



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, AUGUST 8, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Fred Shackelford, Ellendale Baptist Church

FUTURE MEETINGS

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

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

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

Bartlett Arts Council, August 15 at 6:30 p.m.

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

Board of Education Work Session, August 17 at 7 p.m.

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

RECOGNITIONS

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

MINUTES ACCEPTANCE

Minutes of the July 25, 2017 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2018. (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.
- 2 Proposal for contract administration for Fletcher Creek Greenway Phase 2. (Rick McClanahan, Director of Engineering)**
Recommend approving Barge Waggoner Sumner & Cannon as the contract administrator for the Fletcher Creek Greenway Phase 2 project. This project is an 80/20 federal local match. The City's portion of the contract administration is \$52,457.20. Funds are available in Account 311.48311.772.4512.
- 3 Proposal for grant administration and engineering work for Fletcher Creek drainage improvement project, Phase 2. (Rick McClanahan, Director of Engineering)**
Recommend approving the proposed grant administration to SIC Project Management at a cost of \$26,825 and the proposed engineering work to Carlson Consulting Engineers at a cost of \$74,000. The total cost of this phase will be \$100,825. This project will be completely federally funded.
- 4 Letter and Report on Plan of Refunding 2007 and 2009 General Obligation Bonds. (Dick Phebus, Director of Finance)**
The Director of the Office of State and Local Finance has issued a letter and report on the City of Bartlett's Plan for the issuance of \$2,045,000 General Obligation Refunding and Improvement Bond, Series 2017A. This report is required to be present to the Board and Mayor and Aldermen at one of its meetings.

NEW BUSINESS

- 1 Resolution 34-17, a resolution to amend the City of Bartlett Personnel Policies and Administrative Procedures Guide regarding nepotism. (Ted Archdeacon, Director of Personnel)**

Mr. Archdeacon explained that this amendment will allow the City to hire relatives of current employees for full time work. This amendment also prevents employees from directly supervising family members. Mayor McDonald noted that he has been observing this system at work in the Bartlett City School System and has found it to be working smoothly, while allowing more than one family member to work full time for the organization. The City's current policy prevents an employee's relatives from working in any department full time. Under this new nepotism policy, relatives of the mayor, the chief administrative officer, and the director of personnel will not be allowed to work for the City.

Alderman Pleasant said the current policy seems harsh in penalizing an employee's family member, and he appreciates this amendment.

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

2 Resolution 35-17, a resolution to amend the City of Bartlett Personnel Policies and Administrative Procedures Guide regarding paramedic program assistance. (Ted Archdeacon, Director of Personnel)

Mr. Archdeacon explained that this amendment will increase the tuition reimbursement for employees attending paramedic school from \$4,500 to \$8,000. Now that Bartlett's sister cities have started paramedic programs, countywide competition has increased, and it's getting more difficult to hire paramedics.

Mayor McDonald noted that in exchange for full tuition reimbursement, employees will have to continue their employment with the City for four years after training is complete or repay the full tuition.

Alderman Simmons asked how many paramedics we need. Mr. Archdeacon said the Fire Department would like to add five for a total of 30. Mayor McDonald added that more paramedics are needed to staff and run the new ambulance.

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

3 Resolution 36-17, a resolution authorizing the City of Bartlett to participate in the Tennessee Municipal League Risk Management Pool's Safety Partners Matching Grant Program. (Ted Archdeacon, Director of Personnel)

Mr. Archdeacon stated that the Pool requires the Board approve a resolution authorizing participation in its grant program. If received, this grant will be used for injury-reduction training for public safety employees.

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

4 Resolution 37-17, a resolution to amend the Fiscal Year 2018 Grants Fund and Capital Improvements Fund budgets to appropriate funds for a Tennessee Department of Transportation comprehensive Americans with Disabilities Act self-evaluation and transition plan. (Dick Phebus, Director of Finance)

Mr. Phebus explained that the State is requiring cities to create an Americans with Disabilities Act compliance plan. This resolution will fund the creation of that plan.

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

5 Resolution 38-17, a resolution to amend the Fiscal Year 2018 Grants Fund Budget to appropriate funds for the Fletcher Creek Bank Stabilization project funded by a Community Development Block Grant. (Dick Phebus, Director of Finance)

Mr. Phebus stated that the City received a CDBG in the amount of \$515,690 to stabilize the banks of Fletcher Creek.

Alderman Pleasant asked what specifically the funds will be used for. Rick McClanahan, City Engineer, explained that between 200 and 250 feet of Fletcher Creek will be reshaped and grade control devices will be installed in low areas.

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:26 PM



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JULY 25, 2017 - BARTLETT CITY HALL - 7:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Scott Wood, Faith Baptist Church

FUTURE MEETINGS

Board of Education, July 27 at 7 p.m.
Beer Board, August 1 at 6 p.m.
Bartlett Station Commission, August 2 at 7:30 a.m.
City Beautiful Commission, August 3 at 6:30 p.m.
Family Assistance Commission, August 7 at 6 p.m.
Planning Commission, August 7 at 7 p.m.

RECOGNITIONS

Memphis Runners Track Club donation to Parks and Recreation Department

Director of Parks and Recreation Shan Criswell introduced representatives from the Memphis Runners Track Club: John Payne, Rob Hunter, Rich Tutko, and Lane Purser. These gentlemen presented the City with a \$2,000 check to assist with the installation of 911 Locate Safety signs in Nesbit Park. These signs are similar to mile markers so if someone needs emergency assistance, they can use these signs to direct first responders to their location.

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

MINUTES ACCEPTANCE

Minutes of the July 11, 2017 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 25, 2017 7:00 PM (MINUTES ACCEPTANCE)

PUBLIC HEARING

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

- I. Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute.

No one spoke for or against Ordinance 17-06.

Adjourned at 7:09 p.m.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 17-06, an ordinance to amend Title 5, Chapter 1, Sections 5-103 and 5-104 of the Codified Ordinances to increase the purchasing limits as set by Tennessee State Statute. (Mark Brown, Chief Administrative Officer)**

Mark Brown, Chief Administrative Officer, explained that State law allows the City to increase its threshold for public advertising from \$10,000 to \$25,000. The City adheres to the Municipal Purchasing Law of 1984 in Tennessee State Law.

RESULT:	APPROVED ON THIRD AND FINAL READING [UNANIMOUS]
MOVER:	Emily Elliott, Alderman
SECONDER:	Bobby Simmons, Alderman
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

CONSENT AGENDA

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

- I **Special event permit for Stanky Creek 50K Marathon and 25K Half Marathon. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, September 10 from 7 a.m. to 4 p.m. at Nesbit Park.
- 2 **Additional 2017 softball tournament request. (Shan Criswell, Director of Parks and Recreation)**
- 3 **Contract with Groundwater Institute at the University of Memphis for wellhead protection study and other regional work. (Rick McClanahan, Director of Engineering)**
Authorize the Mayor to sign the contract with the Groundwater Institute for the study for a total cost of \$16,100. Funds are available in Account 510.51200.179

- 4 Renewal of Computer-Assisted Dispatch maintenance agreement. (Gary Rikard, Chief of Police)**
Request to renew annual service agreement from Trittech Software Systems for a total cost of \$65,547.13. Funds are available in Account 123.48123.264.
- 5 Purchase of one CPR device and one defibrillator. (Terry Wiggins, Fire Chief)**
Recommend accepting two quotes from Physio Control, Inc. for one Lucas CPR Device and for one Lifepak 15 monitor/defibrillator for a total cost of \$51,598.52. Both devices come with the necessary auxiliary equipment. Physio Control, Inc. is a sole source provider for this equipment provides consistency and compatibility with current equipment. Funds are available in Account 110.42300.939.
- 6 Removal of concrete lighting in Veterans Park. (Rick McClanahan, Director of Engineering)**
MLGW will remove the existing concrete lighting in Veterans Park for a total cost of \$11,443.68. This lighting will be replaced as part of Phase I renovations to W.J. Freeman Park. Funds are available in Account 311.48311.780.51401.
- 7 Condemnation of seven properties for Old Brownsville Road widening. (Rick McClanahan, Director of Engineering)**
Recommend authorizing condemnation of seven properties for the widening of Old Brownsville Road, if administrative settlements in the maximum amount of \$130,000 cannot be reached. Funds are available in Account 311.48311.770.422.
- 8 Subdivision Contract for the Village at Deer Run. (Rick McClanahan, Director of Engineering)**
The developers, Skip Hobbs Construction, LLC and James Vernon Hobbs, will pay \$40,462.56 in City fees. The bond is set at \$447,875.17.
- 9 Planning Commission report for July 2017. (Kim Taylor, Director of Planning and Economic Development)**
Item 1 - Special use permit for an assisted living facility located at the intersection of New Brunswick and Brunswick Roads was approved with conditions and forwarded to the Board of Mayor and Aldermen with a recommendation for approval.
Item 2 - Site plan for Chick-fil-A, located on Kirby Whitten Road north of Stage Road, was approved with conditions.
Item 3 - Site plan for the Bartlett High School soccer facility, 5665 Ferguson, was approved with conditions.

