



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

TUESDAY, JULY 9, 2013 - BARTLETT CITY HALL - 7 PM

INVOCATION

Opening Prayer by Lane Reuter, Immanuel Lutheran

FUTURE MEETINGS

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

City Beautiful Commission, July 11 at 7 p.m.

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

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

Bartlett Arts Council, July 16 at 7 p.m.

Design Review Commission, July 16 at 7 p.m.

RECOGNITIONS

Girls and Boy Scouts

Official Business of the Day

MINUTES ACCEPTANCE

Minutes of the June 25, 2013 Board of Mayor and Aldermen Regular Meeting

UNFINISHED BUSINESS

- I **Second Reading of Ordinance 13-09, an ordinance to designate the old Bartlett Baptist Church Sanctuary, 5868 Stage Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)**

CONSENT AGENDA

- I **Special event permit for Ellendale Baptist Church Community Block Party. (Jim Brown, Director of Code Enforcement)**

The event will be held on Saturday, July 20 at Easthill Park from 1 to 3 p.m.

2 License agreement for ESRI Geographic Information System Software. (Rick McClanahan, Director of Engineering)

Authorize the Mayor to sign the annual license agreement for the GIS software and pay the fee of \$9,300. Funds are available in account 123.48123.933.

3 Bid for water tank maintenance services. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bid from Utility Service Company, Inc. in the amount of \$212,700.00, plus a contingency amount of \$32,300.00 for a total cost of \$245,000.00. Funds are available in account 510.51051200.945.

4 Windsor Park Subdivision, Phase A: Subdivision Contract in Lieu of Assumption Agreement (Rick McClanahan, Director of Engineering)

New developer, Windsor Farms, LLC, pay \$42,536.29 in City fees. The replacement bond is set at \$1,971,036.00. Original developer was foreclosed upon.

5 Bid for annual EMS supplies. (Terry Wiggins, Fire Chief)

Recommend accepting the lower cumulative bid from Bound Tree Medical. Funds are available in account 110.42300.321.

NEW BUSINESS

1 Resolution 12-13, a resolution to delete uncollectable accounts from the water accounts receivable. (Dick Phebus, Director of Finance)

2 Resolution 13-13 A resolution allowing the Aldermen to participate in the Health Insurance Plan of the City of Bartlett at the same rate as employees. (Mark Brown, Chief Administrative Officer)

OPEN DISCUSSION

ADJOURNMENT



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 25, 2013 - COUNCIL CHAMBER - 7 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Mark Taylor, Sycamore View Church of Christ

FUTURE MEETINGS

Family Assistance Commission, July 1 at 7 p.m

Planning Commission, July 1 at 7 p.m.

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

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

Official business of the day

Mayor McDonald made the Aldermen and public aware of an emergency expenditure:

The Public Works Department purchased a replacement engine for 2009 Automated Packer from Cummins Mid-South at a cost of \$21,000.00.

Without objection, Resolution 11-13, a resolution to donate surplus property to the Town of Crump, Tennessee was added to the heels of the agenda.

RECOGNITIONS

Government Finance Officers Association Financial Reporting Presentation Award

Mayor McDonald recognized Finance Director Dick Phebus and the Finance Department for earning the Government Finance Officers Association Financial Reporting Presentation Award for the 25th consecutive year.

Patriotic Employer Award Presentation

Dan Callahan, Employer Support of the Guard and Reserve, presented Police Chief Gary Rikard and Mayor McDonald with the Patriotic Employer Award. Police Lt. Patrick Cici nominated the City of Bartlett and the Police Department for this honor.

Minutes Acceptance: Minutes of Jun 25, 2013 8:00 PM (MINUTES ACCEPTANCE)

Firefighter Badge Promotion

Fire Chief Terry Wiggins, Assistant Chief Danny Baxter and Mayor McDonald presented badges to Matt Hill and Ryan O'Neil on being promoted from Paramedic/Firefighters to Apparatus Drivers.

MINUTES ACCEPTANCE**Minutes of the June 11, 2013 Board of Mayor and Aldermen meeting**

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

CONSENT AGENDA

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

1 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

2 Proposal for Buckhead Outfall Sewer System Study. (Rick McClanahan, Director of Engineering)

Recommend accepting proposal from Bucharth Horn to install and monitor five flow meters to determine where water is infiltrating the sewer system. Cost of study will be \$23,500. Funds are available in account 510.51400.945.

3 Residential subdivision contract for Dorsey Residential Subdivision. (Rick McClanahan, Director of Engineering)

The developer, Visian Vongphrachanh, Pasith Silvilay and Toulasone will pay \$10,980.00 in City fees. The bond is set at \$10,332.00.

4 Proposal to redesign City's website. (Dick Phebus, Director of Finance)

Recommend accepting a redesign proposal from Civic Plus to create an advanced recurring redesign for the City of Bartlett website in the amount of \$21,200.00 and annual maintenance costs of \$12,025.80. Funds are available in accounts 123.48123.264 and 123.48123.255.

Minutes Acceptance: Minutes of Jun 25, 2013 8:00 PM (MINUTES ACCEPTANCE)

5 Bid for annual office supplies. (Dick Phebus, Director of Finance)

Recommend accepting the lowest cumulative bid from Staples Advantage with guaranteed pricing for one year. Each department budgets for its office supplies.

NEW BUSINESS**I First Reading of Ordinance 13-09, an ordinance to designate the old Bartlett Baptist Church Sanctuary, 5868 Stage Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick stated that this item received a favorable recommendation from the Planning Commission.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 7/9/2013 7:00 PM
MOVER:	David Parsons, Alderman	
SECONDER:	Emily Elliott, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick	

2 Resolution 11-13 A RESOLUTION TO DONATE SURPLUS PERSONAL PROPERTY TO THE TOWN OF CRUMP, TENNESSEE (Dick Phebus, Director of Finance)

Alderman Simmons asked why the City is donating equipment to Crump, Tennessee.

Mayor McDonald explained that the Mayor of Crump called and asked if Bartlett had any surplus items needed to build a road. According to Director of Public Works Bill Yearwood, there are two flat-bed dump trucks the City no longer uses. Typically, surplus equipment is sold at auction, but State law allows the granting of surplus personal property to other government agencies. The City is donating one 1986 flatbed dump truck to Crump.

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

Discussion of MLGW's Smart Meters.

Becky Williamson of MLGW gave a presentation to the Board regarding the smart meters that the utility will be installing throughout the County until 2020. Citizens will be able to opt out of having a smart meter installed at their home. Smart meters will allow for more efficient energy consumption and a reduction of operating cost for MLGW since meter readers will no longer be necessary to obtain energy consumption for each address. Consumption information will be communicated from the smart meter directly to MLGW headquarters.

