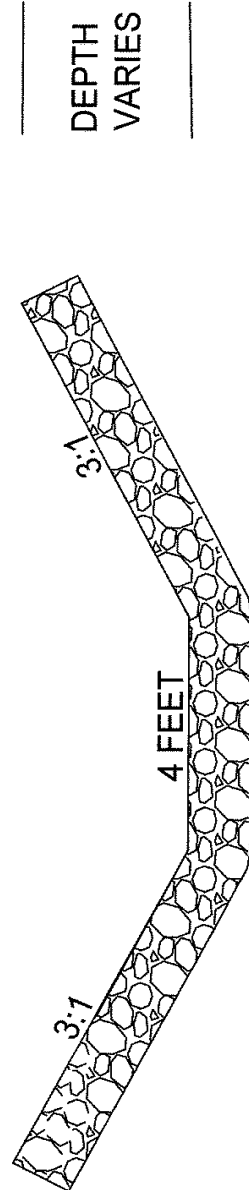
SCS-4

Attachment: SB FY2016-05-057 BOND WORK STONECREST PLANNED DEVELOPMENT 2016 bid (1867 : Bid for Bond Work in Stonecrest

BOND WORK IN STONECREST PLANNED DEVELOPMENT 2016
 Sealed Bid #: FY2016-05-057
 Due Date: July 14, 2016



SCS-5



PROPOSED RIP RAP CHANNEL
CLASS C RIP RAP 12 INCHES
THICK WITH FILTER CLOTH

SCS-6

Stonecrest Basin 1 Elevations

Station	HI	+ROD	-ROD	Elevation	Remarks
BM	258.62	5.07		253.55	FL Elevation from as-bulits for 42" RCP
0+00			5.12	253.50	Toe of headwall splashpad
0+00			7.51	251.11	CL ground elevation in ditch
0+50			8.70	249.92	
1+00			9.59	249.03	
1+43			9.94	248.68	Edge of stream water elevation
1+54			11.52	247.10	CL stream bottom elevation
0+60			4.75	253.87	Top of bank, ~5 feet north of ditch CL
0+60			5.92	252.70	65' offset to north from ditch CL
0+60			6.54	252.08	130' offset north from ditch CL
0+60			4.50	254.12	Top of bank, ~5.5 feet south of ditch CL
0+60			5.55	253.07	65' offset to south from ditch CL
0+60			6.30	252.32	120' offset to south from ditch CL

Date: May 16, 2016
 Weather: Overcast - 68 degrees
 Time: 10:30 AM
 Instrument: Shawn Land Rod: Don Fent

NOTES:
 Basin 1 is located behind lots 37 and 38

SCS-7



SCS-8



SCS-9

Stonecrest Basin 2 Elevations

Station	HI	+ROD	-ROD	Elevation	Remarks
BM	255.29	5.52		249.77	FL Elevation from as-bulits for 30" RCP
0+00			5.48	249.81	Toe of headwall splashpad
0+50			4.59	250.70	
1+00			4.61	250.68	
1+29			5.73	249.56	Edge of stream water elevation
1+32			5.73	249.56	CL stream bottom elevation
0+70			5.12	250.17	70 feet offset to north
0+70			5.12	250.17	50 feet offset to south

Date: May 17, 2016
 Weather: Mostly sunny - 81 degrees
 Time: 2:00 PM
 Instrument: Shawn Land Rod: Don Fent

NOTES:
 Basin 2 is located behind lots 25 and 26
 Stream bend at point of tie-in is choke point - Only 10 feet wide in bend



BASIN # 2

SCS-11

Stonecrest Basin 3 Elevations

Station	HI	+ROD	-ROD	Elevation	Remarks
BM	259.42	7.25		252.17	FL Elevation from as-bulits for 24" RCP
0+00			7.31	252.11	Toe of headwall splashpad
0+50			7.30	252.12	
1+00			11.64	247.78	
1+07			12.40	247.02	East edge of stream
1+12			12.55	246.87	Water level
1+18			13.19	246.23	Stream FL elevation
0+08			7.11	252.31	100 feet offset to south
0+08			7.31	252.11	197 feet offset to south

Date: May 19, 2016
 Weather: Mostly sunny - 78 degrees
 Time: 2:00 PM
 Instrument: Shawn Land Rod: Don Fent

NOTES:
 Basin 3 is located beside lot 9
 West bank of stream is at Station 1+23

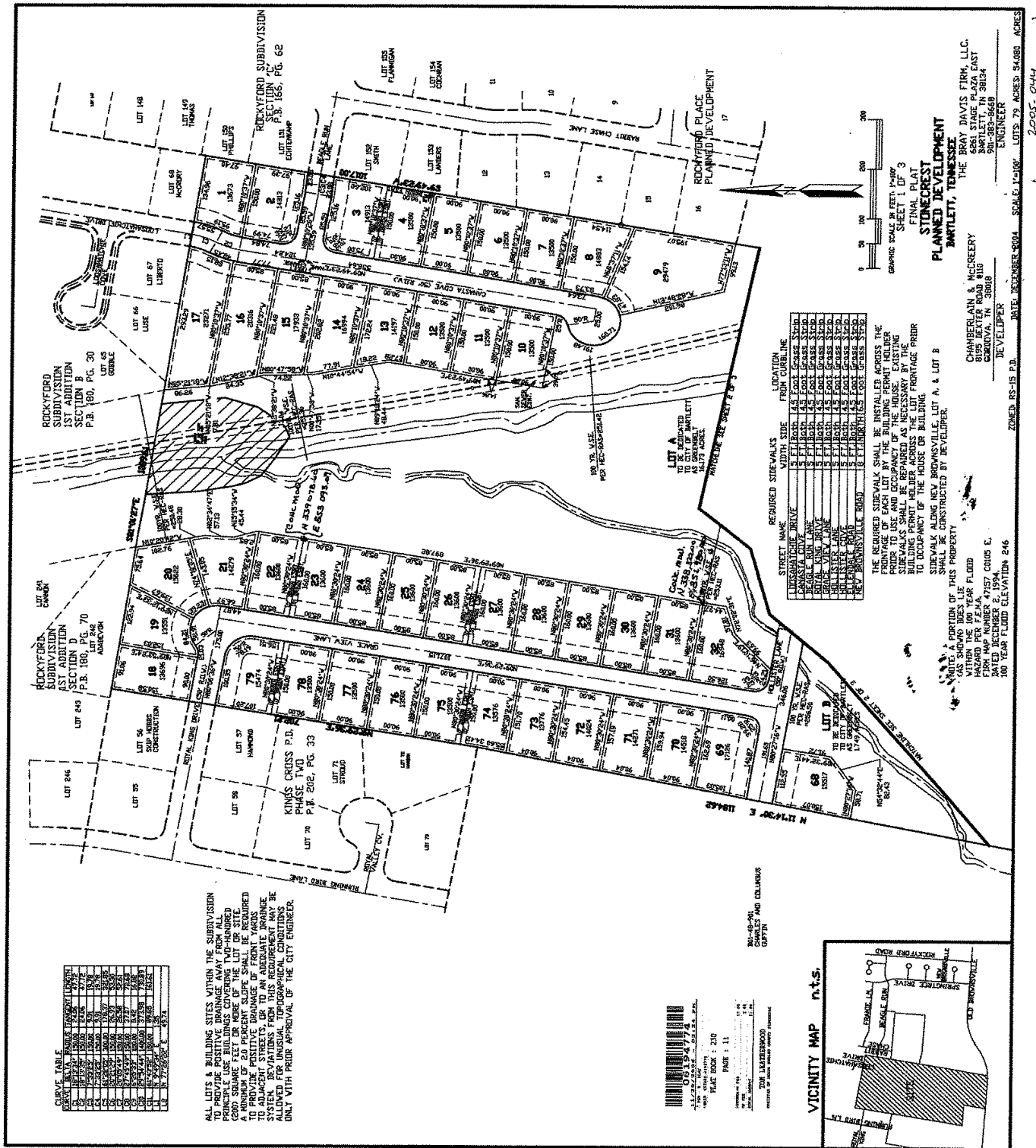
Stonecrest Basin 3 Elevations

Station	HI	+ROD	-ROD	Elevation	Remarks
BM	260.87	8.70		252.17	FL Elevation from as-bulits for 24" RCP
Water Level			8.23	252.64	
TP	262.13	5.55	4.29	256.58	
Top of Berm			6.35	255.78	
FL Stream			14.01	248.12	