NEW BUSINESS

- I Appoint Kathleen Robertson to City Beautiful Commission. (A. McDonald, Mayor)**

Ms. Robertson's term will expire December 31, 2017.

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

2 Appoint John Horne as Assistant Director of Engineering. (A. McDonald, Mayor)

Mr. Horne will be sworn in July 31. His appointment term is from August 1, 2017 to December 31, 2018.

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

3 Resolution 32-17, a resolution to amend the FY18 Capital Improvement Program Budget to provide additional funding for land acquisition for a new maintenance shop. (Mark Brown, Chief Administrative Officer)

Mr. Brown explained that the Board approved a letter of intent to purchase this property for the Tennessee College of Applied Technology facility, but the City determined this property is better suited for a new maintenance shop. The Board approved \$250,000 to purchase property for the new shop. This resolution will appropriate an additional \$125,000 to purchase this property at the corner of Yale Road and Brother Boulevard.

Mayor McDonald noted that the shop repairs all city vehicles; therefore funds can be used from a variety of budget accounts.

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

4 Set a public hearing for August 22, 2017 for Resolution 33-17, a resolution approving a special use permit for an assisted living facility to be located north of Highway 64 on the northeast corner of New Brunswick and Brunswick roads. (Kim Taylor, Director of Planning and Economic Development)

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

OPEN DISCUSSION

No one spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:17 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jul 25, 2017 7:00 PM (MINUTES ACCEPTANCE)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/08/17 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

**Facility maintenance fee payment to the Tennessee
Department for Environment and Conservation for Fiscal Year
2018.**

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Bobby Simmons, Alderman

SECONDER: Emily Elliott, Alderman

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

TN Dept Env & Conservation
 WRS TN Tower, 10th Floor
 312 Rosa L. Parks Avenue
 Nashville TN 37243
 Phone: (615) 532-0065

DWS_WS_C-8147

Invoice	INV00000000429029
Date	7/15/2017
Page	1/1

Due Date: 9/15/2017

Bill To:

Customer ID: 312898
 Rick McClanahan
 BARTLETT WWTP #2

6382 STAGE ROAD
 Memphis, TN 38134

Billed	Fee Item	Fee Name	Total
1.00	TN0000765-1-A-1-V	DWS-00605-ANNUAL FEE - CONNECTIONS - 21391	\$27,808.30

Please read the additional information (on the back or enclosed) concerning this invoice

Subtotal	\$27,808.30
Total	\$27,808.30

-----Tear off and mail back above portion with your payment-----

Customer ID: 312898
 BARTLETT WWTP #2
 Rick McClanahan
 6382 STAGE ROAD
 Memphis TN 38134

DWS_WS_C-8147
 Invoice INV00000000429029
 Date 7/15/2017
 Due Date 9/15/2017
 Total \$27,808.30
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 WRS TN Tower, 10th Floor
 312 Rosa L. Parks Avenue
 Nashville TN 37243



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/08/17 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Proposal for contract administration for Fletcher Creek Greenway Phase 2.

The City of Bartlett selected Barge Waggoner Sumner & Cannon (BWSC) to design and provide CEI services for Fletcher Creek Greenway Phase 2. The proposal is attached and broken down as follows:

NEPA & Preliminary Design	\$ 62,510
Final Design	\$ 55,730
Total Design	<u>\$118,240</u>
CEI Services	\$ 144,046
TOTAL for project	<u>\$ 262,286</u>

This is funded at 80 percent federal and 20 percent local. Bartlett's local match is \$52,457.20. Please award this contract to BWSC for the NEPA, preliminary design and final design for a total of \$118,240 and award the CEI once the project is bid. Funding to come from Fletcher Creek Greenway Bike & Pedestrian Trail Account 311.48311.772.4512.

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Bobby Simmons, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



July 31, 2017
BWSC Project No.: 9309110

Rick McClanahan, PE
City Engineer
City of Bartlett
6382 Stage Road
Bartlett, Tennessee 38134

RE: Fletcher Creek Greenway Trail Phase 2

Dear Mr. McClanahan:

Please find enclosed Barge Waggoner Sumner & Cannon, Inc. (BWSC) Professional Services Agreement and our proposed scope of work for the Fletcher Creek Greenway Phase 2 project.

This proposal was prepared based on BWSC's understanding of the project description. If your project requirements have not be fully addressed, or if you have any other questions regarding the proposal, please advise me immediately by calling 901-244-5512.

Please sign the last page of the enclosed Agreement and return a copy to BWSC's Memphis office as your acceptance of the proposal and authorization to proceed. A fully executed copy will be forwarded to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Triplett", is written over a light blue horizontal line.

Chris Triplett, PE, PMP, CPESC
Vice President

Copy to: Russ Brasfield

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of July 31, 2017 by and between City of Bartlett (**Client**) and Barge Waggoner Sumner & Cannon, Inc. (**BWSC**) for professional services for the assignment described as follows:

Project: Fletcher Creek Greenway Trail Phase 2

Location: North of Yale Road and Brother Boulevard intersection to Madison Arthur Byrd Park

Description of Project:
Design a new modify a portion of existing trail to extend the Greenway from the trailhead at Yale Road to Madison Arthur Byrd Park

I. PROFESSIONAL SERVICES: **BWSC** agrees to perform the following Basic Services under this contract:

See Attachment A

II. COMPENSATION: **Client** shall compensate **BWSC** for the Basic Services as follows:

Lump Sum:	NEPA and Preliminary Design	\$62,510
	Final Design	\$55,730
	CEI	\$144,046

In addition, **Client** shall pay **BWSC** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BWSC** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, **BWSC** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BWSC** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BWSC's** control. If such delay or suspension extends more than six months (cumulatively), **BWSC's** compensation shall be equitably adjusted.

V. SUSPENSION OF SERVICES: If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BWSC** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BWSC** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BWSC** shall resume services within a reasonable time, and

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BWSC** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BWSC**. The parties further agree that **BWSC** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BWSC**, **Client** shall pay **BWSC** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BWSC** all drawings, reports, documents, and other instruments of professional services prepared by **BWSC**, and **Client** shall make no further use thereof.
- VIII. **REUSE OF DOCUMENTS:** Any reuse without written consent of **BWSC** shall be at **Client's** sole risk and without liability to **BWSC**; and to the fullest extent permitted by law, ~~**Client** shall indemnify, defend, and hold harmless **BWSC** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom.~~ **BWSC** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BWSC** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BWSC** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BWSC** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BWSC** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BWSC** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BWSC**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BWSC's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BWSC's** services under this Agreement from any cause or causes shall not exceed the amount of **BWSC's** fee or ~~One Hundred Thousand Dollars (\$100,000)~~ ^{118,240}, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. **DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

BARGE WAGGONER SUMNER & CANNON, INC.