OPEN DISCUSSION

Rick McClanahan, Director of Engineering, announced that Brunswick Road between Ellis Road and Patches Drive would be closed for up to five months. The closure is due to an engineering project that will decrease the height of the hill on Brunswick Road just south of Ellis. Provisions have been made for citizens to have access to their property and detours created for thru traffic.

Shirley Jackson, 6127 York Hill, asked citizens to vote for the July 16 referendum allowing Bartlett to create a municipal school system.

ADJOURNMENT

Meeting adjourned at 7:50 p.m.

Meeting adjourned at 7:50 PM

Minutes Acceptance: Minutes of Jun 25, 2013 8:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE 2013-9

Meeting: 07/09/13 07:00 PM

Department: Planning and Economic Development

Category: Designation

Prepared By: Stefanie McGee

Initiator: Terry Emerick

Sponsors:

DOC ID: 1002

Ordinance 13-09, an ordinance to designate the old Bartlett Baptist Church Sanctuary, 5868 Stage Road, a historic landmark.

WHEREAS, an application has been received to designate the Old Bartlett Baptist Church Sanctuary a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 23rd day of July, 2013 and notice thereof published in *The Bartlett Express*,

NOW, THEREFORE, be it ordained by the Board of Mayor and Aldermen of the City of Bartlett:

SECTION 1. The property described as follows is hereby designated as Historic Landmark HL-7, in accordance with Zoning Ordinance, Article VI, Section 25.F, to be maintained in accordance with the attached "Historic Preservation Guidelines for the Landmark Structure known as the Old Bartlett Baptist Church Sanctuary":

Property located at 5868 Stage Road a/k/a the Bartlett Station Municipal Center identified as Shelby County Tax Parcel B015600218.

SECTION 3. SEVERABILITY - Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE - This Ordinance shall be effective from and after its final passage, the public welfare requiring it.

First Reading: June 25, 2013

Second Reading: July 9, 2013

Third Reading: July 23, 2013

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

A. Keith McDonald
Mayor

Stefanie McGee, City Clerk

HISTORY:

06/25/13 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
Next: 07/09/13

Mr. Emerick stated that this item received a favorable recommendation from the Planning Commission.

**GUIDELINES FOR LANDMARK DESIGNATION
BARTLETT BAPTIST CHURCH SANCTUARY
BARTLETT STATION MUNICIPAL CENTER**

The purpose of the guidelines is to preserve the historic integrity of the Bartlett Baptist Church Sanctuary, including its natural, environmental, and man-made structure, in order to maintain its significant past. To achieve this purpose, these guidelines are intended to encourage compatible development and discourage the introduction of incompatible alterations.

The Bartlett Baptist Church Sanctuary portion of the Bartlett Station Municipal Center is currently used by various local church groups for services and is also used for wedding ceremonies. Revenues from this activity help to maintain the facility. The City of Bartlett intends to continue to maintain this facility for these current and future uses compatible to this sanctuary building.



City of Bartlett

A. Keith McDonald, Mayor

March 7, 2013

Carman Bell, Chairman
Bartlett Historic Preservation Commission
6382 Stage Road
Bartlett TN 38134

Dear Mr. Bell:

The City of Bartlett is requesting consideration of the former Bartlett Baptist Church building for local landmark designation. This structure is currently a part of the Bartlett Station Municipal Center which was acquired by the city in 2005. The original frame structure was built in 1870 and the current brick exterior was added in 1932. A more detailed history of Bartlett Baptist Church is enclosed.

This building, located where the railroad tracks intersect with Stage Road, was a part of the early history of Bartlett up to modern times and still continues to serve the community as part of the Bartlett Station Municipal Center.

Your consideration for local landmark designation is much appreciated.

Sincerely,

A. Keith McDonald
Mayor

AKM/km

Enclosure

Attachment: Letter of request and history of church (13-09 : Bartlett Baptist Sanctuary historic landmark)

BARTLETT BAPTIST CHURCH, 5868 STAGE ROAD

On Sunday, November 30, 1840 a meeting of the local Baptists was held in Raleigh, the county seat of Shelby County, to organize themselves as the Egypt Baptist Church with its charter members being Thomas A. Oliver and wife, Martha; Martin Powers and wife, Charlotte; B.B. Sullivan and wife, Elizabeth; Elizabeth Ayres; under guidance of L.H. Milliken and John High. This congregation dissolved its connection with Raleigh by 1844, with its meeting house grounds being acquired in the 1840's and early 1850s where it is presently located at 4454 Raleigh-Millington Road.

The Baptists in the Green Bottom settlement, that area along what was known then and remains the Stage Road from about Covington Pike connecting on U.S. Highway 64 to Germantown Road, decided to organize themselves as a separate congregation with thirty-six members, on August 27, 1849, leaving the Egypt group, the latter granting them their autonomy on August 30 of that year. Among the leaders in this movement was James Pruden who had moved into this vicinity from nearby Fayette County in 1846; along with this man and his family were the Waddle and Wood families and Colonel John Blackwell, who though he would not settle permanently in the community until the late 1850s affiliated with this group.

The new congregation was called Prosperity and met in a small log building that also served as a schoolhouse, about four miles east of Raleigh, located near the southwest corner of what are today Brownsville Road and Billy Maher Road. Prominent in the religious covenant, formally adopted a few years later, was the conviction "that we will strive for the support of a faithful evangelical ministry among us...."

John Byron Canada, a young Virginian, who taught in the Prosperity school, having been educated for the ministry was chosen to be the minister of the Prosperity Baptist Church and ordained there August 19, 1850; for fourteen years of the first two decades of the church's existence he led its membership, resigning in 1868 but returned in 1872, finally retiring in November 1876.

In March 1851 the Prosperity Baptist Church voted to move its location to Green Bottom where they later purchased a fourth of an acre from Joseph P. Ward, April 5, 1852 for five dollars, through their elders James Pruden, J.M. Kelly and Samuel B. Berryhill. At this location they built a frame meeting house. It stood about where the present Bartlett Baptist Church (the 1870 building) is now located. In 1870 the congregation erected a new yellow frame house (with green shutters) on the same site with Gothic architectural features, and its formal dedication was held in April of the next year. Some of the materials used in this building were brought from the old Warren Chapel (Methodist) as it was dismantled in the Ellendale Community.

The congregation prospered, added acreage to its grounds over the years; purchased a large church bell in May 1877 for \$100. On March 8, 1896 the name of the congregation was formally changed to the Bartlett Baptist Church. In 1932 the church itself was brick veneered and improved with the pulpit, choir and baptistery extended onto the north side of the building. In 1946 an annex of Sunday School rooms was added. In 1964 a new sanctuary was built. Generally speaking the church has been fortunate in the

high caliber of its ministers. One of its most popular and effective ministers was the Reverend F. Irvin Hays (pastorate, 1953-1986).

