



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 27, 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: Absent, Alderman Paula Sedgwick: Present.

INVOCATION

Opening Prayer by Danny Sinuefield, Faith Baptist Church

FUTURE MEETINGS

Family Assistance Commission, July 3 at 6 p.m.

Bartlett Station Commission, July 5 at 7:30 a.m.

City Beautiful Commission, July 6 at 6:30 p.m.

Planning Commission, July 6 at 7 p.m.

Bartlett Historical Society, July 10 at 7 p.m.

RECOGNITIONS

Mayor McDonald and the Aldermen recognized Boy Scouts from Troop 265. The scouts were working on earning their Communications and Citizenship in the Community merit badges.

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

MINUTES ACCEPTANCE

Minutes of the June 13, 2017 Board of Mayor and Aldermen Regular Meeting

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

UNFINISHED BUSINESS

- I Second Reading of Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)**

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next: 7/11/2017 7:00 PM
MOVER:	Bobby Simmons, Alderman	
SECONDER:	W.C. Pleasant, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick	

CONSENT AGENDA

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

- I Special event permit for Memphis Runners Track Club Road Race. (Jim Brown, Director of Code Enforcement)**
The event will be held on Sunday, August 13 and Sunday, August 27 from 5:30 to 9:30 a.m. at W.J. Freeman Park.
- 2 Annual Contribution to the County's Household Hazardous Waste Collection Facility. (Bill Yearwood, Director of Public Works)**
Approve yearly contribution of \$20,000 to waste facility, as approved in Resolution 43-05. Funds are available in account 122.48122.899.
- 3 Renewal of maintenance agreement for Watson Field Reporting. (Gary Rikard, Chief of Police)**
Request to renew service agreement with Data Driven for Watson Field Reporting Suite in the amount of \$37,364.90. This is an annual agreement running from July 1, 2017 to June 30, 2018. Funds are available in Account 123.48123.264.
- 4 Bid for one 2017 Ford Explorer. (Gary Rikard, Chief of Police)**
Recommend accepting the lowest bid from AutoNation at a cost of \$27,024.72. Funds are available in Account 311.48311.785.20317.
- 5 Bid for lawn treatment services for Parks and Recreation Department and Bartlett City Schools. (Shan Criswell, Director of Parks and Recreation)**
Recommend accepting the bid from Herbi-Systems for Parks and Recreation maintenance and Schools lawn treatment services for a total cost of \$143,841.44. Parks Maintenance will cost \$87,350.94 and the Schools portion will cost \$56,490.50. Funds are available in Accounts 11044300.265 and 11044400.265.

6 Bid for renovation of Deermont Park restrooms. (Shan Criswell, Director of Parks and Recreation)

Recommend accepting the lowest bid from Terry Bell Construction, LLC. in the amount of \$269,777.00, plus a contingency amount of \$15,000.00, for a total project cost of \$284,777.00. Additionally, recommend awarding the project's construction management to Ross Witt, PLLC. in the amount of \$6,250. The total cost of this project will be \$291,027.00. Funds are available in Account 311.48311.780.51617.

7 Bid for Fiscal Year 2018 annual transportation projects. (Rick McClanahan, Director of Engineering)

Recommend accepting the lowest bids from the following contractors:

Concrete Replacement - Mark Weeks Construction

Traffic Signal Maintenance - Shelby Electric

Asphalt Pavement - Standard Construction, Lehman-Roberts, APAC-Tennessee

These are all budgeted items.

Rick McClanahan, Director of Engineering, requested that this item be pulled so he could clarify the asphalt pavement award.

He explained that Standard Construction would be the primary vendor for asphalt paving products, and Lehman Roberts and APAC-Tennessee would be secondary.

8 Lease contract renewal with Vertical Bridge. (Dick Phebus, Director of Finance)

Request to renew lease contract with Vertical Bridge for use of land (5205 Brief Road) and tower used for the City's two-way public radio communication system. Monthly lease payments are \$1,442, for total of \$17,304 during Fiscal Year 2018. Funds are available in Account 123.48123.243.

9 Contract amendment for temporary employment services. (Dick Phebus, Director of Finance)

Request approval to amend the temporary employment services contract approved on October 14, 2016. This amendment will change the vendor name and clarify the bid pricing sheet. . Pricing on original bid did not change; only clarification of overtime rate billing for both regular and overtime pay.

10 Property, General Liability, Auto, Worker's Compensation, and Other Insurance Renewals. (Ted Archdeacon, Director of Personnel)

The Tennessee Municipal League insurance quotes require approval for the Fiscal Year 2018 renewal for the City of Bartlett and Board of Education.