PROFESSIONAL SERVICES AGREEMENT

- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BWSC** represents the judgment of one or more **BWSC** design professionals and is supplied for general guidance of **Client**. Since **BWSC** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BWSC** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Bartlett	Barge Waggoner Sumner & Cannon, Inc.
By:	By:
Printed Name:	Printed Name: Chris Triplett, PE, PMP, CPESC
Title:	Title: Vice President
Address: 6382 Stage Road Bartlett, TN 38134	Address: 60 Germantown Court, Suite 100 Cordova, TN 38018
Date Signed:	Date Signed:
Tax I.D. Number:	



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Barge Waggoner Sumner & Cannon, Inc. (BWSC) is proposing to provide surveying, NEPA, civil engineering design and CEI services for the construction of Phase 2 of the Fletcher Creek Greenway.

Phase 2 of the Fletcher Creek Greenway will be a continuation of the recently constructed Phase 1 to Madison Arthur Byrd Park. Phase 2 will connect to the Phase 1 trail head, located just north of the Yale Road and Brother Boulevard intersection, to the Madison Arthur Byrd Park, which is approximately 0.5 miles north. The route will be parallel to and along the western edge of Brother Boulevard to a point determined by BWSC and the City of Bartlett (Client). At this point, the trail will change direction to cross Fletcher Creek with a prefabricated single span bridge. The approximately 1,200 feet of new route will connect to the already established Burloe Greenbelt Trail that connects the subdivision to the west of Fletcher Creek and the Madison Arthur Byrd Park. It is assumed that approximately 1,700 feet of the existing trail needs to be replaced and will be included for design in these services. See Attachment B for the proposed route.

II. Scope of Services

BWSC proposes the following Scope of Services related to the above-noted items.

A. NEPA and Preliminary Engineering

1. Surveying Services

Surveying Services will include the following parameters:

- Topographic surveying of a 30' wide corridor centered on the proposed and the existing trails, with additional topography to determine drainage requirements
- Contours will be shown at 1' intervals

- Approximate locations of utilities as determined by above ground visible evidence of appurtenances, available records from the appropriate agencies, and field markings provided by others
- Location of trees 8" diameter and larger as measured "at breast height" located within the trail corridor
- Creek cross-sections for design of pedestrian bridge and hydraulic study
- Determination of the west boundary line of the Taylor property and the boundary of Burloe Subdivision adjacent to trail
- Stake preliminary layout for Client review during progress site visit.

2. NEPA Services

It is anticipated that a full NEPA document is not required. BWSC will amend the NEPA document that was created previously for the Fletcher Creek Greenway Master Plan. The amended document will concentrate on the proposed location of the Phase 2 design. The amendment will include specifying the Right-of-Way limits and the area of impact.

NEPA Services will not include ecological resource studies such as; a bat study, an archeology study, an environmental impact study (EIS), etc. If required by the responding Agencies, these items will be considered additional services.

3. Preliminary Design Development

BWSC will develop the alignment of the proposed greenway trail and prepare preliminary design documents for review by the Client. The preliminary layout will be staked in the field for Client review. A review meeting will be held to discuss the alignment and determine if any major changes are necessary. This coordination will determine the baseline design parameters. Any major modifications after this point may be considered additional services.

4. Bridge Hydraulic Analysis and Report

BWSC will conduct a standard TDOT hydraulic analysis for the structures associated with the single span pedestrian bridge and prepare a bridge report for submittal to TDOT.

B. Final Design and Bid Phase

1. Trail Design

BWSC will design the Fletcher Creek Phase 2 Greenway to TDOT standards to assist in an efficient design review by the TDOT Local Programs and Roadway departments. The design plans will include the following:

- Plan and profile along the proposed greenway route
- Typical section
- Bridge abutment plans and details
- Erosion Prevention and Sediment Control plans and SWPPP
- Storm drainage plans
- Site Details
- Estimated Quantities

It is assumed that Traffic Control Plans and Landscape Design Plans will not be required for this project.

BWSC will submit to the Client and TDOT 60% and 90% design plans for review. After any comments from the 90% submittal are addressed, BWSC will submit signed civil Construction Documents to the Client.

BWSC understands that the Client owns the property the proposed trail will traverse, and it is not anticipated Right-of-Way acquisition will be required along the proposed route. BWSC will coordinate with the TDOT Local Programs and Right-of-Way departments to obtain the Right-of-Way approval after the 60% plan submittal.

2. Bridge Abutment Design

As a consultant to BWSC, PSI will drill two (2) soil test borings, to a depth of 60 feet, to explore the subsurface conditions for the proposed bridge abutments. One boring will be placed on each bank of Fletcher Creek at the proposed bridge location. Within the borings, penetration resistance testing and undisturbed sample collection will be performed in general accordance with the requirements of ASTM Designations D 1586 and D 1587, respectively. Upon completion of the field exploration, laboratory testing will be performed on selected samples to define some of the soils' plasticity and strength characteristics. The in-situ moisture content will be determined on all samples.

At the conclusion of the field and laboratory work, PSI will analyze the data and a report will be prepared. The report will provide:

- Discussion of subsurface conditions encountered including pertinent soil properties and groundwater conditions.
- Geotechnical related recommendations for foundation design based on the encountered soils and proposed bridge construction to include foundation types.
- Minimum and estimated tip depths.
- Maximum pile design loads for piles/bearing capacity for spread footings
- Frost Depth
- An evaluation of foundation settlements

- Recommendations for overall site/soil preparation, including natural in-place soil and fill and overall suitability of the in-situ soils for use as utility backfill and structural fill
- Recommendations for various types of slope protection.
- Discussion on any geotechnical concerns with regards to scour at the abutments.
- Discussions on geotechnical issues that may impact the planned construction activities.

BWSC will coordinate with the Client, geotechnical engineer and a bridge fabricator to select a preliminary pedestrian bridge style to be constructed over Fletcher Creek. The selected style will be used for the design of bridge abutments. The design will follow TDOT standard specifications. Construction drawings will be prepared and submitted as a part of the civil Construction Documents submitted to TDOT.

3. Bid Services

BWSC will prepare documents for the bid book, which will include the Final Construction Documents, OPCC, and specifications, as required by TDOT Local Programs. BWSC will review Requests for Information (RFI) from bidders that relate to design and respond to the RFIs. BWSC will also assist the City in reviewing the bids.

C. CEI Services

BWSC will provide CEI services currently required by TDOT of the CEI Consultant as described in "Local Government Guidelines for the Management of Federal and State Funded Construction Projects" TDOT, April 15, 2017. BWSC will provide the services below based on an estimated construction period of six (6) months.

1. Traditional CA Services: BWSC CEI Staff (Staff) will review RFIs from the selected contractor that relate to design; revisions to design resultant from bidders RFIs; appropriate revisions to the OPCC; review of RFIs from the contractor that relate to design; revisions to design resultant from contractors RFIs; review of Change Orders as to their impact on design intent; periodic review of the project progress as it relates to design intent including attendance at periodic progress meetings, pre-final and final observations; certifications required of the design professional by the CEI process.
2. Preconstruction Conference: Staff will attend the Preconstruction Conference. Staff will verify the scope of work, schedule, and general requirements. Discuss requirements of TDOT CEI with respect to administrative issues such as data to support progress, quality, pay requests, etc. Staff will present special requirements associated with the TDOT funding of the project. BWSC CEI Staff will assemble, file, and submit required TDOT CEI documentation.