On May 20, 1988, the Bartlett Baptist Church bought 37.84 acres on Yale Road in Bartlett where the congregation has now built and relocated. It was the first Baptist Church in the City of Bartlett.

The building was sold to the City of Bartlett and is now the Bartlett Station Municipal Center.



SHELBY COUNTY, TN					
SCALE: 1" equals 100'	DATE OF MAP: Apr 27, 2012	MAP NO			
PHOTO DATE: March 2011	TN STATE PLANE (400)	106B			
COMPILED: JUNE 2001	NAD 83(90) NAVD 88				
CITY: B	WARD:				
DISTRICT: 01					

A	B	C	D
H	G	F	E
I	J	K	L
P	O	N	M

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**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/13 07:00 PM
Department: Code Enforcement
Category: Agreement
Prepared By: Stefanie McGee
Department Head: Jim Brown

Special event permit for Ellendale Baptist Church Community Block Party.



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

EAST HILL PARK - 6950 DANNHILL RD 38135
 Address Zip Code

JULY 20TH 1pm - 3pm
 Dates of the Event Hours of the Event

COMMUNITY BLOCK PARTY
 Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

BARTLETT PARKS + RECREATION
 Property Owner

NATHAN PELLEGRINI (ELLENDALE BAPTIST CHURCH) 3861 BROADWAY RD.
 Special Event Permit Applicant Address of Applicant

901 - 386 - 4676 901 - 386 - 1096
 Phone Number Fax Number

Check all items that apply:

For information call (901) 385-6425.

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

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

 Total

Nathan Pellegrini
 Responsible Person

6/27/2013
 Date

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

APPROVAL

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

Attachment: Special event permit (1018 : Special event permit for Ellendale Baptist)



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
David D Thompson, Parks Director

June 25, 2013

City of Bartlett
Code Enforcement
6462 Stage Road
Bartlett, TN 38134

Ellendale Baptist Church has requested to use Easthill Park on Saturday, July 20, 2013, for two hours for their community outreach event. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

David Thompson
Director Parks and Recreation
City of Bartlett

cc: Nathan J. Pellegra
Ellendale Baptist Church
npellegra@ebcbartlett.org

Attachment: Special event permit (1018 : Special event permit for Ellendale Baptist)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/27/2013

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

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

PRODUCER CORPORATE INSURANCE GROUP LLC PO BOX 737 5674 CLEAVES CIRCLE STE 102 ARLINGTON, TN 38002	CONTACT NAME: KEN BRADY PHONE (A/C, No, Ext): 901-867-7171 FAX (A/C, No): 901-867-8998 E-MAIL ADDRESS: KEN@CALLCIG.COM																					
INSURED ELLENDALE BAPTIST CHURCH PO BOX 487 ELLENDALE, TN 38029	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>PHILADELPHIA INSURANCE COMPANY</td><td></td></tr> <tr> <td>INSURER B:</td><td>EMPLOYERS ASSURANCE CO</td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	PHILADELPHIA INSURANCE COMPANY		INSURER B:	EMPLOYERS ASSURANCE CO		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		PHPK1010059	04/23/2013	04/23/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHPK1010059	04/23/2013	04/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHUB418392	04/23/2013	04/23/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	1311722	04/23/2013	04/23/2014	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	TRUSTEES LIABILITY		PHSD838597	04/23/2013	04/23/2014	\$1,000,000 OCCURRENCE \$1,000,000 AGGREGATE

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

CERTIFICATE HOLDER CITY OF BARTLETT	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE GENERAL PARTNER <i>Ken Brady</i>
---	---

Special Event Checklist

Event: Community Block Party
 Location: EAST HILL PARK
 Dates: July 20 1pm - 3pm
 Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

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

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

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

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





**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/13 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

License agreement for ESRI Geographic Information System Software.



Esri Inc
380 New York Street
Redlands CA 92373

2007
GUT WITH ME
LAST WEEK OF JUNE

SUBJECT: MAINTENANCE QUOTE

DATE: 05/12/2013
TO: Todd Graves
ORGANIZATION: CITY OF BARTLETT
ENGINEERING DEPT
FAX #: 901-385-6419 PHONE #: 901-385-6499

FROM: Ana Rosales
FAX #: 909-793-4801 PHONE #: 909-793-2853 Ext. 3306
EMAIL: arosales@esri.com

Number of pages transmitted
(including this cover sheet): 4

QUOTATION #25580222
DOCUMENT DATE: 05/12/2013

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit <http://www.esri.com/maintenancebenefits>.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit <http://www.esri.com/legal/licensing/software-license.html>.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: <http://training.esri.com/gateway/index.cfm>

For details about ECP discounts and waivers for non-profit users please visit <http://www.conservationgis.org/grant>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.

Attachment: Contract and quote (1013 : ESRI Maintenance Quote)



esri[®] 380 New York Street
Redlands, CA 92373
Phone: 909-793-28533306
Fax #: 909-793-4801

Quotation

Date: 05/12/2013

Quotation Number: 25580222

Contract Number: 2009MPA1439

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Ana Rosales

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

CITY OF BARTLETT
ENGINEERING DEPT
P.O. Box 341148
BARTLETT TN 38184-1148
Attn: Todd Graves

Customer Number: 7315

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Primary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014	3,000.00	3,000.00
1010	1	52385 ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Secondary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014	1,200.00	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014	500.00	500.00
3010	1	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014	200.00	200.00
4010	1	87198	500.00	500.00

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

Issued By: Ana Rosales

Ext: 3306

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

Attachment: Contract and quote (1013 : ESRI Maintenance Quote)


esri®

 380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28533306
 Fax #: 909-793-4801

Quotation

Page 2

Date: 05/12/2013

Quotation Number: 25580222

Contract Number: 2009MPA1439

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

		ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		
5010	1	87199	200.00	200.00
		ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		
6010	1	98696	500.00	500.00
		ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		
7010	1	87192	400.00	400.00
		ArcGIS for Desktop Basic (formerly ArcView) Single Use Primary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		
8010	7	87193	300.00	2,100.00
		ArcGIS for Desktop Basic (formerly ArcView) Single Use Secondary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		
9010	1	100571	500.00	500.00
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		
10010	1	100572	200.00	200.00
		ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 08/11/2013 End Date: 08/10/2014		

Subtotal	9,300.00
Estimated Tax	0.00
Total	\$ 9,300.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

Attachment: Contract and quote (1013 : ESRI Maintenance Quote)


esri®

380 New York Street
 Redlands, CA 92373
 Phone: 909-793-28533306
 Fax #: 909-793-4801

Quotation

Page 3

Date: 05/12/2013	Quotation No: 25580222	Customer No: 7315	Contract No: 2009MPA1439
Item Qty Material#		Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

 Signature of Authorized Representative

 Date

 Name (Please Print)

 Title

[CSBATCHDOM]

Attachment: Contract and quote (1013 : ESRI Maintenance Quote)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED**AGENDA ITEM**

Meeting: 07/09/13 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Stefanie McGee

Department Head: Rick McClanahan

Bid for water tank maintenance services.