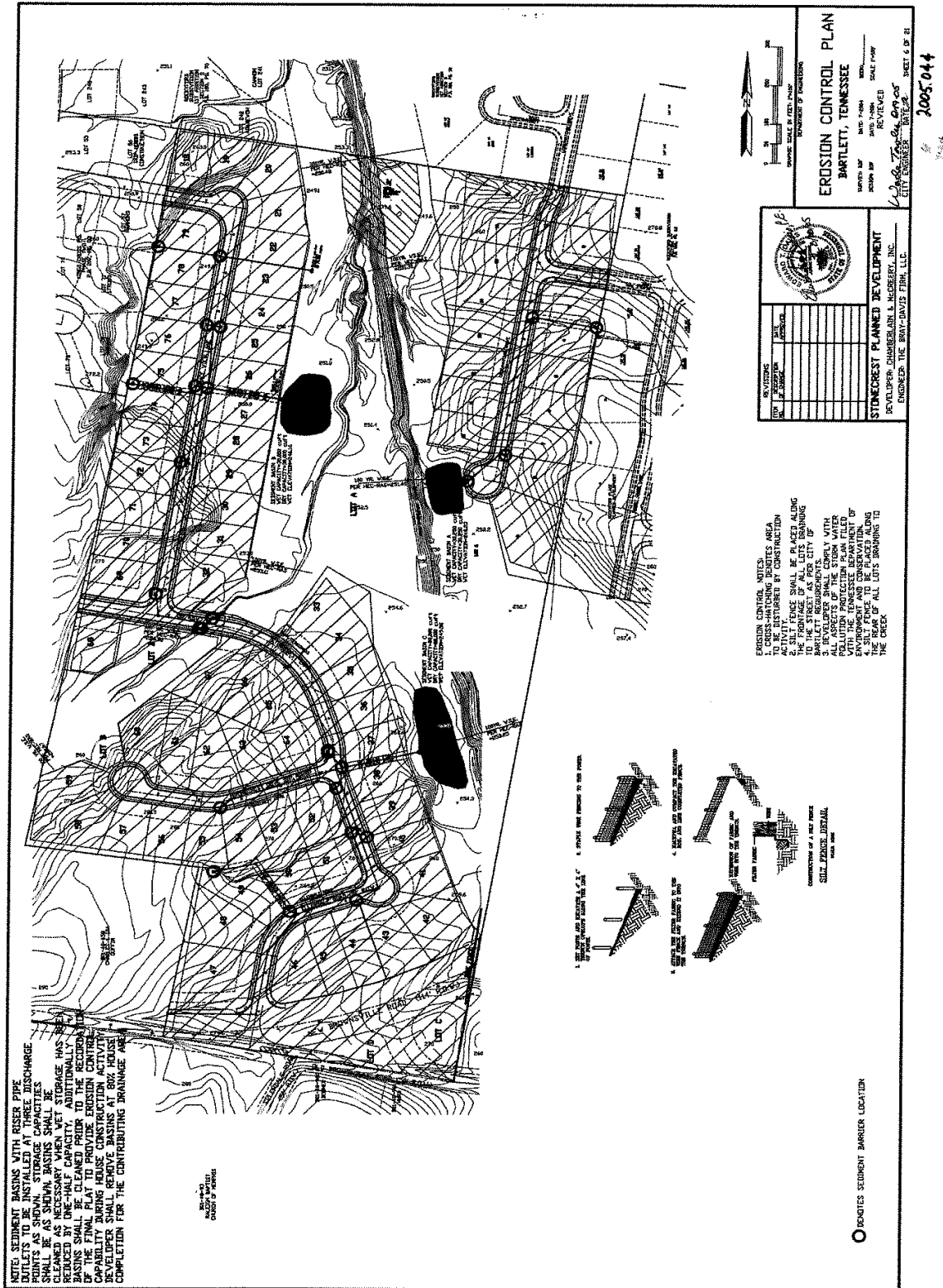
Date: June 1, 2016
 Weather: Mostly sunny - 78 degrees
 Time: 9:30 AM
 Instrument: Shawn Land Rod: Don Fent

NOTES:
 Basin 3 is located beside lot 9
 These elevations are for cut at south end of basin