3. Environmental (Erosion Control) Conference: Generally TDOT requires an Erosion Control Conference that occurs immediately after the Preconstruction Conference. This conference will review contract and TDOT requirements associated with the execution of the project. BWSC's CEI role in the conference will be to discuss the quality requirements of contractor's programs and processes relating to environmental compliance. Staff will assemble, file, and submit TDOT CEI documentation as required.
4. Environmental Construction Services: BWSC's CEI role will be to review and observe the contractor's programs and processes relating to environmental compliance. Staff will provide oversight and monitoring as required for environmental issues that are known to exist along the route. These services include Erosion Control/Sediment Prevention (ECSP) observations, monitoring, and reporting. Staff will assemble, file, and submit required TDOT CEI documentation.
5. Attendance at Weekly meeting: Staff will attend meetings weekly with TDOT and City personnel, contractor, sub-contractors, and other project stakeholders at the meetings. Staff will provide input to the process as it relates to TDOT CEI requirements. Staff will record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Staff will also assemble, file, and submit TDOT CEI documentation as required.
6. Project Administration: Staff will provide project administration and coordinate with the assigned TDOT Project Supervisor and Client Project Manager. Staff will prepare for and attend, when requested, any periodic work observations that may be conducted on the project related to project work, progress, or records. Staff will prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Staff will provide inspectors and assistance to oversee work being done on the contract. Prior to starting work, Staff will submit to TDOT Project Supervisor and Client Project Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers will be supplied to the TDOT Project Supervisor and Client Project Manager and be available at any time in the case of an emergency on the project. The Project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project. Staff will assemble, file, and submit as detailed above and any other required TDOT CEI documentation.
7. Provide Construction Observations: Provide supervision of work observation services being conducted by BWSC and sub-consultants. Field technicians will be certified in the applicable TDOT certification workshops. BWSC will provide:

- A CEI Engineer/Manager responsible for CEI observations and submittal of CEI paperwork.
 - A full-time CEI Field Person to monitor the project and assist in obtaining data for the CEI program.
 - A half-time environmental field technician responsible for (EPSC) observation, monitoring, and reporting.
 - Necessary and appropriate administrative, engineering, and landscape architecture staff to provide for construction observations and documentation.
8. Quality Assurance, Testing for Acceptance, and Training: PSI (BWSC sub consultant) will provide quality assurance testing for concrete, soil density, structural steel and asphalt. Staff will also be responsible for miscellaneous checking of material placement, dimensions and alignments to assure conformance to Plans and Specifications. Staff will assemble, file, and submit TDOT CEI documentation as required.
 9. Progress Payments: Staff will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor. Quantities will be drawn from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The TDOT Project Supervisor and the Client Project Manager must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Client Project Manager for review and payment on a printout. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimated cutoff will be the last day of each month, except for the month of June with the submission of the quantities to the Client Project Manager for review and payment by the sixth of each month. Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment. BWSC CEI staff will review the above requirements prior to recommendations for payment. Staff will then assemble, file, and submit TDOT CEI documentation as required.
 10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the TDOT Project Supervisor and the Client Project Manager for processing. Staff will review such revisions for compliance with TDOT CEI requirements and assemble, file, and submit required TDOT CEI documentation.
 11. Distribution of Correspondence: Staff will submit to the TDOT Project Supervisor and the Client Project Manager a copy of correspondence between BWSC, contractor, subcontractors, or others concerning matters related to the project. Staff will also maintain an office file copy for submission with the project Final Records.

12. Observation of Work: Staff will provide work observation services for conformance to Plans and Specifications for pathways, structures, and specialty items that are being incorporated into the project. Observe, measure, and record quantities for payment. Record field measurements in project records for review by the Department and the Client or auditors. The records will be recorded on a standard form (field book). Staff will also check traffic control, as needed. Staff will notify the contractor of deficiencies or problems immediately. BWSC is not charged with the role of safety inspector, but expected to have unsafe issues corrected by the Prime Contractor. Observe daily, with the Contractor's erosion control professional, erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector including:

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

13. Contractor's Payrolls, Contract Compliance: Staff will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract.

14. Reports: A copy (electronic or paper) of reports as required by the administration of the contract will be provided to the Department and the Client during construction or to others as directed or needed.

15. Final Records: Staff will submit a compilation of project records in the Department's standard format to the Final Records Department and the City of Bartlett after project completion. Staff will make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Staff will also submit final forms (FHWA-47, CC3, etc.) with the final records.

16. Utility Relocation: Utility relocation is not part of this project.

III. Project Understandings, Assumptions, and Exclusions

A. BWSC will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. BWSC will have access to the site and adjoining areas, as required.
2. Permit, recording fees, etc., are to be paid by the Client/Owner.
3. There are no historical structures involved with the project.
4. The site is properly zoned and rezoning or variance applications are not necessary.
5. Design will not be phased beyond the standard TDOT process, and one set of construction documents will be produced.
6. Design fee is based on a preliminary layout as described in Article I. Major modifications or changes to the alignment may require additional services, depending upon the scope and timing of changes.
7. All environmental, land acquisition, and zoning issues are assumed to have been resolved.
8. Bat surveys, archaeology studies, or environmental impact studies associated with the NEPA process will not be required for this project.
9. Geotechnical report will be provided by others.
10. Schedule is dependent upon the timely receipt of critical information, such as responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering/site development project schedule. If the information is not received in a timely manner, then additional design fees may be required.
11. Any Special Waste Permit requirements from TDEC, as well as associated fees, are by the contractor or Client.

B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. CEI Services
2. Design revisions requested by those outside the project team and stakeholders
3. Retaining wall design
4. Landscape Architecture
5. Offsite utility design services
6. Traffic study
7. Wetlands and stream permitting
8. Bat study
9. Archaeology study
10. Environmental studies and other environmental reports, unless noted herein
11. Phase Platting
12. Boundary survey services
13. Utility design services
14. Site lighting design services
15. Site renderings
16. Construction staking
17. Foundation survey
18. As-builts and ALTA surveys

19. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)

IV. Time of Performance

BWSC is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed and will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

BWSC and Client are aware that many factors outside BWSC's control may affect BWSC's ability to complete the services to be provided under this Agreement. BWSC will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. Client's Responsibilities

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of BWSC's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VI. Deliverables

The following is a list of documents that will be produced, and delivered, as a part of the basic professional services.

- A. Topographic Survey in AutoCAD format to be used for design
- B. Preliminary design documents for review
- C. 60%, 90%, and Final Construction Documents
- D. Engineer's Opinion of Probable Cost
- E. Bid Book Documents
- F. Pre-construction meeting report re: CEI Requirements
- G. Progress meeting reports re: CEI Requirements
- H. Daily Logs and Checklists
- I. Test Reports for subgrades and concrete
- J. Rainfall Data
- K. EPSC Observation Reports
- L. Borrow Area Observation Reports
- M. Request for change evaluation and recommendation
- N. Materials Acceptance Tests,
- O. Pre-Final Observation Report
- P. Final Observation/Acceptance Report
- Q. Final Estimate and Summary Change Order
- R. End of Job Folder and Certificate (Project close-out documents)

VII. Compensation

The compensation to be paid to BWSC for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table

Task Items	Fee Type	Fee Amount
A. NEPA and Preliminary Engineering	Lump Sum	\$62,510
B. Final Design and Bid Phase	Lump Sum	\$55,730
C. CEI Services	Lump Sum	\$144,046
TOTAL		\$262,286

In the event additional work is requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals can be provided upon request. ~~These rates will be escalated by 3% starting 1/1/2018.~~

The fees provided above are valid up to three (3) months from the date of this proposal.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 08/08/17 07:00 PM

Department: Engineering

Category: Proposal

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Proposal for grant administration and engineering work for Fletcher Creek drainage improvement project, Phase 2.

The City is receiving a disaster grant to perform ditch stabilization behind Brimhall Foods on Fletcher Creek. The grant is for \$515,690 and the funding for grant administration and engineering is included. The contract committee selected Carlson Consulting Engineers to perform the engineering work and SIC Project Management to do the grant administration. The proposals are shown below:

SIC

Environmental Review	\$ 2,500
Grant Administration	\$ 24,325
TOTAL	\$ 26,825

Carlson Consulting Engineers, Inc

Survey	\$ 10,000
Permitting	\$ 11,000
Preliminary Design	\$ 18,000
Final Design	\$ 24,000
Construction Adm.	\$ 11,000
TOTAL	\$ 74,000

Please authorize the Mayor to enter into contracts with SIC Project Management (\$26,825) and Carlson Consulting Engineers, Inc (\$74,000) for design services for this grant. These projects will be 100 percent federally funded. Funds are available in Account 131.43100.780.06516.

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Bobby Simmons, Alderman
SECONDER: Emily Elliott, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



1175 Hewlett Drive, Rossville, TN 38066
901.212.0912 Fax: 901.853.3667
sicmanagement@att.blackberry.net

July 28, 2017

Mr. Rick McClanahan
City Engineer
CITY OF BARTLETT
6400 Stage Road
Bartlett Tennessee 38134

**RE: CITY OF BARTLETT
PROPOSAL – 2011 CDBG DISASTER GRANT
GRANT ADMINISTRATION & ENVIRONMENTAL REVIEW RECORD**

Dear Mr. McClanahan:

Pursuant to your request, I am submitting a Proposal for the grant administration, environmental review processes, and overall compliance requirements for the City of Bartlett Round III Disaster Grant – Fletcher Creek drainage improvements project.