MEMORANDUM

To: Mayor and Board of Alderman

From: Timothy J. Herndon, PE 

Date: Thursday June 6, 2013

Re: **2013 – 2022 Tank Maintenance Services**

The 2013 Elevated Water Tank Maintenance Project was advertised in the *Commercial Appeal* on Monday April 30th, 2013. The following bidders picked up the Bid Documents:

Utility Service Company (Perry, GA)	TMI Coatings (St. Paul, MN)
Tank Pro (Northport, AL)	Kris Johnson Construction (Forest City, AR)
Caldwell Tanks (Louisville, KY)	Pittsburg Tank & Tower (Henderson, KY)
Southern Corrosion (Roanoke Rapids, NC)	Tankrehab.com (Ponte Vedra Beach, FL)

Three bids were received on Tuesday May 30, 2013 at 2:00 pm. All bids met the requirements contained in the plans and specifications. Based on all information I recommend the project be awarded to:

Utility Service Company, Inc.
535 Courtney Hodges Blvd.
Box 1350
Perry, GA 31069
(478) 987-0303

Please award Year One of this project to Utility Service Company, Inc. in the amount of **\$212,700.00**. Also, please approve an additional **\$32,300** for additional work that may be needed during the year for a total amount of **\$245,000.00**

Funding is available in the following accounts:

Account # 510.51051200.945 FY 2013 Water Mains & System Improvement \$211,000.

Account # 510.51051200.945 FY 2014 Water Mains & System Improvement \$34,000.

\$211,000 will come from this year's budget, the balance of \$34,000 will come from next year's budget, for a total of \$245,000.

A copy of the bid documents and bid tabulation is located in the Alderman's Conference Room for your review. The Project bid was for maintenance over a 10 year period. We are asking you to approve only year one at this time.

Attachment: Memo and bid summary (1017 : Water tank maintenance)

2013 Elevated Tank Maintenance Project

Bid Date Thursday May 30, 2013 2:00 PM - Bartlett TN

Bid Summary	UTILITY SERVICE GROUP Perry GA	TANK PRO Northport, AL	CALDWELL TANKS Louisville, KY
Contract Year 1	\$ 212,700.00	\$ 283,435.00	\$ 309,418.00
Contract Year 2	\$ 167,300.00	\$ 199,428.00	\$ 252,144.00
Contract Year 3	\$ 213,200.00	\$ 284,273.00	\$ 220,836.00
Contract Year 4	\$ 130,800.00	\$ 167,396.00	\$ 212,599.00
Contract Year 5	\$ 92,700.00	\$ 95,474.00	\$ 186,816.00
Contract Year 6	\$ 99,800.00	\$ 94,573.00	\$ 190,612.00
Contract Year 7	\$ 131,700.00	\$ 158,757.00	\$ 182,331.00
Contract Year 8	\$ 157,800.00	\$ 245,618.00	\$ 226,873.00
Contract Year 9	\$ 382,200.00	\$ 393,857.00	\$ 497,194.00
Contract Year 10	\$ 133,300.00	\$ 117,216.00	\$ 210,615.00
TOTAL CONTRACT	\$ 1,721,500.00	\$2,040,027.00	\$ 2,489,438.00

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

Meeting: 07/09/13 07:00 PM

Department: Engineering

Category: Contract

Prepared By: Dena Crossnine

Department Head: Rick McClanahan

AGENDA ITEM

Windsor Park Subdivision, Phase A: Subdivision Contract in Lieu of Assumption Agreement

This Subdivision originally started in the County in 2006 under an Annexation Reserve Water Contract. It was then annexed, and shortly after the plat was recorded in 2007, the contractor sued for non-payment, and the City directed the developer to close the development, including the roads, to the public. The lawsuit was settled early this year, but the bank had already foreclosed on the original developer and has been trying to find a new developer to buy/take over the entire subdivision. A sales contract with Windsor Farms, LLC is scheduled to close after this contract is executed, and after the original letter of credit is returned to the bank. Once done, the new developer will commence punchlist work for New Brunswick Rd and expects to have it ready to open to the public 2-3 months after they start work on the punchlist items. They will then begin home building.

Total Fees: \$ 42,536.29

Total Replacement Bond: \$1,971,036.00

RESIDENTIAL SUBDIVISION CONTRACT

Rev. 7/07

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY, TENNESSEE, hereinafter referred to as the CITY and WINDSOR FARMS, LLC, hereinafter referred to as the DEVELOPER and/or New Developer.

WITNESSETH:

WHEREAS, the subdivision final plat entitled: WINDSOR PARK SUBDIVISION SECTION 'A', dated December 5, 2005 had been recorded on July 17, 2007; and

WHEREAS, said subdivision was approved by Shelby County; and the Developer agreed to construct said subdivision as provided in the current Bartlett Subdivision Regulations and with the Bartlett Standard Construction Specifications. This site has since been annexed by the City of Bartlett, foreclosed upon by BancorpSouth, and recently sold to Walker Farms, LLC to take over completion of this subdivision from the original Developer, thus necessitating a new subdivision contract requiring the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; and

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

XVII PARKLAND FEES

The CITY acknowledges that the Original Developer has paid \$350.00 per lot for the original 130 lots, and the New Developer will pay \$700 per lot for any additional lots for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

Special Conditions:

- 1 **Background:** This contract is a result of Windsor Farms, LLC purchasing Windsor Park Subdivision, Section A from BancorpSouth, who foreclosed upon the original developer ("Original Developer"). Windsor Farms, LLC is to be the new developer ("New Developer"). The original contract was an Annexation Reserve Water contract using estimates and fee rates from 2006. For all work in place to date, those estimates and fees have been retained. Any new or remaining work will be estimated at current rates and use the current fee schedule.
- 2 **Bond:** The initial bond amount shall remain the same at \$1,971,036.00 of Windsor Park Section A. This amount does not reflect any recalculation of a new bond, but does take into account that most of the public infrastructure improvements have been installed, but not maintained and are still under warranty. Further bond reductions will commence from this amount as the punchlist work is repaired/completed. Upon completion of all the punchlist items associated with New Brunswick Road including the final surface paving and striping necessary to open New Brunswick Road, the bond shall be reduced to \$1,356,354.00.
- 3 **HOA:** The Bylaws and CC&R's for the Homeowners Association ("HOA") have been recorded. Bond for the HOA in the amount of \$127,500.00 will be retained from the original bond at the second bond reduction. The HOA portion of the bond will be reduced on the following schedule: thirty percent (30%) of the original amount after the first year of operation (as shown by minutes of meetings); twenty percent of the original amount (20%) after the HOA accepts the common areas, and fifty percent (50%) of the original amount when New Developer fully turns over the HOA to the residents.
- 4 **Fees:**
 - a. The City acknowledges that all of the fees, including but not limited to the Parkland Development Fees, listed in Section I of the Payment and Schedule which is part of this Contract have been paid by the Original Developer.
 - b. Street light costs have been previously paid, but a maintenance/operating cost has been incurred since the lights were installed by MLGW - due to their operation since then, but the lights have remained on closed roads for no benefit to the City. It was determined by MLGW to be more economical to operate them rather than to completely disconnect them. This maintenance/operating cost from July 2007 through September 2013 has been added to the fee schedule for this contract, and is payable by the New Developer. **\$19,584.00**

c. The City has performed street repairs for safety reasons at the intersection of Ellis and New Brunswick Rd and also along Brunswick Rd, but has not been paid by the Original Developer. The cost for this work has been added to the fee schedule for this contract, and is payable by the New Developer. **\$22,952.29**

5

Roads:

a. New Brunswick Rd will be opened to the public once the applicable punch list items are completed and the final lift of asphalt has been installed at the Developer's expense, at which time, the City will assume full control and maintenance responsibility of the road (less the medians and all landscaping). This will in turn allow public access to the interior roads as the New Developer chooses to open them.

b. Any interior road to be opened shall be repaired as necessary prior to it being opened. The final lift of asphalt at the New Developer's expense on all interior roads will not be installed until the entire subdivision or an agreed-upon phase has been built out according to the latest Bartlett Final Paving Resolution.

c. Prior to the release of any lots, the applicable public roads must be open to access them. At the time of execution of this contract, the only lots that could be released for construction of a model home are lots 1-7 along Brunswick Road.

6. **Punchlist:** A copy of the current punchlist that was last updated on December 5, 2012, which represents a reasonable assessment of the work remaining to be completed has been provided to Windsor Farms, LLC, and is attached as Appendix I to this contract.

7. **Phasing:** Windsor Farms, LLC has discussed with the City the possibility of phasing this subdivision, but at the time of execution of this contract, has not finalized a formal phasing plan. It is therefore agreed to by both parties that phasing can be mutually accomplished on an informal basis.

8. **Warranties:** Warranties associated with an area outside any released 'phase' shall not commence until lots with that 'phase' are released. All warranties associated with sewer, water, storm drainage, and curb/gutters within a public right of way shall extend until the applicable right of way is final paved.

9. In regard to Article I, Section 2 of the Contract, and Article II, Section 1 of the Contract, the City acknowledges that the Original Developer has paid to the City Subdivision Inspection fees of \$39,000.00.

10. In regard to Article I, Section 5 of the Contract, the City acknowledges that except as otherwise provided herein, the Original Developer completed the improvements, which were inspected and approved by the City Engineer with the exception of the punchlist items as shown in Appendix I, that the Original Developer submitted as-built drawings, that the Final Plat of the Subdivision was approved by the City and recorded, and the City has accepted the dedication of the public improvements and land.

11. In regard to Article I, Section 7 of the Contract, the City acknowledges that the Original Developer did select the URD of Memphis Light, Gas and Water Division's application for Utility Services for the Subdivision.

12. In regard to Article I, Section 9 of the Contract, the City acknowledges that it is not applicable to this Subdivision.
13. In regard to Article I, Section 11 of the Contract, the City shall provide the New Developer with details of any increases in the bond amount.
14. In regard to Article II, Section 1 of the Contract, the City acknowledges that all of the improvements described therein have been completed by the Original Developer, however, as noted in the punchlist in Appendix I, there are many items that will have to be addressed and corrected by the New Developer.
15. In regard to Article IV of the Contract, the City acknowledges that all water mains, hydrants, valves, and appurtenances to serve all lots within the Subdivision have been installed by the Original Developer, however, as noted in the punchlist in Appendix I, there are many items that will have to be addressed and corrected by the New Developer.
16. In regard to Article V of the Contract, the City acknowledges that the Original Developer has paid the sum of 15% of the water construction cost to the City for expansion of water supply and treatment facilities, and that the Original Developer has paid the water connection fee of \$1,500.00 per lot for the original 130 lots.
17. In regard to Article VI of the Contract, the City acknowledges that the Original Developer installed an approved sewerage system, however, as noted in the punchlist in Appendix I, there are many items that will have to be addressed and corrected by the New Developer.
18. In regard to Article VII of the Contract, the City acknowledges that the Original Developer has paid the sewer maintenance and connection charge of \$1,500.00 per lot for each of the original 130 lots, and has paid to the City a sewer system review fee of \$10.00 per lot or \$25 per 250 feet of sewer line extension.
19. In regard to Article VIII of the Contract, the City agrees that that Article only applies to the original work and Punchlist items.
20. In regard to Article XII, Section 1 of the Contract, the City acknowledges that the Original Developer installed all storm water drainage channels, ditches, and structures necessary, all drainage control fees have been paid to the City, and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the Subdivision, however, as noted in the punchlist in Appendix I, there are many items that will have to be addressed and corrected by the New Developer.
21. In regard to Article XII, Section 2 of the Contract, the City acknowledges that the Original Developer has graded the lots and the New Developer will be responsible for all punchlist items and to ensure the final as-built grading conditions meet the engineers grading plan.

22. In regard to Article XII, Section 6 of the Contract, the City acknowledges that the Original Developer designed and constructed all drainage improvements in accordance with the approved plans with the exceptions noted in the punchlist.
23. In regard to Article XII, Section 12 of the Contract, the City acknowledges that the Original Developer has paid the drainage fee of \$250.00 per lot to the City.
24. In regard to Article XIV of the contract, the City acknowledges that the Original Developer has completed all necessary street light installation, and except for the fees noted in item 4 above, has paid for all costs related thereto.
25. All remaining work in the Subdivision shall be completed per the contract terms.