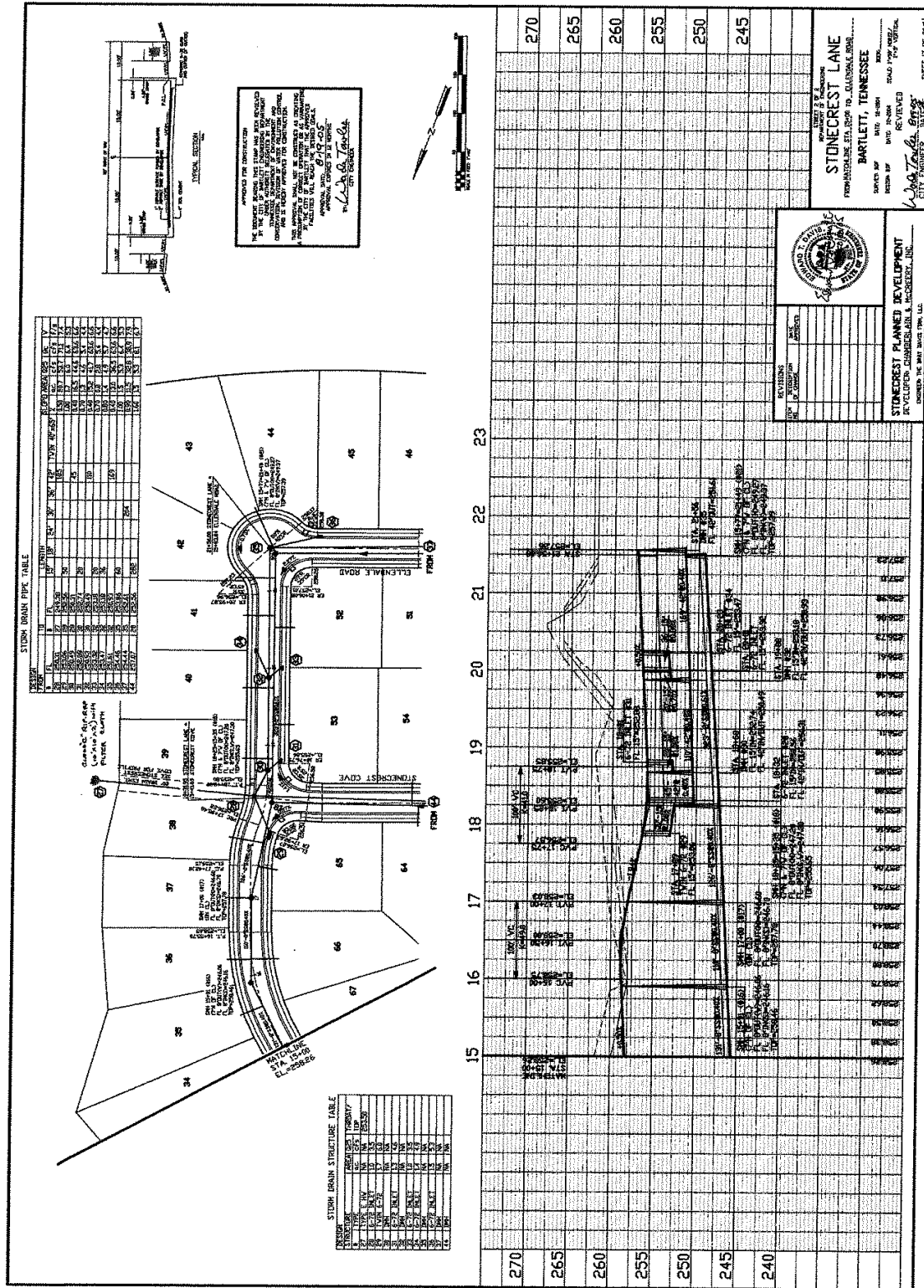


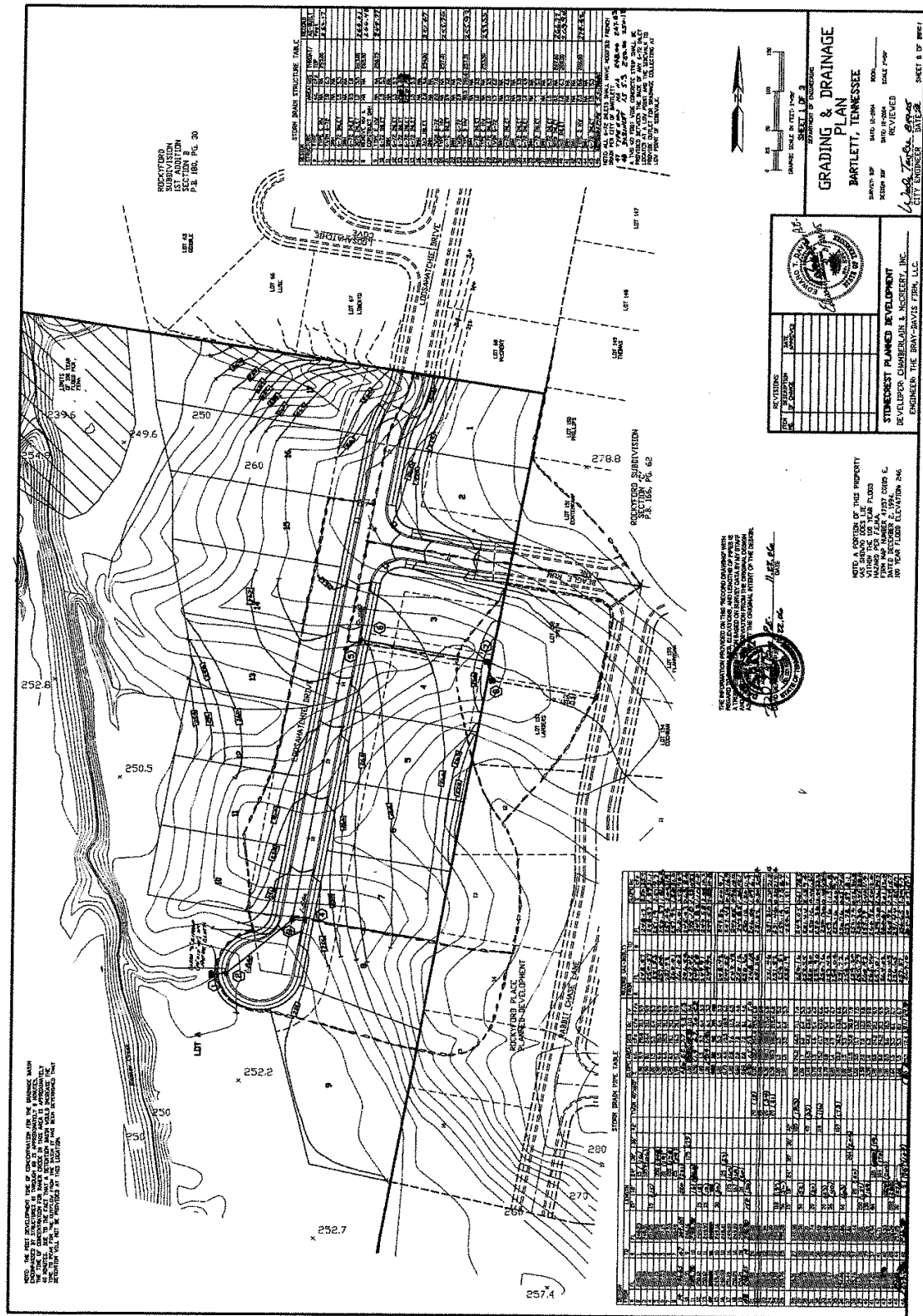




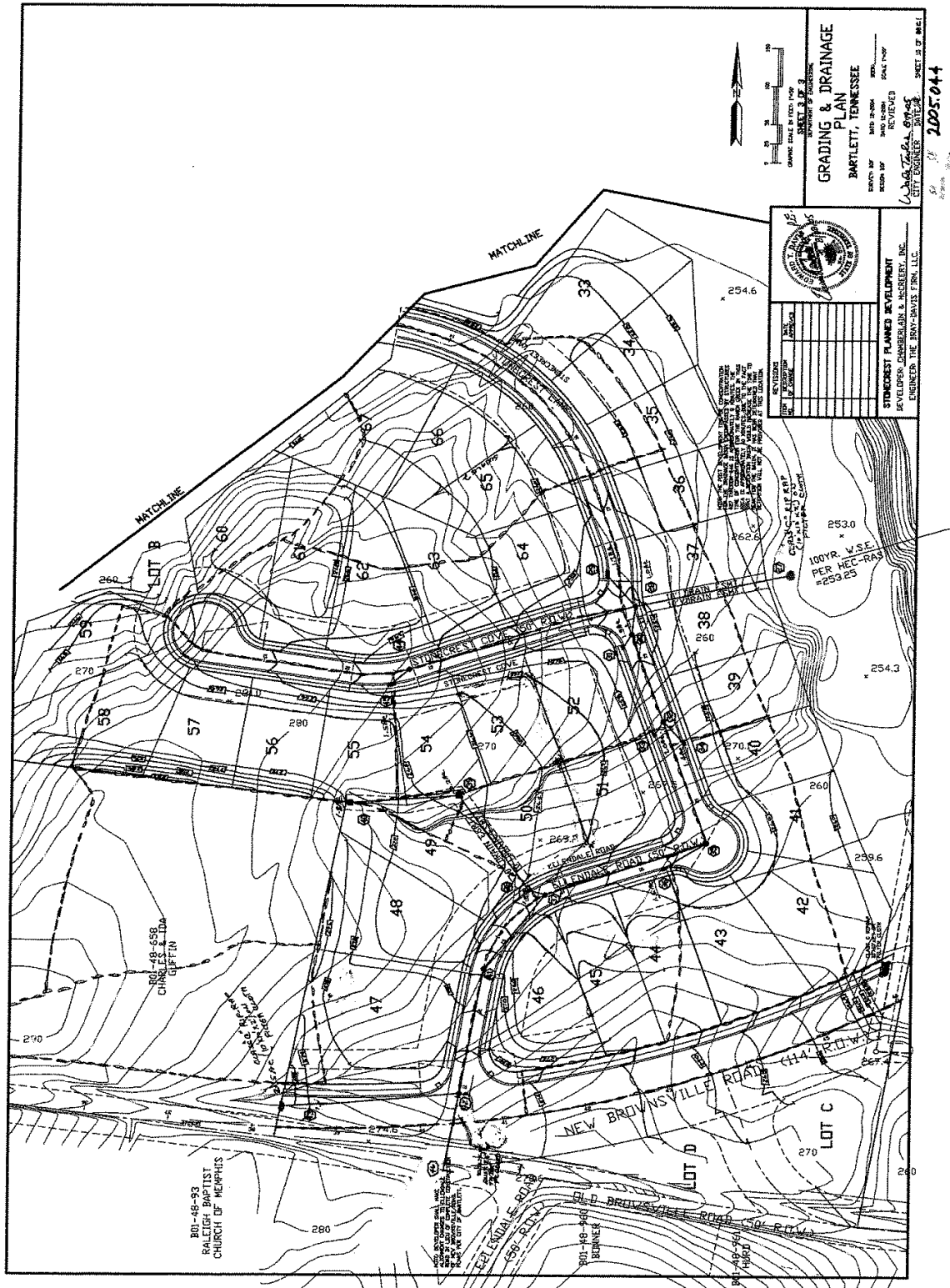












SCS-23

BID RESULTS										
FY 2016-05-057 BOND WORK IN STONECREST PLANNED DEVELOPMENT										
				ENSCOR, LLC		B&C CONSTRUCTION		ENGINEER ESTIMATE		
Item No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	
2	Basin # 1 clearing and grading to drain	LS	1	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	
3	Basin # 2 clearing and grading to drain	LS	1	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	
4	Basin # 3 clearing and grading to drain	LS	1	\$12,000.00	\$12,000.00	\$40,000.00	\$40,000.00	\$10,000.00	\$10,000.00	
5	Dirt hauled to the basin site for fill to make the basin drain (tickets will be required)	LOAD	20	\$150.00	\$3,000.00	\$200.00	\$4,000.00	\$250.00	\$5,000.00	
6	Class "C" Rip Rap including filter material(tickets will be required)	TON	620	\$50.00	\$31,000.00	\$75.00	\$46,500.00	\$65.00	\$40,300.00	
7	Sod—Bermuda (tickets will be required)	SY	1,200	\$4.00	\$4,800.00	\$3.00	\$3,600.00	\$4.50	\$5,400.00	
8	Rip Rap check dam for erosion control	EACH	3	\$1,500.00	\$4,500.00	\$750.00	\$2,250.00	\$1,000.00	\$3,000.00	
9	Sidewalk, 5 feet wide and 4 inches thick, 4,000 psi limestone	LF	70	\$25.00	\$1,750.00	\$25.00	\$1,750.00	\$30.00	\$2,100.00	
10	Construction Entrance	EACH	3	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$1,250.00	\$3,750.00	
Stonecrest Planned Development Bid Total					\$88,550.00		\$185,600.00		\$97,050.00	



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM
Department: Code Enforcement
Category: Purchase
Prepared By: Valerie Brantley
Department Head: Jim Brown

Bid for one 2016 Dodge Ram Truck.

On July 21, 2016 an ad was placed in the *Daily News*. On August 4, 2016 the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

AutoNation	\$22,465.44 / F-150 - 95 day delivery
Country Ford	\$23,997.00 / F-150 - 3 day delivery-stock
Golden Circle	\$22,315.00 / F-150 - 112 day delivery
Homer Skelton	\$22,431.00/Ram 1500 - 3 day delivery-stock
Landers Ford	\$22,945.44 / F-150 - 90 day delivery
Premier Automotive	\$20,895.36/Ram 1500-90 to 120 day delivery

We recommend the bid be awarded to Homer Skelton Chrysler Dodge Jeep of Millington for a price of \$22,431.00 because they provided the lowest & best price for in-stock, immediate delivery as per the bid requirements.