Knowledge applied properly is essential to every community and the project's success. The ability to take a project from the initial planning phase through completion goes beyond the typical grant administration service most companies offer. SIC Project Management has the ability and the discipline to work with the Owner and the Engineer to identify the problem and the solution that will benefit the Owner. The core purpose of SIC Project Management is to perform a service to the community that has a core purpose to help communities achieve success, success in economic and community development.

The following pages contain information regarding specific compliance measures that are required for this project; a thorough knowledge of each compliance measure is essential to the completion of the project within the required 18-month period.

Thank you for your consideration.

Respectfully Submitted,

Shannon S. Cotter

Shannon S. Cotter
Owner

**PROPOSAL
PROFESSIONAL SERVICES**

PROJECT: Bartlett CDBG 2011 Disaster Recovery Round III

LOCATION: Bartlett, Tennessee

**DESCRIPTION
OF PROJECT:** Provide the grant administration activities related to the City of Bartlett CDBG 2011 Disaster Recovery Round III Grant for the Fletcher Creek Drainage Improvements Project.

PROFESSIONAL SERVICES:

SCOPE OF SERVICES: Consultant shall perform all the necessary services provided under this Proposal and shall do, perform and carry out in a satisfactory and proper manner in accordance with the regulations of the funding agency, the following project to fully document compliance with all applicable regulations of the CDBG program:

Grant Administration, preparation of the required Environmental Review Record, and Management Assistance to include:

(1.) ENVIRONMENTAL PHASE:

- a. **SCOPE OF SERVICES:** SIC Project Management shall perform all the necessary services provided under this Proposal and shall do, perform and carry out in a satisfactory and proper manner in accordance with the regulations of the funding agency, the required Environmental Review Record which must be in compliance with the National Environmental Policy Act (NEPA) and the environmental requirements of other Federal laws covering historic properties, noise, air quality, floodplains, wetlands, water quality, solid waste management, man-made hazards, farmlands protection, wild and scenic rivers, coastal areas, endangered species and environmental justice.
- b. **DELIVERABLES / SCOPE OF WORK:** SIC Project Management will:
 - i. Assemble all pertinent environmental data from City, State and federal sources.
 - ii. Prepare the Environmental Assessment in accordance with the CDBG program guidelines outlined in the Environmental Chapter of the CDBG Manual.

- iii. Prepare all notices, publications and releases for the environmental clearance of the project.

c. **EXCLUSIONS TO SCOPE OF WORK:**

- i. Does not include the preparation or completion of a full Environmental Impact Statement or Phase I or Phase II Environmental Report.
- ii. The costs associated with the publication of said documentation is not included. These costs are eligible costs but will be paid for through a different line item in the project budget.
- iii. Does not include the preparation of any cultural resource study, archaeological study, historical assessment, wildlife habitat evaluation, ecological study, etc.

(3.) **ACQUISITION PHASE:**

Provide assistance in the securing of any easements (temporary or permanent) or fee simple acquisition in accordance with the CDBG program guidelines.

- a. Does not include the preparation of any legal document related to acquisition or donation.
- b. Includes the completion of the CDBG Program Acquisition forms as contained in the CDBG manual.
- c. Includes the issuance of the CDBG Program Acquisition forms for issuance to the Owner of said property by hand delivery or certified mail.
- d. Does not include the issuance of forms to the property owner by certified mail. The costs associated therewith will be invoiced as a direct cost, no mark-up.
- e. Includes the maintenance of the Acquisition File in accordance with the CDBG Program Guidelines.

(4.) FINANCIAL PHASE:

The preparation of Pay Requests to the State and required documentation for review and approval by the State of Tennessee Department of Economic and Community Development on behalf of the Owner.

- a. Preparation and submission of budget revisions and pay requests.
- b. Preparation of Change Order directives and Change Orders to be prepared by the Engineer. Consultant will review all change orders for compliance with CDBG guidelines and submit to the State for review.

(6.) BIDDING PHASE:

- a. Receive and review for compliance all bidding documents related to the above referenced project. Bid specifications will be for one public bid which will include the specifications as prepared by the Engineer. Forward the documents to the Owner with a report of compliance or deficiencies. Forward the documents to the State with a report as deemed necessary.
- b. Prepare, review and submit the Advertisement for Bids for publication. Ensure that bid dates and bid documents comply with CDBG requirements, oversee the bid opening process, review of the bid tabulations as prepared by the engineering firm for compliance with CDBG requirements, and documentation as may be requested by TN ECD for concurrence in the award of the construction Proposal.
 - i. Costs associated with the Advertisement for Bids in the Local Newspaper and the Commercial Appeal are not included in the fee. If re-bidding of the project is required, costs associated with the re-bidding are not included in the fee.
- c. Preparation and submission of all documents as set forth in the CDBG manual as directly related to the project identified above. Project Manual provided by the State of Tennessee Department of Economic and Community Development.

- d. Coordinate and verify approval of plans and specifications, related bidding documents, addenda, or items related therewith by the State of Tennessee Department of Economic and Community Development on behalf of the Owner.
- e. Coordinate and verify approval of Bid Award package, Certifications between Owner and the Contractor, and items required by the State of Tennessee Department of Economic and Community Development on behalf of the Owner.

(7.) **CONSTRUCTION PHASE:**

- a. Review of payrolls, Project Wage Report, Employee Interviews, and Authorized Deductions submitted by the Contractor for compliance with the Wage Determination and CDBG program guidelines.
- b. Employee Interviews to be completed by the individual performing Construction Observation duties related to this project.

(8.) **PROJECT CLOSE OUT:**

- a. Completion of program closeout documents but not including Construction Proposal closeouts. The close-out report is submitted to TNECD at the end of the grant and provides a summary of the entire grant. This report will provide a description how the completed project compares to the project as proposed in the application. Other data, such as the amount and source of leveraged funding, wage compliance, and how any findings and concerns were addressed and resolved, etc. will be captured at this time as identified in CDBG Guidelines.
- b. Construction Proposal closeout documents to be reviewed and approved by the Owner's Engineer.
- c. Prepare the Close Out Public Meeting Notice for publication. The costs associated with the publication of said documentation is not included. These costs are eligible costs but will be paid for through a different line item in the project budget.
- d. Conduct the Public Meeting in accordance with CDBG procedures specifically related to the Close Out Public Meeting.

- e. Prepare and submit the CDBG Close Out Report in accordance with the CDBG manual.

(9.) **OTHER ADMINISTRATIVE DUTIES TO BE PERFORMED:**

- a. Meet with the Owner, or Owner's designee, as required to complete the project.
- b. Provide a representation during site visits, project review meetings with the funding agency, and / or monitoring visits conducted by the State. Provide assistance in responding to State comments during these visits.
- c. Preparation of all necessary Status Reports to the State, as requested by the State.
- d. Attendance of any State of Tennessee Department of Economic and Community Development grantee training session.
- e. Provide assistance with the establishment of procedures for the financial management of CDBG Grant funds, as necessary.
- f. Provide guidance and recommendation for an approved Fair Housing Activity. Approval of said Activity requires State approval.
- i. The costs associated with the publication of said documentation is not included. These costs are eligible costs but will be paid for through a different line item in the project budget.