XVII

**PAYMENT AND SCHEDULE BARTLETT, TENNESSEE
THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING
AMOUNTS AS HEREINBEFORE DETAILED FOR:
WINDSOR PARK SUBDIVISION, SECTION A**

I. Due at Execution of Subdivision Contract and before Construction Begins:	
1. Water Plant Expansion (15% of Water Main Cost)	\$ <u>73,754.00</u>
2. a. Water System Engineering (6% of Water Main Cost)	\$ <u>29,501.00</u>
b. Subdivision and site plan review fee @ \$175.00 per lot.	\$ <u>22,750.00</u>
3. Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.	\$ <u>1,300.00</u>
4. City Subdivision Inspection: 3% of Development Cost or \$300.00 per Lot whichever is greater	\$ <u>39,000.00</u>
5. Water Connection Fee @ \$1,500.00 per lot (130 Lots)	\$ <u>195,000.00</u>
6. Water Credit of Construction of Sewer Out-fall and Water Loop	\$ <u>(36,960.00)</u>
7. Sewer Connection Fees Sewer connection fee @ \$1,500.00 per lot. SEWER BASIN: SOUTH	\$ <u>195,000.00</u>
8. Parkland Development Fee @ \$350.00 per Lot District 3	\$ <u>45,500.00</u>
9. Drainage Control Fees:	
9a. Drainage control fee for those lots not served by a Detention Basin @ \$500.00 per Lot	\$ <u>-0-</u>
9b. Drainage control fee for lots served by a Detention Basin @ \$250.00 per Lot	\$ <u>32,500.00</u>
10. Street light payment	\$ <u>87,673.45</u>
11. Credit for fees paid in original contract including Street Lights	\$ <u>(685,018.45)</u>
Subtotal	\$ <u>-0-</u>

Additional Fees:

12. Street Light Maintenance/Operation Fee
July 2007 thru Sep 2013 \$ 19,584.00

13. Ellis at New Brunswick Rd and Brunswick Rd
street paving/repairs in 2009 and 2010 \$ 22,952.29

TOTAL DUE CITY - Make check in this amount. \$ **42,536.29**

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

1. Asphalt Final Paving Cost (Current Estimated
Construction Cost) - (amount may be in phases) \$ 360,954.65

TOTAL DUE II \$ **360,954.65**

III. Upon Execution of Subdivision Contract and
Before Construction Begins 100% of Development
Cost (BOND AMOUNT) \$ 1,971,036.00

IV. Concurrent with second bond reduction:

1. Homeowners Association Bond:

To be added as an extra liability from the existing bond
amount and held until HOA is turned over to
residents in a formal meeting, and minutes from
that meeting are provided to the City of Bartlett
Planning and Engineering offices.

\$ 127,500.00

APPENDIX I
Windsor Park Punch List
November 5, 2012
(updated December 5, 2012)

1. The original contractor had indicated that the lots on the west side of New Brunswick Road would need to be undercut as was done with at least half of the lots on the east side of New Brunswick Road. This has not been done. Is it no longer required?

2. **Storm Water Pollution Prevention**
 - a. ***All dirt, gravel and debris need to be removed from sidewalks, curb and gutter and paved areas of New Brunswick Road so road can be opened.**
 - b. ***Overgrown weeds and grass along New Brunswick Road needs to be cut to right of way.** City of Bartlett standard is to be maintained no higher than nine inches.
 - c. ***Vegetation growing between asphalt and curb and gutter along New Brunswick Road needs to be removed.**
 - d. ***Inlet protection on New Brunswick Road needs to be removed to preclude street flooding.**
 - e. Overgrown weeds and grass on lots need to be cut.
 - f. Mud and debris needs to be cleaned from the interior streets and curb and gutters to facilitate curb and gutter inspection. **No curb and gutter has been inspected other than along New Brunswick Road and Brunswick Road.**
 - g. Remove remnants of silt fences to include posts and wire backing.
 - h. Inlet protection inside the subdivision needs to be removed to facilitate drainage inspections. **No subgrade drainage inspections have been accomplished.**
 - i. The sediment basin on lot A needs to be treated, drained and dredged to conform with the plans. The existing outlet structure needs debris removed.
 - j. Construction debris and trash needs to be removed from the property.

3. **Grading**
 - a. Positive drainage is required at the back of lots 8 thru 11, 82 thru 94 and 96 thru 101.
 - i. In areas where the sod is higher than the bottom of the fence, provide swales to facilitate lot drainage.
 - ii. Raise fences so they don't act as dams.
 - iii. A passive swale is required between lots 90 and 91.
 - b. Repair slopes around inlet code D32 (slopes need to be sodded and pinned).
 - c. Area around inlets codes D27 and D82 need to be re-graded to remove excess silt accumulation. Stabilize disturbed area. Inlet protection will be required if methods other than sod are used for stabilization.

APPENDIX I
Windsor Park Punch List
November 5, 2012
(updated December 5, 2012)

- d. Grading on lots 61 through 66 not consistent with the grading plan (sudden grade changes at back of lots and no swales).
- e. Dress and sod slopes at back of lots 126 through 130.
- f. ***Investigate cause of excessive water between curbs and sidewalks at south end of New Brunswick Road and correct cause. There are areas of standing water** (may be associated with irrigation leaks).
- g. Slopes on out parcel on north side of Brunswick Road need to be repaired and stabilized. Slopes 3 to 1 or steeper require sod.

4. Drainage

- a. Install headwall at code 19A per the plans. Will require a chain link fence to be installed on headwall.
- b. Install headwall at code D40A per the plans.
- c. Install headwall at code D66A per the plans.
- d. Install headwall at code D71A per the plans.
- e. Install chain link fence on headwall code D120.
- f. Replace rip rap at headwall code D126 with Permatam 200 as specified in the plans. Grade will need to be re-worked. This work may be deferred until such time as the sediment basin is converted to a detention basin.
- g. Install chain link fence on headwall code 150.
- h. Install rip rap at headwall code D153 per the plans.
- i. Install chain link fence on headwall code 153.
- j. Install chain link fence on headwall code D146.
- k. Install rip rap at headwall code D148 per the plans.
- l. Install chain link fence on headwall code D148.
- m. Repair slopes around and for tail ditch from code D148. Debris in this area needs to be removed from the project.
- n. ***A 6-72 inlet grate has fallen into the inlet on New Brunswick Road and needs to be re-installed.**
- o. Grading plan needs to be revised to show the temporary use of HDPE pipe at the planned location of headwall D157 and that the temporary pipe will be removed and the headwall installed when that property is developed.
- p. Install rip rap at end of pipe for headwall code D157 per the plans.
- q. **A complete drainage inspection could not be conducted due to the inlet protection and debris.**

5. Road repair

- a. ***Repair asphalt in the southbound lane of New Brunswick Road, south of Branson Drive, where the curb and gutter had been replaced.**
- b. ***Repair road failure and associated curb and gutter on New Brunswick Road at approximately station 24+00 (north and south bound lanes).**