Funds are available in Account 311.48311.785.29117.

Thank you for your consideration.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/09/16 07:00 PM
Department: Administration
Category: Contract
Prepared By: Stefanie McGee
Department Head: Mark Brown

Professional Services contract with Tyler Marketing.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 08/09/16 07:00 PM

Department: Engineering

Category: Contract

Prepared By: John Horne

Department Head: Rick McClanahan

AGENDA ITEM**Developer change for Precision Laser Art's site plan contract.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

SITE PLAN, GRADING, AND EROSION CONTROL CONTRACT

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

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has by resolution of June 6, 2016, approved the Site Plan, Grading, and Erosion Control Plans for PRECISION LASER ART, and established certain conditions for approval of this Site Plan, Grading, and Erosion Control Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

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

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

I

GENERAL PROVISIONS

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

relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the site plan.

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

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

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

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

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

10. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this site plan in accordance with the approved

Master Plan, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY

an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

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

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

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

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

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the sediment ponds, silt fence, rip-rap check dams, erosion control blankets, storm drain systems, sidewalk, driveway apron, landscape screen, and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. Said plans shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses

of engineering inspection by the CITY ENGINEER, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

III

SEDIMENT AND DEBRIS

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

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

IV

DRAINAGE DESIGN RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

V

WARRANTY PROVISIONS

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

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

VI

BONDING REQUIREMENTS

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

VII

HOLD HARMLESS

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

XVII

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

I. Due at Execution of Site Plan, Grading, and Erosion Control Contract and before Construction Begins:

- | | | | |
|----|--|--|-------------------|
| 1. | Water Plant Expansion (15% of Water Main Cost) | | |
| | Water Main Cost = \$20,070.00 | | <u>\$3,010.50</u> |
| 2. | a. Water System Engineering and Subdivision Review @ 6%
of Water Main Cost \$20,070.00 | | <u>\$1,204.20</u> |
| | b. Subdivision and Site Plan Review Fee @ \$175 per lot
or 1.5% of Public Improvement Cost, whichever is greater | | |
| | \$175 x 1 = \$ 175.00 | | |
| | 1.5% of \$84,640.27 \$1,269.60 | | <u>\$1,269.60</u> |
| 3. | Sewer Review Fee - \$10 per lot or \$25 per 250 feet
of sewer line extension (whichever is greater)
Minimum charge of \$25 per contract | | |
| | \$10.00 implies \$10.00 | | |
| | \$25.00 implies \$0.00 | | <u>\$25.00</u> |
| 4. | Water Connection Fee
@ \$3,000.00 per service
(1) 2" Domestic Service (Existing Fees <u>NOT</u> paid by Previous Developer)
(1) 1" Irrigation Service | | <u>\$6,000.00</u> |
| 5. | City Site Plan Inspection @
A: 3% of Development Cost \$2,539.21
or B: \$300.00 per Lot \$300.00
Whichever is greater | | <u>\$2,539.21</u> |
| 6. | Cost of Water and Sewer Mains to the Subdivision | | <u>\$0.00</u> |

SEWER BASIN: SOUTH

7.	Sewer Connection Charge at Greater of either @ \$2333 per acre 1.204 \$2,808.93 \$33 per Front Foot x 120' \$3,960.00 (Fees Paid by Original Developer)	<u>\$0.00</u>
----	---	---------------

DRAINAGE BASIN: SOUTH

8.	a. Drainage Control Fee for those lots not served by a Detention Basin at \$500.00 per half acre or fraction thereof (in multiples of \$500)	
8.	b. 'Drainage Control Fee for those lots served by a Detention Basin at \$250 per acre or fraction thereof (in multiples of \$250) 1.204 Acres	<u>\$ 750.00</u>
9.	City portion of Water Improvements	N/A
TOTAL DUE CITY		\$14,798.51

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

1. Asphalt Paving Cost (Estimated Construction Cost)	<u>\$0.00</u>
2. Street Light (Estimated (Street Light Removal)	<u>\$0.00</u>
TOTAL DUE II	<u>\$0.00</u>

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND) \$84,640.27

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

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

A. Keith McDonald
MAYOR, CITY OF BARTLETT

DEVELOPER: M.D.D. PROPERTIES, LLC

By: _____

Printed Name: _____

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/09/16 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

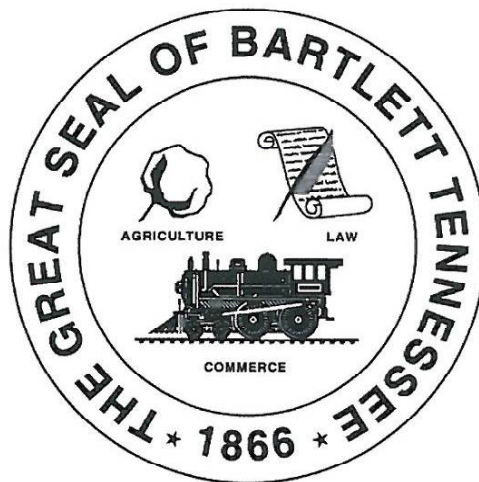
Department Head: Rick McClanahan

**Drought management plan as required by the Tennessee
Department of Environment and Conservation.**

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

DROUGHT MANAGEMENT PLAN

CITY OF BARTLETT



JUNE 2016

PREPARED BY: Engineering Department

TABLE OF CONTENTS

STEP 1 – PREPLANNING.....	
STEP 2 – ORGANIZING THE PROCESS.....	
STEP 3 – EXISTING PLANS AND POLICIES.....	
STEP 4 – AGENCY COORDINATION.....	
STEP 5 – PLAN MANAGEMENT PHASES AND TRIGGER POINTS.....	
STEP 6 – IMPLEMENTATION PLAN.....	
STEP 7 – MANAGEMENT TEAM.....	
STEP 8 – REVIEW.....	

STEP 1 – PREPLANNING

1.1 – AUTHORITY AND STATUS TO PLAN

Under the Authority of the Tennessee Department of Environment and Conservation; (TDEC), T.C.A. §§ 68-221-701 Rules of TDEC Division of Water Resources Chapter 0400-45-01-.17, the City of Bartlett is required to prepare and maintain an Emergency Operations Plan; (EOP), in order to safeguard the water supply and to alert the public of unsafe drinking water in the event of natural or man-made disasters. Emergency operation plans shall be consistent with guidelines established, reviewed, and approved by TDEC.

The EOP shall include a Drought Management Plan; as a part of the EOP. TDEC has granted The City of Bartlett Board of Mayor and Aldermen the authority to administer and enforce the guidelines set forth in this Drought Management Plan; RESTRICTED USE OF WATER - “In times of emergencies or in times of water shortage, the municipality reserves the right to restrict the purpose for which water may be used by a customer and the amount of water which a customer may use”.

The City of Bartlett will recognize the Ground Water Quality Control Board (GWQCB) for Shelby County and will make decisions based on GWQCB supplemental information.

1.2 – SYSTEM CHARACTERISTICS AND RISKS

1.2.1 - SOURCES

The City of Bartlett obtains all of its water from the Memphis Sands Aquifer.

1.2.2 - RAW WELL WATER

The City of Bartlett operates ten wells that range in depth from 501 feet to 891 feet. The wells have pumping capacities that range from 1000 GPM to 1600 GPM

1.2.3 - WATER PRODUCTION

The wells feed four water treatment plants with a total treatment capacity of 20 million gallons per day and a high service pump capacity into the distribution system of 18 million gallons per day.

1.2.4 - TREATMENT PROCESS

The treatment process consists of pumping the raw water from the wells through aerators for removal of any dissolved carbon dioxide and pH control. The water is then pre chlorinated for disinfection before entering the gravity filters where the water is filtered for iron removal. Once through filters the water is post chlorinated for disinfection and fluoride is fed before entering the reservoir. Once in the reservoir the water will then be pumped out to the customers of the City.