(10.) **COMPENSATION:**

The compensation to be paid for providing the requested services as indicated above shall be for the amounts indicated in the approved grant budget (*Attachment A*) as follows:

<u> X </u> Environmental Review	Lump Sum	<u> \$ 2,500.00 </u>
<u> X </u> Grant Administration	Lump Sum	<u> \$ 24,325.00 </u>

ATTACHMENT A

GRANT BUDGET

GRANT CONTRACT #

GRANTEE: CITY OF BARTLETT

GRANTEE CONTACT:

PROGRAM AREA: DISASTER GRANT FUNDING - 2011

THE FOLLOWING IS APPLICABLE TO EXPENSE INCURRED IN THE PERIOD: through			
EXPENSE OBJECT LINE-ITEM CATEGORY	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Construction	\$346,000.00	\$0.00	\$346,000.00
Construction Inspection	\$45,000.00	\$0.00	\$45,000.00
Engineering Design	\$42,000.00	\$0.00	\$42,000.00
Engineering (other than design)	\$22,000.00	\$0.00	\$22,000.00
Legal Services	\$11,500.00	\$0.00	\$11,500.00
Appraisals	\$250.00	\$0.00	\$250.00
Acquisition of Property	\$250.00	\$0.00	\$250.00
Relocation (payments and assistance to persons, businesses, or non-profit organizations, including movement to other temporary or permanent sites)	\$0.00	\$0.00	\$0.00
Housing Rehabilitation (loans and grants for single-unit, privately-owned homes)	\$0.00	\$0.00	\$0.00
Housing Inspection	\$0.00	\$0.00	\$0.00
Clearance and Demolition of Structures	\$0.00	\$0.00	\$0.00
Professional Fee (Detail attached)	\$24,325.00	\$0.00	\$24,325.00
Tap Fees (for "low and moderate income" beneficiaries)	\$0.00	\$0.00	\$0.00
Environmental Review	\$2,500.00	\$0.00	\$2,500.00
Other Non-Personnel Expenses (Detail attached)	\$2,000.00	\$0.00	\$2,000.00
Project Contingency (for potential project costs exceeding the total budget amount in line items above)	\$19,865.00	\$0.00	\$19,865.00
GRAND TOTAL	\$515,690.00	\$0.00	\$515,690.00



PROPOSAL FOR ENGINEERING SERVICES

TO: Rick McClanahan, PE
Director of Engineering
City of Bartlett
6382 Stage Road
Bartlett, TN 38134
ph: 901-385-6499
fax: 901-385-7021

FROM: Dean Carlson, PE
President
Carlson Consulting Engineers, Inc.
7068 LedgeStone Commons
Bartlett, TN 38133
ph. (901) 384-0404
fax (901) 384-0710

RE: RFQ FY2017-11-28
Civil Design Services
Fletcher Creek Channel Repairs
West of Bartlett Corporate Drive

DATE: July 27, 2017

DESCRIPTION OF PROJECT

The project consists of Survey, Civil Design, Permitting and Construction Phase Services for approximately 200 lf of stream bank stabilization and grade control on Fletcher Creek, beginning at the box culvert headwall on the West side of Bartlett Corporate Drive. Although the existing channel is severely incised and unstable well beyond the proposed project area, the stabilization effort will be limited to 200 lf due to the requirements of the TDEC General Permit. Exhibit A generally depicts the area of work of this project.

SCOPE OF SERVICES

1. *Survey* – A field survey will be completed to establish the existing topographic conditions within the project area and to establish the existing property boundary between the adjoining land owners. The survey will extend from Bartlett Corporate Drive to a point approximately 300' downstream from the existing box culvert. Beyond the 300' full topo limits, only the flowline of the existing channel will be surveyed to the next downstream box culvert under Brother Blvd. During Design, easement exhibits with legal descriptions will be prepared as may be needed for both temporary and permanent facilities.
2. *Ecological Permitting* – It is anticipated that General Permits for both Streambank Stabilization and Grade Control will be required from TDEC and the Corps of Engineers. Fees in this section include services for all coordination, applications and exhibits needed to apply for the General Permits. Ecological assessments for the purposes of identifying possible Waters of the State will not be completed under this contract. Specialty services such as Cultural Resources and/or Endangered Species evaluations are not included in the scope of this contract.
3. *Preliminary Construction Documents* – Construction Documents will be prepared for all work associated with the stream bank stabilization. Geotechnical coordination will be provided for soil characterization and slope stability analysis. USGS StramStats will be used to establish the contributing watershed for the drainage analysis. Due to the level of commercial development within the watershed, an individual drainage analysis using TR-55 will also be used to confirm the design peak flow. Conceptual designs will be submitted to the City of Bartlett for comment prior to the completion of the Preliminary CDs.
4. *Final Construction Documents* – Final Construction Documents will be prepared based on the Preliminary CDs and any comments received during the initial reviews. The Project Manual, including Specifications, Bid Forms and Client Furnished Front End Documents will be completed under this phase of work. It is understood that the project will be bid electronically to eliminate the need to print multiple sets of plans and specifications for bidding. Hard copies for the Client's use will be furnished as needed.
5. *Construction Phase Services* – The Consultant will attend the Pre-Bid meeting and Bid Opening and will prepare the final Bid Tabulation. During construction, the Consultant will review Submittals and answer contractor RFIs as may be needed. The Consultant will perform periodic site visits during construction to review the work for general compliance with the contract documents and as needed to certify the Contractors Pay Applications. Upon completion of the work, the Consultant will complete a final Punch List Inspection and Certification. Field testing and/or as-built surveys are not included in the scope of this contract.

FEE FOR SERVICES

The fee for the above listed scope of services shall be:

1. Survey.....	\$10,000.00
2. Permitting.....	\$11,000.00
3. Prelim CDs	\$18,000.00
4. Final CDs	\$24,000.00
5. CPS	\$11,000.00
TOTAL FEE	\$74,000.00

REIMBURSABLE EXPENSES

The fee is inclusive of any reimbursable expenses other than permit or application fees needed for processing the State and Federal Permits.

TIME FRAME FOR DESIGN

It is understood that the work must be fully completed so the grant can be closed out within an 18 month period beginning on or about July 19, 2017. Carlson Consulting affirms adequate resources are available to begin immediately upon execution of the contract to complete the design as expeditiously as possible. As permitting is dependent upon the review times of the public agencies, an exact time line cannot be determine. All feasible efforts will be made to expedite the permits as much as possible.

ADDITIONAL SERVICES

Additional services are those items that may be required for the development but are not included in the project scope of services. Fees for the additional services may be billed on an hourly basis in accordance with the fee schedule listed herein or negotiated for a fixed fee. Additional services shall include:

- Grant Administration
- Off-site surveying beyond limits of project
- Off-site design such as utility extensions, road improvements, etc.
- Relocation of on site utilities
- Materials testing
- Individual permits
- Wetlands delineations
- Construction staking

FEE SCHEDULE

Additional services may be performed in accordance with the hourly rates and conditions contained in this fee schedule or negotiated as a fixed fee.

CARLSON CONSULTING ENGINEERS, INC.

Hourly Rate Schedule
2017

Class	Rate
Principal, PE	\$ 150.00
Senior Director/Program Manager	\$ 125.00
Director/Senior PM/Team Leader	\$ 100.00
Engineer, PE	\$ 90.00
Surveyor, RLS	\$ 75.00
Landscape Architect, ASLA	\$ 75.00
Project Manager, EI	\$ 65.00
Permit Coordinator	\$ 60.00
Office Manager	\$ 60.00
Construction Manager	\$ 60.00
Landscape Architect, Intern	\$ 50.00
Tech IV	\$ 65.00
Tech III	\$ 55.00
Tech II	\$ 40.00
Tech I	\$ 30.00
Clerical	\$ 30.00

INVOICES

Invoices will be rendered based on the percentage completion in each of the billing categories. Invoicing form, payment timing and other funding agency rules regarding the submission and payment of invoices are accepted.

SCHEDULE OF CONDITIONS

- **Standard of Performance**

Consultant services shall be performed in a manner consistent with the standard of professional care, skill and diligence that is customary for projects of the type and complexity as herein described. All work shall be performed by qualified personnel under the supervision of, or performed directly by, persons licensed to practice in the State wherein the project is located.

- **Liability and Indemnification**

It is hereby agreed that the Consultant may choose to retain the services of Sub-Consultants for portions of the work including but not limited to Surveyors, Geotechnical/Environmental Consultants and other special consultants as may be needed to process the scope of work. The Sub-Consultant is completely and solely accountable for all field measurements, calculations and technical statements regarding the thoroughness and accuracy of all drawings, reports and documents. Consultant shall in no case be considered liable for consequential, indirect or special damages including without limitation, loss of profits, revenues or data with respect to any claims regarding the services or work to be provided even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

- **Construction Phase Services**

If Consultant is contracted to provide construction phase services, it is hereby understood by the Client and agreed that the General Contractor as hired by the Client is solely responsible for the construction of the project and the Consultant shall not be liable for the construction means, methods, techniques, sequences or procedures, including all issues regarding site safety, implemented by said contractor or his subcontractors or for any and all acts or omissions of said contractor and his subcontractors.