APPENDIX I
Windsor Park Punch List
November 5, 2012
 (updated December 5, 2012)

- c. ***Repair road failure and associated curb and gutter on south bound New Brunswick Road, north of Branson Drive.**
 - d. ***Repair road failure and associated curb and gutter at median nose on New Brunswick Road north of Windsor Park Road (will require survey of adjacent curb and gutters to obtain proper elevations for cross slope).**
 - e. ***There are numerous areas on New Brunswick Road that require curb and gutter replacement. Some areas could not be adequately inspected because of debris in the gutters.**
 - f. ***There are several areas along New Brunswick Road where sidewalk needs to be replaced. Some areas could not be adequately inspected because of debris and over grown vegetation.**
 - g. ***Approximately five feet of sidewalk needs to be installed on Brunswick Road. Sidewalk in this area wasn't installed because of a utility pole. The pole has been relocated.**
 - h. ***All side streets need to be barricaded and closed until such time as punch list items for those areas are complete and lots have been released for building.**
 - i. ***Coordinate with the County to have the final lift of asphalt and striping placed on:**
 - i. **New Brunswick Road prior to opening.**
 - ii. **Connection to Old Brunswick Road immediately after New Brunswick Road is opened.**
 - iii. **Wolf Trace – optional at this time – mandatory when that area is built out.**
 - iv. **Remainder of subdivision.**
 - j. **Repair road failure on Banyan Lane in front of lot 82.**
 - k. ***Repair asphalt on Brunswick Road in front of lot 1.**
 - l. ***Complete roadway transition as per the plans at the north end of New Brunswick Road and the tie-in to existing Brunswick Road.**
 - m. ***Complete roadway transition at the east end of Brunswick Road as per the plans.**
 - n. **Overgrown weeds and grass in joints between asphalt and curb and gutter need to be cut and treated with herbicide.**
- 6. Signage**
- a. ***Keep Right graphic sign on median at intersection of Brunswick Road and New Brunswick Road needs to be re-installed.**
 - b. ***Keep Right graphic sign on median at north end of project is damaged and needs to be replaced.**

APPENDIX I
Windsor Park Punch List
November 5, 2012
 (updated December 5, 2012)

- c. ***One “Cross Traffic Does Not Stop” sign needs to be installed at the Ellis Road and New Brunswick Road intersection, on the south bound stop sign.**
- d. ***Stop sign on Brunswick Road at New Brunswick Road needs to be set to vertical.**
- e. ***Street sign on Brunswick Road at New Brunswick Road needs to be set to vertical.**
- f. ***South and north bound New Brunswick Road speed limit signs need to be set to vertical.**
- g. ***Stop sign on Welford Drive at New Brunswick Road needs to be replaced and set to vertical.**
- h. ***Stop sign on Branson Drive at New Brunswick Road needs to be set to vertical.**
- i. ***Blades for street sign at Wolf Trace and New Brunswick Road missing.**
- j. ***Stop sign on Wolf Trace at New Brunswick Road needs to be set to vertical.**
- k. ***“Right Turn Only” signs (2 ea) on south bound New Brunswick Road need to be replaced with “Right Lane Must Turn Right” signs and set to vertical. Right Turn Only signs are not listed in the Manual for Uniform Traffic Control Devices.**
- l. **Stop sign on Windsor Park at Ballard Cove is missing.**
- m. **Stop sign on Bostick Road at Ballard Drive is missing.**
- n. **Stop sign on southbound Ballard Drive at Welford Drive is missing.**
- o. **Street sign on Ballard Drive at Welford Drive is missing.**
- p. **Stop sign northbound Ballard Drive at Welford Drive needs set to vertical.**
- q. **Street sign on Bostick Road at Banyan Lane is missing.**
- r. **Repair end of roadway markers at end of Foothill Drive.**
- s. **Street sign on Welford Drive at Banyan Lane is missing.**
- t. **Stop sign on Banyan Lane at Welford Drive is missing.**
- u. **Stop sign on Banyan Cove at Banyan Lane is missing.**
- v. **Stop sign on Bostick Road at Banyan Lane needs to be replaced and set to vertical.**
- w. **Stop sign on Silverwood Drive at Branson Drive needs to be replaced and set to vertical.**
- x. **Stop sign on Branson Drive at Wellwick Drive missing.**
- y. **End of Roadway signs at north terminus of Wellwick Drive are missing.**
- z. **Stop sign on Wellwick Drive at Silverwood Drive needs to be set to vertical.**
- aa. ***“Right Lane Closed 1000 FT” sign needs to be removed.**
- bb. ***Install new striping after final lift of asphalt is applied.**

APPENDIX I
Windsor Park Punch List
November 5, 2012
 (updated December 5, 2012)

- cc. ***Install raised pavement markers at the north end of New Brunswick Road as per the plans.**
- dd. ***Install raised pavement markers at the east end of Brunswick Road as per the plans.**
- ee. ***Install right turn arrow and 'ONLY' pavement markings for southbound New Brunswick Road at new "Right Lane Must Turn Right" sign located approximately 500 feet from Ellis Road intersection.**
- ff. ***Install right turn arrows and 'ONLY' pavement markings for northbound New Brunswick Road at existing "Right Lane Must Turn Right" signs.**
- gg. ***Install left turn arrow pavement markings in left turn lanes (two at the Ellis Road intersection for a total of seven).**
- hh. ***Right Lane Must Turn Right sign on New Brunswick Road at Brunswick Road needs to be turned to face northbound traffic.**
- ii. **Install crosswalk and stop bar on New Brunswick Road at Ellis Road.**
- jj. **Install crosswalk and stop bar on Brunswick Road at New Brunswick Road.**

7. Landscaping

- a. ***Plantings in areas where the median is not full width (transition areas) need to be removed. These areas should only be grass; no trees or bushes. Work has been done on this item but the north most median has not been completed. Holes left as a result of removing plantings need to be filled and sodded.**
- b. **Irrigation lines on the west side of New Brunswick Road, north of Brunswick Road, need to be at least two feet deep so as not to interfere with future installation of water meters (three off site lots). They are currently at the same elevation as the water services.**
- c. **Remove and replace all dead trees and plantings in the landscaping. Re-planting should be conducted between Nov 1 and March 15 only.**
- d. **Install all missing plantings in the landscaping.**
- e. **Remove wire tree ties from trees where no longer necessary; should be removed after one planting season.**
- f. **Vegetate the slopes at the end of the sidewalk at the north end (east side) of New Brunswick Road.**
- g. **Repair all ruts and damaged areas of sod. Sod needs to tie into sidewalks and curbs with no exposed soil.**
- h. ***Repair irrigation leaks on New Brunswick Road (the meters are currently off).**
- i. ***Landscaping along lot A (the New Brunswick Road frontage) is not in accordance with the landscaping plate in the plat.**