1.2.5 - STORAGE CAPACITY

STORAGE TANK	CAPACITY (GALLONS)
PLANT 1 RESERVOIR	1,000,000
PLANT 2 RESERVOIR	200,000
PLANT 3 RESERVOIR	3,000,000
PLANT 4 RESERVOIR	1,000,000
TANK 1/Easthill	500,000
TANK 2/NH	300,000
TANK 3/70	100,000
TANK 4/WOODL	50,000
TANK 5/IND	300,000
TANK 6/B6	500,000
STANDPIPE	200,000
TANK 7/QR	500,000
TANK 8/RC	500,000
TANK 9/B9	750,000
TOTAL	8,900,000

1.2.6 - BREAKDOWN OF WATER USAGE AND SEASONAL VARIATIONS

Bartlett sells water to about 21,400 connections. The breakdown of the water sales for calendar year 2015 is listed below:

CUSTOMER CATEGORY	AVERAGE DAILY USE (GALLONS)	% OF TOTAL	PEAK DAILY USE (GALLONS)	% OF TOTAL	INCREASE (PEAK OVER AVERAGE GALLONS)	% INCREASE (PEAK OVER AVERAGE)
RESIDENTIAL	3,850,221	76.61%	5,191,088	76.44%	1,340,867	34.83%
MUNICIPAL/COB	119,925	2.39%	220,620	3.25%	100,695	83.97%
COMMERCIAL	1,055,460	21.00%	1,379,486	20.31%	324,026	30.70%

1.2.6 - WATER SYSTEM RISKS

The City of Bartlett has a reliable water source within the Memphis Sands Aquifer. The Memphis Sands are up to 1,100 feet deep in the area and the water level in the aquifer has not suffered any significant drop within the last 20 years, due to the large recharge area of the region.

Treatment and Distribution risks would be line breaks, equipment failure, weather related hazards, earthquakes, and contamination. The City of Bartlett has plans set in place to handle all the situations stated above with in our EOP to handle minor to city wide disasters.

1.3 – DROUGHT MANAGEMENT PLAN – STATEMENT OF PURPOSE

The City's goal during a drought is to conserve its water supply source and production capabilities and reduce the effects of weather conditions and droughts on its customers. The City's plan is designed to protect its water production and delivery systems while preserving service to its customers. Due to the unpredictable nature of climate and associated rainfall, it is reasonable and prudent that a Drought Management Plan be available for implementation when such a need arises. The City will use a staged approach in dealing with dry weather conditions and droughts and their associated impacts on its system and its customers.

The City is committed to taking appropriate steps to avert and, if necessary, mitigate the effects of a drought, which could jeopardize public health, safety, welfare, and cause economic hardships to its customers. Water conservation by its customers (residential, commercial, industrial, institutional, and municipal systems) will be the primary focus of these mitigation efforts. This staged approach will utilize system and drought stages as triggers. In addition, performance measures including but not limited to, water demands or usage, storage tank levels, precipitation deficits, and drought assessment maps will be considered. The systems management team will consider actual values for one or more of the drought trigger points with the other factors listed above, in its best judgement, to determine the operative drought stage. The Drought Management Plan is designed to remain flexible and to accommodate procedures that would provide the most useful guidance and the ability to minimize the adverse impacts of a drought.

1.4 – DROUGHT MANAGEMENT PLAN – INTERFACE WITH EMERGENCY OPERATIONS PLAN

Both the EOP and the Drought Management Plan have public notification provisions in the event of a disaster or drought event is declared. All public notifications are handled by the City's public information office.

STEP 2 – ORGANIZING THE PROCESS

2.1 – PLANNING PROCESS

City staff has been an integral part of the development of the Drought Management Plan. Approval authority of the Drought Management Plan rests with the Board of Mayor and Aldermen under the City Charter. Public review has been available as part of the Board of Mayor and Aldermen meetings.

2.1.1 - PLANNING COMMITTEE

The planning process was led by Mayor A. Keith McDonald, with support from Water Treatment, City Engineering, Water Admin, and Public Works.

2.1.2 - PLANNING PROCESS

The City followed the TDEC document entitled Guidance for Developing Community Water System Drought Management Plans dated Dec. 2009 in formulating this Management Plan along with examples from neighboring Municipalities.

2.2 – PUBLIC INVOLVEMENT AND PUBLIC REVIEW

There will be a public hearing on the Drought Management Plan at the Planning Commission Meeting prior to being presented to the Board of Mayor and Aldermen for approval.

2.3 – IDENTIFICATION GOALS

The goal of the Drought Management Plan is to maintain the supply of water throughout the water system in order to meet the water systems established objectives and priorities under increasing worsening drought conditions in order to minimize adverse effects on public health or safety, economic activity, environmental resources of life activity.

2.3.1 – GOALS

- A. To detect and monitor the type and severity of the situation.
- B. To take the appropriate action in order to minimize adverse impacts, damage or losses, protect health and save lives.
- C. To ensure water is safer to drink and establish a plan to notify customers of any necessary and appropriate protective actions.
- D. To remain in compliance with state and federal Drinking Water Regulations during an emergency response.
- E. To address and repair damaged water system components in a prioritized schedule.

2.3.2 – OBJECTIVES AND PRIORITIES

Water uses, in order of priority, are as follows:

- A. Medical, Elderly and Critical Care Facilities, Hospitals
- B. Human Consumption
- C. Fire Protection
- D. Animals
- E. Environmental
- F. Commercial
- G. Industrial
- H. Recreational
- I. Aesthetic

STEP 3 – IDENTIFY EXISTING PLANS, PARTNERSHIPS, POLICIES AND PROCEDURES

3.1 – EXISTING EMERGENCY OPERATIONS PLANS AND DROUGHT MANAGEMENT PLANS

The City of Bartlett has had a Water Conservation Resolution within its EOP since 1989 which was used to form this current Drought Management Plan.

3.2 INTERCONNECTIONS, MUTUAL AID AGREEMENTS AND BACKUP SERVICES

The City of Bartlett has six metered connections with Memphis Light, Gas and Water (MLGW). These connections are located at:

- A. 3585 Altruria Memphis WTP#1 to reservoir, 8" (NC, METERED)
- B. Highway 70 and Charles Bryan, 6" (NC VALVE)
- C. Highway 64 and New Brunswick, 8" (NC VALVE)
- D. Memphis Arlington and Brunswick, 8" (NC VALVE)
- E. Hadley and St. Philip, 8" (NC VALVE)
- F. Billy Maher and Old Brownsville, 12" (NC VALVE, METERED)

3.3 – ORDINANCES, POLICIES, LEGAL REQUIREMENTS

There are no new ordinances, policies or legal requirements that affect this plan.

STEP 4 – COORDINATE WITH STATE OR REGIONAL AGENCIES OR OTHER CWSs

4.1 REGIONAL STAKEHOLDERS

- A. Tennessee Department of Environmental and Conservation (TDEC), Division of water supply, 8383 Wolf Lake Drive Bartlett, TN 38133-4119
- B. Memphis Light, Gas, and Water
- C. Bartlett Fire Department

4.2 LIMITING FACTORS

Bartlett's water system is a groundwater source system, not under the direct influence of surface water. The source is not limiting factor, since 100% of Bartlett's water comes from the Memphis Sands. The limiting factors for the City of Bartlett would be is pumping capacity to and from the water treatment plants.

Bartlett can currently treat up to 13 million gallons of water per day and pump at a rate of 18 million gallons per day of water into the distribution system. Bartlett's system has 8.9 million gallons of storage capacity.

Bartlett can purchase water from MLGW at an estimated rate of 2 million gallons per day. The amount of water that can be purchased from MLGW is limited to the capacity that MLGW has available for sale.

STEP 5 – PLAN MANAGEMENT PHASES AND TRIGGER POINTS

5.1 – DROUGHT MANAGEMENT PHASES

Bartlett has formulated its Drought Management Plan in accordance with TDEC Guidelines. Drought alerts will be issued by TDEC as determined through the US Drought Monitor. The US Drought Monitor is maintained by the National Drought Mitigation Center at the University of Nebraska – Lincoln.

Bartlett will monitor the US Drought map to determine the level(s) of drought within Bartlett service area as posted on TDEC's website <http://state.tn.us/environment/water>.

5.2 – TRIGGER POINTS

Bartlett's Drought Management Plan will have four trigger points:

1. Trigger Point 1 - Drought Alert and/or System Demand at 75% of Pumping or Production Capacity.
2. Trigger Point 2 - Moderate Drought Alert and/or System Demand at 85% of Pumping or Production Capacity.
3. Trigger Point 3 - Severe Drought Alert and/or System Demand at 90% of Pumping or Production Capacity.
4. Trigger Point 4 - Extreme Drought alert and/or System Demand at 95% of Pumping or Production Capacity.

5.3 – ACTIONS TO BE TAKEN WITH TRIGGER POINTS

1. Trigger Point 1 – Bartlett to monitor the drought stages and system demands on an instantaneous basis, as well as, a 24 hour production basis.
2. Trigger Point 2 – Bartlett to request customers voluntarily reduce water consumption 15%.
3. Trigger Point 3 – Bartlett to institute mandatory water restrictions and prohibit the following activities:

Restrictions:

- A. Watering of lawns, flowers and/or vegetable gardens, trees, shrubs, etc. are restricted to assigned days of the week and/or certain hours of the day by odd/even addressed numbers.
- B. Watering of fairways on any golf course and all ball/athletic fields restricted to certain hours of the day (if using City water).
- C. Normal fire hydrant testing and flushing restricted to 50% of the schedule.