- **Hazardous Materials**

It is hereby understood that the Consultant's scope of work does not include any services related to the environmental review or suitability of the site, including without limitation, the presence of asbestos, PCBs, petroleum, hazardous waste or radioactive materials or compliance with any environmental health or safety laws. Client acknowledges and agrees that Client is solely responsible and liable for assessing any environmental health or safety issues associated with said items.

- **Resolution of Dispute**

Any action or suit regarding this Proposal and Agreement for Professional Services shall be brought no later than one (1) year following termination or completion of the Consultant's services. The prevailing party shall be entitled to recover its reasonable attorney's fees and expenses and that both parties knowingly and willingly waive, to the fullest extent permitted by law, any right to action or trial by jury.

AGREEMENT EXECUTION

Upon execution and receipt by the Client and the Consultant, this Document and all other Documents as referenced in the agreement form the Professional Services Agreement between the Client and the Consultant.

Accepted by Client:

Accepted by Consultant:

Signature_____
Signature_____
Printed Name_____
Dean L. Carlson, PE
Printed Name_____
Title_____
President
Title_____
Date_____
July 27, 2017
Date



Exhibit A – Project Location Plan

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 08/08/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Department Head: Dick Phebus

**Letter and Report on Plan of Refunding 2007 and 2009
General Obligation Bonds.****RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Bobby Simmons, Alderman**SECONDER:** Emily Elliott, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
 OFFICE OF STATE AND LOCAL FINANCE
 SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
 505 DEADERICK STREET
 NASHVILLE, TENNESSEE 37243-1402
 PHONE (615) 401-7872
 FAX (615) 741-5986

July 27, 2017

Honorable A. Keith McDonald, Mayor
 and Honorable Board of Aldermen
 City of Bartlett
 P.O. Box 341148
 Bartlett, TN 38134

Dear Mayor McDonald and Members of the Board:

This letter, report, and plan of refunding (the "Plan"), are to be posted on the website of the City of Bartlett (the "City"). Please make these documents available to the public and provide a copy of this report to each member of the Governing Body and present it at the next meeting.

This letter acknowledges receipt on July 20, 2017, of the City's request to review its Plan for the issuance of approximately \$2,045,000 General Obligation Refunding and Improvement Bonds, Series 2017A, (the "Series 2017A Refunding Bonds") at a premium to current refund \$1,770,000 General Obligation Public Improvement Bonds, Series 2007 and \$540,000 General Obligation Public Improvement Bonds, Series 2009 (collectively, the "Refunded Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

City's Proposed Refunding Objective

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

Balloon Indebtedness

The proposed structure of the Series 2017A Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. As of the date of this letter, however, the balloon indebtedness statute does not apply to this proposed refunding because the proposed debt issue 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. If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

Compliance with the City's Debt Management Policy

The City provided a copy of its debt management policy, and within forty-five (45) days of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

Financial Professionals

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 their municipal advisor.

Report of the Review of a Plan of Refunding

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding 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 letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be

necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

Report on Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by email to StateandLocalFinance.PublicDebtForm@cot.tn.gov or by mail to the address on this letterhead. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. For your convenience, a fillable PDF of Form CT-0253 is available at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

If you should have any questions regarding this information, or we may be of further assistance, please feel free to call.

Sincerely,



Sandra Thompson
 Director of the Office of State & Local Finance

cc: Mr. Jim Arnette, Director of Local Government Audit, COT
 Mr. Mark Brown, Chief Accounting Officer, City of Bartlett
 Mr. Dick Phebus, Finance Director, City of Bartlett
 Ms. Lauren Lowe, PFM Financial Advisors LLC
 Mr. Ricardo Callender, PFM Financial Advisors LLC
 Mr. Micah Wasserman, PFM Financial Advisors LLC
 Ms. Lillian Blackshear, Bass, Berry & Sims
 Ms. Karen Neal, Bass, Berry & Sims

Enclosures: Report of the Director of the Office of State & Local Finance
 Report on Debt Obligation

**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 AND IMPROVEMENT BONDS, SERIES 2017A**

The City of Bartlett ("City") submitted a plan of refunding ("Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of approximately \$2,045,000 General Obligation Refunding and Improvement Bonds, Series 2017A, ("Series 2017A Refunding Bonds") at a premium to current refund \$1,770,000 General Obligation Public Improvement Bonds, Series 2007 and \$540,000 General Obligation Public Improvement Bonds, Series 2009 (collectively, 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 Series 2017A 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

The proposed structure of the Series 2017A Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. As of the date of this report, however, the balloon indebtedness statute does not apply to this proposed refunding because the proposed debt issue 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. If the structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

City's Proposed Refunding Objective

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

Refunding Analysis

- The results of the refunding are based on the assumption that \$2,045,000 Series 2017A Refunding Bonds will be sold by competitive sale and priced at a premium of \$311,635.
- The net present value savings are projected to be \$193,276, or 8.37% of the refunded principal of \$2,310,000.
- The final maturity of the Series 2017A Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Series 2017A Refunding Bonds is \$38,697 or \$18.92 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance of the 2017 Refunding Bonds

	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount	\$ 14,315	\$ 7.00
Municipal Advisor	6,812	3.33
Bond Counsel	5,263	2.57
Rating Agency	8,979	4.39
Other Expenses	3,328	1.63
Total Cost of Issuance	\$ 38,697	\$ 18.92

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 their 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 Series 2017A 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 27, 2017



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2171)

Meeting: 08/08/17 07:00 PM

Department: Personnel

Category: Amendment

Prepared By: Stefanie McGee

Initiator: Ted Archdeacon

Sponsors:

DOC ID: 2171

Resolution 34-17, a resolution to amend the City of Bartlett Personnel Policies and Administrative Procedures Guide regarding nepotism.

WHEREAS, the City seeks to attract and maintain qualified employees; and

WHEREAS, family referrals can be an excellent way to find qualified applicants; and

WHEREAS, the appropriate provisions to the Personnel Policy can minimize the issues involved with employing relatives.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that the following sections replace the current nepotism policy in the City of Bartlett Personnel Policies and Administrative Procedures Guide:

4.2 NEPOTISM

A. No employee may supervise a close relative or exert influence over a close relative's hiring, salary, promotion, performance appraisals, work assignments, or other working conditions.

B. The City of Bartlett will consider a close relative of an employee for full-time or part-time employment if the applicant possesses all the qualifications for employment. A close relative may not be hired, transferred or promoted, however, if the employment, transfer or promotion would:

- 1) Create either a direct or indirect supervisor/subordinate relationship with a close relative; or
- 2) Create a situation where one employee would be responsible for assigning work to a close relative; auditing the work of a close relative; making employment-related decisions or recommendations to a close relative or regarding a close relative; or exerting any influence over a close relative's hiring, salary, performance appraisals, work assignments, promotion, or other working conditions; or
- 3) Create an actual conflict of interest or the appearance of a conflict of interest.

C. For the purpose of this policy "close relative" is defined as follows:

1. Spouse
2. Parent, step parent, foster parent, or guardian
3. Child, stepchild, adopted child, foster child, grandchild, ward
4. Brother, sister, step brother/sister, half-brother/sister, foster brother/sister
5. Father-in-law/Mother-in-law
6. Brother-in-law/sister-in-law
7. Son-in-law/daughter-in-law
8. Grandparent, grandparent-in-law
9. Any person who resides in the same household
10. Any person with whom the employee has a consensual romantic or sexual relationship

C. Any job offer, employment, transfer or promotion made in violation of this policy will be retracted or terminated immediately upon verification of the “close relative” relationship. Provisions of the policy section on “Discipline” regarding falsification of information may also apply.