APPENDIX I
Windsor Park Punch List
November 5, 2012
(updated December 5, 2012)

- j. ***The landscaping fence along New Brunswick Road requires repair in numerous areas including at least one brick column.**
 - k. Install sidewalk on Foothill Drive from lot 18 south to end of curb and gutter.
 - l. Install sidewalk on Wellford Drive from lot 30 south to end of curb and gutter.
 - m. Install sidewalk on Banyan Lane from lot 38 south to end of curb and gutter.
8. **Additional work required when the sediment basin is converted to detention:**
- a. Grade and stabilize the slopes on lot A (detention area) to match plans. Slopes will require sod.
 - b. Grade and stabilize the bottom of detention basin to match plans.
 - c. Install low flow channel as shown on plans.
 - d. Install Permamat 200 at headwalls codes D120 and D146 as shown on plans.
 - e. Provide as-built information and certification, with calculations, that detention basin is built substantially to the design requirements.
9. **Miscellaneous items:**
- a. Pay street light fee of \$87,673.45 (see letter dated January 5, 2009)
 - b. Pay street light operating costs for past five years.
 - c. At least one street light is broken. Contact MLGW for repair once New Brunswick Road is opened.
 - d. Pay for striping of intersection of New Brunswick Road and Ellis Road \$523.90 (see letter dated December 9, 2009)
 - e. Pay for bushing of asphalt at the intersection of New Brunswick Road and Ellis Road \$13,285.95 (see letter dated January 13, 2010).
 - f. Pay for patching of road failure in front of lot 3 on Brunswick Road \$2,400.00 (see letter dated February 15, 2010)
 - g. ***Inline water valve box on New Brunswick Road north of Windsor Park Road needs to be replaced.**
 - h. ***Inline water valve box on Windsor Park Road east of New Brunswick Road needs to be replaced.**
 - i. ***Water valve boxes on New Brunswick Road and Brunswick Road need to be made flush with pavement.**

Asterisk items (*) above need to be completed in order to safely open New Brunswick Road to traffic.

APPENDIX I
Windsor Park Punch List
November 5, 2012
(updated December 5, 2012)

This list describes items that could be identified as the subdivision currently exists. Additional work may be identified once clean-up and maintenance activities are started. The subdivision is expected to conform substantially to the approved plans.



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

AGENDA ITEM

Meeting: 07/09/13 07:00 PM

Department: Fire

Category: Bid

Prepared By: Cindy Barnett

Department Head: Terry Wiggins

Bid for annual EMS supplies.

The Bartlett Fire Department has received requests and sent bid packets to the following companies:

Moore Medical, Farmington, CT
Zoll Medical, Chelmsford, MA
MMS Medical, Daytona Beach, FL
Northeastern Emergency Equipment
Interboro Packaging, Montgomery, NY
Mercury Medical
Bound Tree Medical, Dublin, OH

On Monday, July 17, 2013 during the bid opening, we received two (2) submissions.

Bound Tree Medical

MMS Medical

Of the two (2) submitted bids, only Bound Tree Medical submitted bids on all requested items (No "No Bid" items) and had no substitutions made for the items that clearly stated specific brands or specifications in the bid packet. Bound Tree also has a disaster assistance program that allows their customers access to emergency medical supplies 24 hours a day 365 days a year in the event of a mass casualty event. Bound Tree has a warehouse located here in Southaven, MS and can have EMS supplies to Bartlett within hours of a disaster.

Based upon the lower bid submission, our past experience of quality customer service and the ability to have access within hours needed medical supplies during a disaster, it is my recommendation that we continue to utilize Bound Tree Medical as our sole supplier of EMS supplies.

Thank You,

Terry Wiggins, Fire Chief



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION 12-13

Meeting: 07/09/13 07:00 PM

Department: Finance

Category: Budget

Prepared By: Stefanie McGee

Initiator: Dick Phebus

Sponsors:

DOC ID: 1011

Resolution 12-13, a resolution to delete uncollectable accounts from the water accounts receivable.

WHEREAS, proper fiscal year end procedures require the determination of uncollectible water accounts receivable; and

WHEREAS, the City Treasurer will review all past due accounts in excess of six months old. The City Treasurer, after determining the accounts which appear uncollectible, may write off all such accounts with a balance of \$25.00 or less; and

WHEREAS, the past due water bills that are more than \$25.00 and are deemed uncollectible by the City Treasurer will be brought to the City of Bartlett Mayor and Board of Aldermen board meeting in July each year for approval of writing off all past due uncollectible accounts; and

WHEREAS, the list of past due water bills that are more than \$25.00 as of June 2013 that are deemed uncollectible by the City Treasurer totals approximately \$70,515.60; and

WHEREAS, a list of all customers with unpaid balances that have been written off will be kept on file for public record. Any customer who was previously written off and desires to initiate service again with the City of Bartlett for water service must pay the unpaid bill before service will be started again;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN that these water accounts receivable will be deleted from the accounts receivable uncollectible aged list of accounts.

Adopted this day of July 9, 2013

W. C. Pleasant, Register to the

A. Keith McDonald, Mayor

Board of Mayor and Aldermen

Attest: _____
Stefanie McGee, City Clerk



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

RESOLUTION 13-13

Meeting: 07/09/13 07:00 PM
Department: Administration
Category: Policy
Prepared By: Jeanie Underwood
Initiator: Mark Brown
Sponsors:
DOC ID: 1014

Resolution 13-13 A resolution allowing the Aldermen to participate in the Health Insurance Plan of the City of Bartlett at the same rate as employees.

WHEREAS, on June 24, 1984, the Board of Mayor and Aldermen did adopt a resolution to include the Aldermen in the City of Bartlett Health Insurance Plan provided for the employees of the City of Bartlett; and

WHEREAS, that resolution did require that any Aldermen who participate in the City's Health Insurance Plan pay for any and all costs of said participation; and

WHEREAS, all the other participants in the City of Bartlett Health Insurance Plan pay a portion of the costs to participate and the participant's portion and the City's portion are determined by the Board of Mayor and Aldermen; and

WHEREAS, the Board of Mayor and Aldermen desires that the Aldermen that do participate in the City's Health Insurance Plan pay the same rate as all other participants;

NOW, THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett that the Aldermen will be allowed to participate in the Health Insurance Plan of the City of Bartlett at the same contribution rate for all participants as determined by the Board of Mayor and Aldermen.

Adopted this day of July 9, 2013

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

A. Keith McDonald, Mayor

Attest: _____
Stefanie McGee, City Clerk