Prohibited:

- A. Washing sidewalks, driveways, parking areas, tennis courts, patios, or any other impervious surfaces by commercial, industrial or residential customers, except for sanitary or safety purposes.
- B. Non-commercial washing of privately own vehicles, trailers or boats.
- C. Use of water for dust control.
- D. Firefighting training classes.

4. Trigger Point 4 – Mandatory water restrictions and prohibitions as stated in Trigger Point 3, plus the following restrictions and prohibitions:

Restrictions:

- A. Commercial nurseries, garden centers and vegetable gardens will be restricted to absolute minimum usage to keep plants alive.
- B. Watering of golf course tees and greens, right of ways, ball fields and landscaped entryways to subdivisions, storefronts, etc. may be allowed on certain days as granted by the City (if using City water).

- C. Industries shall be restricted to 75% of their normal daily usage based on their average daily usage for the past 12 months.

Prohibited:

- A. All non-state mandated line flushing by the departments of the City.

STEP 6 – PLAN FOR IMPLEMENTATION

6.1 – MONITORING SUPPLY AND DEMAND

The City will monitor the following in addition to the actions in Step 5:

- A. Water Pressure in the distribution system.
- B. Tank and clear well levels.
- C. Perform daily inspections of the distribution system for violations of the water use restrictions and prohibited uses.

6.2 – PLAN ACTIVATION

The City will inform the public of the Drought Management Plan activation through the City's Public Information Office. The Public Information Office disseminates information through press releases, emails, social media and the City website.

6.3 – COMPLIANCE AND ENFORCEMENT

The authority to enforce the provisions of the Drought Management Plan is delegated to the Engineering Director by the Board of Mayor and Aldermen.

There will be staged enforcement of the Drought Management Plan:

- | | |
|------------------|---|
| First Offense - | Warning in writing, including notice of potential service disconnection. |
| Second Offense - | An Administrative Penalty of no less than \$500.00 will be assessed to customer in violation. |

Third Offense - Water connection shall be disconnected discontinuing service to the customer in violation and subject to Mayors' review. Customer will have the right to reinstatement of service only after approval of the Board of Mayor and Aldermen and subject to such terms and conditions as the Board of Mayor and Aldermen see fit.

STEP 7 – MANAGEMENT TEAM

7.1 – MEMBERS

The Engineering Director shall be responsible for monitoring and implementing the Drought Management Plan. Team members who will be charged with implementation of the Drought Management Plan include Water Treatment Division Staff and Public Works Water Division Staff. In the absence of the Engineering Director, the Assistant Engineering Director will be responsible for monitoring and implementing the Drought Management Plan.

7.2 – ACTIVATION

The Management Team will activate when Trigger Point 1 is reached.

7.3 – ROLES AND FUNCTIONS

Roles and functions will be determined on a case by case basis, depending on team member availability and projected drought duration and severity.

7.4 – RECORDS AND DOCUMENTATION

The Water Treatment Division Manager will maintain the documentation of the drought. The information recorded includes:

- A. Date when Drought Management Plan was initiated and when additional trigger points are reached.
- B. Daily production and maximum instantaneous demands.
- C. Daily storage tank levels.
- D. Log of customers violating restrictions in the Drought Management Plan.
- E. Date when the different drought stages have been lifted.

7.5 – DEACTIVATION

The Water Treatment Manager will monitor each drought situation and determine when the phases may be lifted and when the Drought Management Plan can be deactivated.

STEP 8 – REVIEW

8.1 – EVALUATION OF PLAN EFFECTIVENESS

Once drought event is over, the City of Bartlett Engineering Director will initiate a review with the management team of all the Drought Management Plan actions, records and results to determine the effectiveness of the Drought Management Plan during the even.

8.2 – UPDATE PLAN

If after evaluation of the Drought Management Plan effectiveness, there are areas that need to be improved the Drought Management Plan will be updated and at a minimum, the Drought Management Plan will be reviewed and updated every three years.

8.3 ADOPT UPDATED PLAN

After each update it will be presented to the Board of Mayor and Aldermen for approval.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 08/09/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Stefanie McGee

Department Head: Dick Phebus

AGENDA ITEM

**Presentation of Debt Obligation Form Related to Capital
Outlay Note Series 2016.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Jack Young, Vice Mayor**SECONDER:** W.C. Pleasant, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:	
Name:	<u>City of Bartlett</u>
Address	<u>6400 Stage Road</u> <u>Bartlett, TN 38134</u>
Debt Issue Name:	<u>General Obligation Capital Outlay Note, Series 2016</u>
If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.	
2. Face Amount: <u>\$ 1,127,500.00</u>	
Premium/Discount:	<u>\$ 0.00</u>
3. Interest Cost: <u>1.9400</u> % ☒ Tax-exempt ☐ Taxable	
☒ TIC ☐ NIC ☐ Variable: Index _____ plus _____ basis points; or ☐ Variable: Remarketing Agent _____ ☐ Other: _____	
4. Debt Obligation:	
☐ TRAN ☐ RAN ☒ CON ☐ BAN ☐ CRAN ☐ GAN ☐ Bond ☐ Loan Agreement ☐ Capital Lease	
If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").	
5. Ratings:	
☒ Unrated	
Moody's _____	Standard & Poor's _____ Fitch _____
6. Purpose:	
☒ General Government <u>100.00</u> % ☐ Education _____ % ☐ Utilities _____ % ☐ Other _____ % ☐ Refunding/Renewal _____ %	BRIEF DESCRIPTION <u>general public works projects</u> _____ _____ _____
7. Security:	
☒ General Obligation ☐ Revenue ☐ Annual Appropriation (Capital Lease Only)	☐ General Obligation + Revenue/Tax ☐ Tax Increment Financing (TIF) ☐ Other (Describe): _____
8. Type of Sale:	
☐ Competitive Public Sale ☐ Negotiated Sale ☒ Informal Bid	☐ Interfund Loan _____ ☐ Loan Program _____
9. Date:	
Dated Date: <u>08/12/2016</u>	Issue/Closing Date: <u>08/12/2016</u>

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2017	\$ 149,500.00	1.9400 %		\$	%
2018	\$ 155,000.00	1.9400 %		\$	%
2019	\$ 158,000.00	1.9400 %		\$	%
2020	\$ 161,000.00	1.9400 %		\$	%
2021	\$ 165,000.00	1.9400 %		\$	%
2022	\$ 168,000.00	1.9400 %		\$	%
2023	\$ 171,000.00	1.9400 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 1,000	Bone McAllester Norton
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 1,000	

Attachment: CT-0253 for 20160809 BMA (1882 : CT0253 CON 2015)

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

	AMOUNT (Base amount, \$)	FIRM NAME (If different from #11)
Remarketing Agent		
Paying Agent / Registrar		
Trustee		
Liquidity / Credit Enhancement		
Escrow Agent		
Sponsorship / Program / Admin		
Other		

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link

or

☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☒ Yes☐ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ NoIf yes to either question, date that disclosure is due One year from fiscal year endName and title of person responsible for compliance Finance Director**15. Written Debt Management Policy:**

Governing Body's approval date of the current version of the written debt management policy

12/13/2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy

Date of Letter of Compliance for derivative

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on

and presented at public meeting held on

Copy to Director to OSLF:

on

either by:

☐ Mail to:

OR

☒ Email to:505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

AUTHORIZED REPRESENTATIVE

PREPARER

Name

A. Keith McDonald

Title

Mayor

Firm

City of BartlettTennessee Municipal Bond Fund

Email

kmcdonald@cityofbartlett.orglmooningham@tmbf.net

Date



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM

Department: Planning and Economic Development

Category: Report

Prepared By: Sam Harris

Department Head: Terry Emerick

Planning Commission Report for August 2016.

CONTINUED

Hearing

1. Bartlett Station PD - PRD-I, NW Corner Sycamore View & Main Street (David Porter, W.H. Porter Consultants)

INTRODUCTION: Mr. Terry Emerick stated that Mr. David Andrews, City Construction and Development, staff and neighbors met in the lobby at 6:00 p.m. this evening and had a very good discussion about this project. After going through this discussion the applicant would like to request a 30 day deferral to meet with the neighbors again and to bring back a four (4) lot plan under which to develop this property.

Mr. David Andrews, 790 Valleybrook, Memphis, came forward to speak. I think there was a pretty good meeting with the neighborhood. Talked about reducing this from 6 houses to 4 houses as I met with the neighbors this evening and discussed facing two of those houses on Sycamore View and two on Main Street. We would like the time work this out and to bring in another plan. He plans to meet with the neighbors again in order to try to alleviate their fears prior to the next meeting. We would like to get on the same page and bring in a unified product.

The 30 day deferral was approved. Hearing will be held Tuesday, September 6, 2016 at 7 p.m.