D. The need for recruiting or retaining a special or unique skill and/or experience, or other special circumstances, could result in an exception to this policy, provided such exception is recommended by the Director of Personnel and approved by the Mayor.

Except as expressly provided otherwise in this Amendment, the language of the Personnel Policy in effect prior to the adoption of this Amendment shall remain unchanged.

ADOPTED THIS 8th DAY OF AUGUST 2017.

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Archdeacon explained that this amendment will allow the City to hire relatives of current employees for full time work. This amendment also prevents employees from directly supervising family members.

Mayor McDonald noted that he has been observing this system at work in the Bartlett City School System and has found it to be working smoothly, while allowing more than one family member to work full time for the organization. The City's current policy prevents an employee's relatives from working in any department full time. Under this new nepotism policy, relatives of the mayor, the chief administrative officer, and the director of personnel will not be allowed to work for the City.

Alderman Pleasant said the current policy seems harsh in penalizing an employee's family member, and he appreciates this amendment.

RESULT:	APPROVED [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

RESOLUTION (ID # 2181)

Meeting: 08/08/17 07:00 PM
Department: Personnel
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Ted Archdeacon
Sponsors:
DOC ID: 2181

Resolution 35-17, a resolution to amend the City of Bartlett Personnel Policies and Administrative Procedures Guide regarding paramedic program assistance.

WHEREAS, the cost of tuition to attend a State-certified paramedic program has increased; and

WHEREAS, the citizens deserve a well-trained, well-staffed EMS division; and

WHEREAS, the City of Bartlett wants to alleviate the burden of this cost and strengthen our Emergency Medical Services (EMS) team.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that the following sections replace the current policy in the City of Bartlett Personnel Policies and Administrative Procedures Guide:

11.3 PARAMEDIC PROGRAM ASSISTANCE

A. The City agrees to pay the cost of tuition and books necessary for firefighters to attend a Paramedic program necessary to obtain a State of Tennessee Paramedic license, with the express written approval of the Mayor, Fire Chief and the Personnel Director of the City of Bartlett. Such cost shall not exceed \$8,000. Funding of tuition and books will be payable to the educational institution.

B. In consideration of such payments, employees agree to take all actions necessary to obtain a State of Tennessee Paramedic license within twelve (12) months of completion of the Paramedic program and clinical. Should an employee fail to obtain a Paramedic license within said time period, the employee agrees to reimburse the City for all tuition and other expenses paid by the City related to the employee's participation in the Paramedic program not less than sixty days (60) from the date of the notice from the City seeking reimbursement.

C. Upon receiving a State of Tennessee Paramedic license, the employee seeking tuition assistance will be assigned to a Bartlett Fire Department Ambulance for 6 months to obtain the necessary training and experience.

D. The Fire Department Administration reserves the right to transfer said applicant requesting funding to the Medical Division should personnel staffing needs arise after State of Tennessee Paramedic license has been obtained. Transfer to the Medical Division would be accommodated with Paramedic/Firefighter salary paygrade.

E. In consideration of such payments, the employee agrees that, should the employee's employment with the City terminate for any reason within four (4) years from the date of issuance of the State of Tennessee Paramedic license, the employee shall reimburse the City for all tuition and other expenses paid by the City related to the employee's participation in the paramedic program, not less than sixty days (60) from the date of the notice from the City seeking reimbursement.

F. Should it become necessary for the City to initiate legal action to enforce the terms of this arrangement, the employee agrees to pay any cost and expenses incurred by the City in connection with said lawsuit, including but not limited to reasonable attorney's fees.

G. The employee must indicate that he/she understands the terms and conditions surrounding the Paramedic training; and the employee executed the agreement voluntarily and with full knowledge of its significance.

Except as expressly provided otherwise in this Amendment, the language of the Personnel Policy in effect prior to the adoption of this Amendment shall remain unchanged.

ADOPTED THIS 8th DAY OF AUGUST 2017.

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Archdeacon explained that this amendment will increase the tuition reimbursement for employees attending paramedic school from \$4,500 to \$8,000. Now that Bartlett's sister cites have started paramedic programs, countywide competition has increased, and it's getting more difficult to hire paramedics.

Mayor McDonald noted that in exchange for full tuition reimbursement, employees will have to continue their employment with the City for four years after training is complete or repay the full tuition.

Alderman Simmons asked how many paramedics we need. Mr. Archdeacon said the Fire Department would like to add five for a total of 30. Mayor McDonald added that more paramedics are needed to staff and run the new ambulance.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Emily Elliott, Alderman

SECONDER: W.C. Pleasant, Alderman

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2178)

Meeting: 08/08/17 07:00 PM

Department: Personnel

Category: Grant

Prepared By: Stefanie McGee

Initiator: Ted Archdeacon

Sponsors:

DOC ID: 2178

Resolution 36-17, a resolution authorizing the City of Bartlett to participate in the Tennessee Municipal League Risk Management Pool's Safety Partners Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Bartlett is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Bartlett employees; and

WHEREAS, The Tennessee Municipal League Risk Management Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

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

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

Section 1. That the City of Bartlett is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through The Pool.

Section 2. That the City of Bartlett is further authorized to provide a matching sum not to exceed \$3,000 to serve as a match for any monies provided by this grant.

ADOPTED THIS 8th DAY OF AUGUST 2017.

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Archdeacon stated that the Pool requires the Board approve a resolution authorizing participation in its grant program. If received, this grant will be used for injury-reduction training for public safety employees.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2169)

Meeting: 08/08/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2169

Resolution 37-17, a resolution to amend the Fiscal Year 2018 Grants Fund and Capital Improvements Fund budgets to appropriate funds for a Tennessee Department of Transportation comprehensive Americans with Disabilities Act self-evaluation and transition plan.

WHEREAS, the City of Bartlett has been approved for a grant from the Tennessee Department of Transportation for funding under the Surface Transportation Program of an Americans with Disabilities Act Transition Plan project for the City; and

WHEREAS, the grant project will include an assessment of the city's existing facilities, including all public buildings, facilities and rights-of-way to inventory needs for ADA compliance; and

WHEREAS, the estimated total project cost is \$150,000 with the City of Bartlett 20 percent local match estimated to be \$30,000;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Fiscal Year 2018 Grants Fund and Capital Improvement Fund budgets are amended to appropriate funds necessary to complete the project as provided below:

<u>Fund Acct Number</u>	<u>Expenditures</u>	<u>Revenues</u>
131.43100.999.07318	\$120,000	
131.30000.33683.07318		\$120,000
311.48311.780.455	\$150,000	
311.48311.391710.455		\$30,000
311.48311.36705.455		\$120,000

Adopted this day of August 8, 2017

W.C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus explained that the State is requiring cities to create an Americans with Disabilities Act compliance plan. This resolution will fund the creation of that plan.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION (ID # 2170)

Meeting: 08/08/17 07:00 PM

Department: Finance

Category: Presentation

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2170

Resolution 38-17, a resolution to amend the Fiscal Year 2018 Grants Fund Budget to appropriate funds for the Fletcher Creek Bank Stabilization project funded by a Community Development Block Grant.

WHEREAS, the City of Bartlett has been approved for a Disaster Recovery Round 3 grant from the Tennessee Department of Economic and Community Development (TDEC); and

WHEREAS, the City of Bartlett has received notice from TDEC for approval of project management and engineering services to be used during the contract period; and

WHEREAS, the estimated total project cost is \$515,690 with 100 percent of the project funded by the Community Development Block Grant program;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Fiscal Year 2018 Grants Fund Budget is amended to appropriate funds necessary to complete the project as provided below:

<u>Fund Acct Number</u>	<u>Expenditures</u>	<u>Revenues</u>
131.43100.780.06516	\$515,690	
131.30000.33682.06516		\$515,690

Adopted this day of August 8, 2017

W.C. Pleasant, Register to the

Board of Mayor and Aldermen

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Phebus stated that the City received a CDBG in the amount of \$515,690 to stabilize the banks of Fletcher Creek.

Alderman Pleasant asked what specifically the funds will be used for. Rick McClanahan, City Engineer, explained that between 200 and 250 feet of Fletcher Creek will be reshaped and grade control devices will be installed in low areas.

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