2. City of Bartlett's Drought Management Plan (City of Bartlett Engineering)

The purpose of this meeting is, about eight years ago there was a very severe drought that occurred in the Eastern portion of the State where the utility district just ran out of water. It was around the Elk River and Duke River and this went to the State Legislature and the State Legislature felt it was a good idea to require all utilities across the State to put together a Drought Management Plan that would be approved and would be required to be delivered to the Tennessee Department of Environment and Conservation (TDEC).

Recommended approval to the Board of Mayor and Aldermen.

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

MOVER: Jack Young, Vice Mayor

SECONDER: W.C. Pleasant, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM

Department: Finance

Category: Bond

Prepared By: Dick Phebus

Department Head: Dick Phebus

Resolution 37-16, an initial resolution authorizing the issuance of not to exceed five million nine hundred thousand dollars (\$5,900,000) General Obligation Public Improvement Bonds of the City of Bartlett, Tennessee.

BE IT RESOLVED by the Board of Mayor and Aldermen (the "Board") of the City of Bartlett, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, the (i) construction, repair, improvement and equipping of parks, recreation centers and facilities and other public buildings within the Municipality; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (v) reimbursement to the Municipality for funds previously expended for any of the foregoing and (vi) payment of the costs related to the issuance and sale of such bonds, there shall be issued bonds, in one or more emissions, of said Municipality in the aggregate principal amount of not to exceed \$5,900,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted under Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Clerk of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$5,900,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Clerk of the Municipality protesting the issuance of the bonds, such bonds will be issued as proposed.

Stefanie McGee, City Clerk

Adopted and approved this 9th day of August, 2016.

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

A. Keith McDonald, Mayor

ATTEST:

Stefanie McGee, City Clerk

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/09/16 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

Resolution 38-16, a resolution authorizing the issuance of General Obligation Refunding and Improvement Bonds of the City of Bartlett, Tennessee in the aggregate principal amount of not to exceed \$6,910,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Bartlett, Tennessee (the "Municipality"), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to finance public works projects and to refund outstanding indebtedness; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing (i) construction, repair, improvement and equipping of parks, recreation centers and facilities and other public buildings within the Municipality; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; and (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$5,900,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, the Municipality has previously issued and has outstanding its General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009, maturing September 1, 2019 through September 1, 2029, inclusive (the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the Municipality; and

WHEREAS, the Board of Mayor and Aldermen hereby determines that it is advisable to issue general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report

thereon; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$6,910,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the not to exceed \$6,910,000 General Obligation Refunding and Improvement Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) **“DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.**

(f) **“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.**

(g) **“Financial Advisor” for the Bonds authorized herein means PFM Financial Advisors LLC, Memphis, Tennessee.**

(h) **“Finance Director” means the Director of Finance of the Municipality;**

(i) **“Governing Body” means the Board of Mayor and Aldermen of the Municipality.**

(j) **“Mayor” means the Mayor of the Municipality.**

(k) **“Projects” means the (i) construction, repair, improvement and equipping of parks, recreation centers and facilities and other public buildings within the Municipality; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing and (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.**

(l) **“Refunding Escrow Agent” means the refunding escrow agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.**

(m) **“Refunding Escrow Agreement” means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit C, subject to such changes thereto as shall be permitted by the terms of this resolution.**

(n) **“Refunded Indebtedness” means the maturities or portions of the maturities**

of the **Outstanding Indebtedness** designated for refunding by the Mayor pursuant to the terms hereof.

(o) **“Registration Agent”** means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the **Governing Body**.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its **Debt Management Policy**. The **Governing Body** hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's **Debt Management Policy**.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the **Governing Body** and are attached hereto as **Exhibit A**.

(c) Attached hereto as **Exhibit B** are engagement letters by Bass, Berry & Sims PLC, as **Bond Counsel (“Bond Counsel”)**, and the **Financial Advisor**, for their services in connection with the issuance of the Bonds (collectively, the **“Engagement Letters”**). The **Engagement Letters** detail the respective relationships to be entered into and the services to be provided by **Bond Counsel** and **Financial Advisor** in connection with the Bonds. The **Governing Body** hereby approves and authorizes the Mayor to execute the **Engagement Letters**.

(d) The refunding of the **Refunded Indebtedness** authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the Municipality over the term of the **Refunded Indebtedness**, thereby effecting a cost savings to the public.

(e) The **Refunding Report** of the **State Director** has been presented to the members of the **Governing Body** in connection with their consideration of this resolution and is attached hereto as **Exhibit D**.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, (i) the cost of the Projects, (ii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects, if applicable; (iii) the refunding of the Refunded Indebtedness; and (iv) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$6,910,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as “General Obligation Refunding and Improvement Bonds”, shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on March 1 and September 1 in each year, commencing March 1, 2017. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on September 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2017 through 2036, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. If less than all of the Term Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice

period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the

Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the

Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Clerk.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the

Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SHELBY
CITY OF BARTLETT

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2016

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Bartlett, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on March 1, 2017, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending

transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on September 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
-----------------------	------------------------	---

***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set

forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

[This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to finance the cost of (a) (i) construction, repair, improvement and equipping of parks, recreation centers and facilities and other public buildings within the Municipality; (ii) construction, repair and improvement of streets, roads, greenways and bridges, including sidewalks, signage, signalization and drainage improvements; (iii) acquisition of all property, real or personal, appurtenant to the foregoing; (iv) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (b) reimbursement to the Municipality for funds previously expended for any of the foregoing; (c) the refunding of the Municipality's outstanding General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009, maturing [September 1, 2019 through September 1, 2029, inclusive]; and (d) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on August 9, 2016 (the "Resolution").]

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership,

doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Clerk under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF BARTLETT, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Clerk

Transferable and payable at the
principal corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Bartlett, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Finance Director and Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Finance Director and Financial Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding and Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than March 1, 2017, provided that such date is not later

than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not occur after the end of calendar year 2036.

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the redemption premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Indebtedness;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding and Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without a prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Refunding Escrow Agent.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2016 Public Improvement Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses

incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Indebtedness, the Mayor is hereby authorized and directed to execute and the City Clerk to attest on behalf of the Municipality the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent the amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the

Bonds will be an “arbitrage bond” within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Governing Body hereby authorizes and directs the Mayor to appoint a refunding escrow agent to serve as the Refunding Escrow Agent under the Refunding Escrow Agreement, and the Refunding Escrow Agent so appointed is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Redemption and Prepayment of the Refunded Indebtedness. The Mayor and the City Clerk, or either of them, are hereby authorized and directed to take all steps necessary to prepay or redeem the Refunded Indebtedness at their earliest possible prepayment or redemption date, including the giving of and publication of any prepayment or redemption notice as required by the resolutions authorizing the issuance of the Refunded Indebtedness.

Section 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an “Agent”; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the

Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Reasonably Expected Economic Life. The “reasonably expected economic life,” within the meaning of Sections 9-21-101, *et seq.*, Tennessee Code Annotated, of the projects financed or refinanced by the Bonds is greater than the term of the Bonds applicable to the financing or refinancing of each such project.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be

held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page as follows]

Duly adopted and approved on August 9, 2016.

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

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

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE BY
THE CITY OF BARTLETT, TENNESSEE
OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016**

The City of Bartlett (the “City”) submitted a plan of refunding (the “Plan”), as required by T.C.A. § 9-21-903 regarding an issuance of \$765,000 General Obligation Refunding Bonds, Series 2016 (the “Refunding Bonds”) to advance refund \$940,000 of its General Obligation Public Improvement bonds, Series 2009 maturing in fiscal years 2024 through 2030 (the “Refunded Bonds”).

This report must be presented to the governing body prior to the adoption of a refunding bond resolution. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This letter and report provide no assurances of the reasonableness of the underlying assumptions. The Refunding Bonds may be issued with a structure different to that of the Plan. The City provided a copy of its debt management policy.

BALLOON INDEBTEDNESS

We have determined that the proposed structure of the Refunding Bonds is balloon indebtedness, however, because the proposed debt to be issued is secured solely by a general obligation pledge and the City has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better, the balloon indebtedness statute is not applicable to this debt issuance.

CITY’S PROPOSED REFUNDING OBJECTIVE

The City indicated its purpose for the refunding is for present value debt service savings.

REFUNDING ANALYSIS

- The results of the refunding are based on the assumption that \$765,000 Refunding Bonds will be sold by competitive sale and priced at a premium of \$226,407.
- The net present value savings are projected to be \$136,393, or 14.5% of the refunded principal of \$940,000.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$16,862 or \$22.04 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

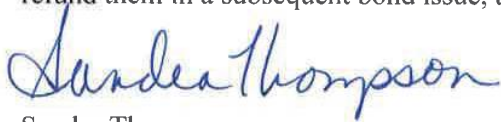
Table 1
City of Bartlett
General Obligation Refunding Bonds, Series 2016
Costs of Issuance

	Amount	\$1,000 Bond
Underwriter's Discount	\$ 5,355	\$ 7.00
Municipal Advisor	2,815	3.68
Bond Counsel	3,519	4.60
Rating Agency	4,223	5.52
Other Costs	950	1.24
Total Cost of Issuance	\$ 16,862	\$ 22.04

The City has indicated that PFM Financial Advisors, LLC, is its municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The Plan was prepared by the City with the assistance of its municipal advisor.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.



Sandra Thompson
 Director of the Office of State and Local Finance
 Date: July 28, 2016

EXHIBIT AEstimated Interest Expense and Costs of Issuance

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2017			111,719.44	111,719.44
06/30/2018	140,000	5.000%	268,250.00	408,250.00
06/30/2019	145,000	5.000%	261,125.00	406,125.00
06/30/2020	155,000	5.000%	253,625.00	408,625.00
06/30/2021	160,000	5.000%	245,750.00	405,750.00
06/30/2022	170,000	5.000%	237,500.00	407,500.00
06/30/2023	180,000	5.000%	228,750.00	408,750.00
06/30/2024	285,000	5.000%	217,125.00	502,125.00
06/30/2025	300,000	5.000%	202,500.00	502,500.00
06/30/2026	315,000	5.000%	187,125.00	502,125.00
06/30/2027	325,000	5.000%	171,125.00	496,125.00
06/30/2028	345,000	5.000%	154,375.00	499,375.00
06/30/2029	360,000	5.000%	136,750.00	496,750.00
06/30/2030	380,000	5.000%	118,250.00	498,250.00
06/30/2031	265,000	5.000%	102,125.00	367,125.00
06/30/2032	280,000	5.000%	88,500.00	368,500.00
06/30/2033	295,000	5.000%	74,125.00	369,125.00
06/30/2034	310,000	5.000%	59,000.00	369,000.00
06/30/2035	325,000	5.000%	43,125.00	368,125.00
06/30/2036	340,000	5.000%	26,500.00	366,500.00
06/30/2037	360,000	5.000%	9,000.00	369,000.00
	5,435,000		3,196,344.44	8,631,344.44

	Series 2016 General Obligation Bonds	Series 2016 Refunding of Series 2009 GO	Total
Financial Advisor	17,184.91	2,815.09	20,000.00
Bond Counsel	21,481.14	3,518.86	25,000.00
Rating Agencies	25,777.37	4,222.63	30,000.00
Paying Agent	429.62	70.38	500.00
Ipreo	1,074.06	175.94	1,250.00
Printing / Miscellaneous	4,296.23	703.77	5,000.00
	70,243.33	11,506.67	81,750.00



Suite 160
530 Oak Court Drive
Memphis, TN 38117
901.682.8356

July 19, 2016

Mr. Dick Phebus
Finance Director
City of Bartlett, TN
6400 Stage Road
Bartlett, TN 38134

Dear Mr. Phebus:

The purpose of this letter (this “Engagement Letter”) is to confirm and memorialize our agreement that Public Financial Management, Inc. now referred to as PFM Financial Advisors, LLC (“PFM”) will act as financial advisor to Client (the “Client”), pursuant to that certain Resolution of the City of Bartlett, TN dated August 9, 2016 (the “Authorizing Resolution”). PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client together with this Engagement Letter.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client’s IRMA with respect



City of Bartlett, TN
Engagement Letter
July 19, 2016

to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from July 1, 2016 until June 30, 2016 (the "Initial Term"), shall automatically renew for additional [three (3) one-year periods] (each a "Renewal Term" and together with the Initial Term, the "Term") and shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Engagement Letter, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The following professional employees of PFM will provide the services set forth in this Engagement Letter: Ricardo Callender, Lauren Lowe, Olivia Menick, Micah Wasserman, Kyle Wright, Nick Yatsula. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the



City of Bartlett, TN
Engagement Letter
July 19, 2016

advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter and the Authorizing Document represents the entire agreement between Client and PFM.

Sincerely,
PFM FINANCIAL ADVISORS LLC

A handwritten signature in cursive script that reads "Lauren S. Lowe".

Lauren S. Lowe
Managing Director



EXHIBIT A **SCOPE OF SERVICES**

1. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.



City of Bartlett, TN
Engagement Letter
July 19, 2016

- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.



City of Bartlett, TN
Engagement Letter
July 19, 2016

EXHIBIT B **COMPENSATION FOR SERVICES**

1. Fixed Rate Transaction Fees (Competitive and Negotiated)

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

Bond Size (\$000)	Issuance Fee per \$1,000^{(A)(B)}
First \$5 million	\$3.00
Next \$5 million	\$2.50
Next \$15 million	\$2.00
Over \$25 million	\$1.00

^(A) Based upon Par Amount and is subject to a minimum fee of \$20,000 per transaction and a not to exceed amount of \$85,000 per transaction.

^(B) For services rendered with respect to any revenue or refunding financings, PFM proposed fee will carry a premium of 25%.

2. Other Transaction Fees

Short Term Notes (Less than 2 years) 60% of Fees above + Expenses

3. Hourly Project Fees (Non-Transaction Related)

PFM will not charge for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the Client's request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$325
Director	\$300
Senior Managing Consultant	\$275
Senior Analyst	\$230
Analyst	\$190



City of Bartlett, TN
Engagement Letter
July 19, 2016

EXHIBIT C
INSURANCE

Attachment: Bartlett Financial Advisory G-42 Letter Draft (2).pdf (1869 : Res 38-16 GO Bond Resolution August 2016)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of _____, 2016, by and between the City of Bartlett, Tennessee (the “Issuer”) and _____ (the “Agent”).

WITNESSETH:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding bonds, as described herein (the “Outstanding Bonds”) by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its General Obligation Refunding and Improvement Bonds, Series 2016 (the “Refunding Bonds”); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds[, together with legally available funds of the Issuer,] will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$_____, consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds[and \$_____ from other legally available funds of the Issuer].

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” means this Refunding Escrow Agreement;

“Code” means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 hereof;

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

“Outstanding Bonds” means [General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009, maturing September 1, 2019 through September 1, 2029, inclusive]; and

“Written Request” means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in his place.

SECTION 1.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the “Escrow Fund” and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

- (a) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (b) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION 2.5 Reports. The Agent shall deliver to the Director of Finance, on or before the first day of _____ of each year, a report current as of _____ of such year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the City and which also shall set forth all assets in the Escrow Fund as of _____ and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.8 Redemption of Outstanding Bonds. The Agent is authorized and directed to send the notice of redemption in the form of Exhibit C to the paying agent for the Outstanding Bonds not less than 45 days prior to the date of redemption in accordance with the terms of the Outstanding Bonds.

ARTICLE III. CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own

gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.6 Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Bonds.

SECTION 3.7 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.8 hereof.

SECTION 3.8 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of

such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this Section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.9 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Shelby County, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept

appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION 3.12 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, the sum of \$_____, payable _____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the

principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION 4.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, as follows:

To the Issuer:

The City of Bartlett, Tennessee
6400 Stage Road
Bartlett, Tennessee 38134
Attention: Mayor

To the Agent:

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

THE CITY OF BARTLETT, TENNESSEE

By: _____
Mayor

(SEAL)

City Clerk

Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of [General Obligation Public Improvement Bonds, Series 2009, dated September 9, 2009, maturing September 1, 2019 through September 1, 2029, inclusive], to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

<u>Payment</u> <u>Date</u>	<u>Principal</u> <u>Payable</u>	<u>Interest</u> <u>Payable</u>	<u>Premium</u>	<u>Total Debt</u> <u>Service</u>
-------------------------------	------------------------------------	-----------------------------------	----------------	-------------------------------------

Paying Agent: U.S. Bank National Association
Nashville, Tennessee

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT C

NOTICE OF REDEMPTION
CITY OF BARTLETT, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Bartlett, Tennessee (the "City"), has elected to and does exercise its option to call and redeem on _____ the City's outstanding bonds (the "Outstanding Bonds") as follows:

General Obligation Public Improvement Bonds, Series 2009
Dated September 9, 2009

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of _____ as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

If by Hand or Overnight Mail:

The redemption price will become due and payable on _____, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

Registration and Paying Agent

18908546.2

BOND COUNSEL ENGAGEMENT LETTER

[Letterhead of Bass, Berry & Sims PLC]

_____, 2016

City of Bartlett, Tennessee
 Bartlett, Tennessee
 Attention: A. Keith McDonald, Mayor

Re: Issuance of Not to Exceed \$6,910,000 in Aggregate Principal Amount of General Obligation Refunding and Improvement Bonds, Series 2016.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Bartlett, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain public works projects of the Issuer, refinance certain outstanding indebtedness of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. It is anticipated that the Bonds will be sold at competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$25,000. Other than reimbursement for any publication costs of the meeting notice and initial resolution in *The Commercial Appeal*, the fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed the amounts provided above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our

own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF BARTLETT, TENNESSEE:

By: _____
A. Keith McDonald, Mayor