11 Treasurer's Report for May 2017. (Dick Phebus, Director of Finance)

Adopted Budget Expenditures	\$72,630,170
Year-to-date Expenditures	\$70,201,869
Adopted Budget Revenues	\$72,630,170
Year-to-date Revenues	\$65,743,114

NEW BUSINESS

- 1 First 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)**

Mr. Brown explained that this ordinance amendment will bring the City in line with the State's Municipal Purchasing Law of 1983. If a City has a centralized purchasing system through a purchasing agent, purchases up to \$25,000 can be made with administrative approval.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next: 7/11/2017 7:00 PM
MOVER:	W.C. Pleasant, Alderman	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick	

- 2 Resolution 30-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)**

Mr. Brown explained that the Bartlett Board of Education approved this budget amendment at its June 22 meeting. This amendment will add funds for three additional capital projects.

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

OPEN DISCUSSION

No citizens spoke during Open Discussion.

ADJOURNMENT

Meeting adjourned at 7:22 PM



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, JUNE 13, 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 Greer, New Hope Christian Church

FUTURE MEETINGS

Board of Education Work Session, June 15 at 7 p.m.
Historic Preservation Commission, June 19 at 7 p.m.
BPACC Advisory Board, June 20 at 6 p.m.
Bartlett Arts Council, June 20 at 6:30 p.m.
Design Review Commission, June 20 at 6:30 p.m.
Board of Education, June 22 at 7 p.m.

RECOGNITIONS

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

Mayor McDonald announced an emergency expenditure by Public Works for a new sewer video camera from RS Technical Services for an estimated cost of \$21,000. This is a single source vendor. Funds are available in Account 510.51300.935.

MINUTES ACCEPTANCE

Minutes of the May 23, 2017 Board of Mayor and Aldermen Regular Meeting

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

Minutes Acceptance: Minutes of Jun 13, 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.

1. Ordinance 17-03, an ordinance to adopt the 2017-2018 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets.

Mayor McDonald noted that the Board of Mayor and Aldermen held a work session to discuss the Fiscal Year 2018 Budget May 9, 2017.

No one spoke in favor or in opposition of Ordinance 17-03.

This public hearing adjourned at 7:07 p.m.

2. Notice of intent to exceed the certified tax rate.

Mayor McDonald noted that the State Certified property tax rate is \$1.48; the City is proposing a property tax rate of \$1.83. This tax increase will be used to renovate Bartlett High School, add an ambulance, and hire six additional police officers.

No one spoke for or against the notice to exceed the certified tax rate.

This public hearing adjourned at 7:09 p.m.

3. Ordinance 17-04, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2017.

No one spoke in favor or in opposition of Ordinance 17-04.

This public hearing adjourned at 7:10 p.m.

UNFINISHED BUSINESS

- I **Third Reading of Ordinance 17-03, an ordinance to adopt the 2017-2018 General Fund, Street Aid Fund, Solid Waste Fund, General Improvement Fund, Drug Enforcement Fund, DEA Enforcement Fund, Drainage Fund, Parks Improvement Fund, Bartlett City School Fund, Utility Fund, Debt Service Fund, and Capital Improvements Fund Budgets. (Dick Phebus, Director of Finance)**

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

Minutes Acceptance: Minutes of Jun 13, 2017 7:00 PM (MINUTES ACCEPTANCE)

- 2 **Third Reading of Ordinance 17-04, an ordinance to levy and assess a tax rate for ad valorem taxes upon real property and personal property in the City of Bartlett for the Tax Year 2017. (Dick Phebus, Director of Finance)**

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

CONSENT AGENDA

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

- 1 **Bid for annual office supplies. (Dick Phebus, Director of Finance)**
 Recommend accepting the lowest and best bid from Yuletide Office Solutions. Funds are available in various department budgets.
- 2 **Subdivision Contract for Wal-Mart Academy. (Rick McClanahan, Director of Engineering)**
 The developer, Wal-Mart Real Estate Business Trust, will pay \$16,135.00 in City fees. The bond is set at \$33,600.00.
- 3 **Site Plan, Grading, and Erosion Control Contract for Christian Life Tabernacle. (Rick McClanahan, Director of Engineering)**
 The developer, Christian Life Tabernacle, will pay \$49,903.48 in City fees. The bond is set at \$215,780.00.
- 4 **Contract for professional services agreement alternate bid for Deermont Park restroom renovations. (Shan Criswell, Director of Parks and Recreation)**
 Recommend accepting the professional design services contract for an alternate bid proposal for Deermont restroom renovations from RossWitt, PLLC for a total price of \$12,800.00. Funds are available in Account 311.48311.780.51617.
- 5 **Apple Capital Lease Debt Obligation Form for school computers. (Dick Phebus, Director of Finance)**
 State of Tennessee Comptroller's Office requires presentation to the Board of Mayor and Aldermen of the Report on Debt Obligation form for certain obligations. Attached form is presented for the Apple computer capital lease approved on May 23, 2017.
- 6 **Planning Commission Report for June 2017. (Terry Emerick, Director of Planning and Economic Development)**

Minutes Acceptance: Minutes of Jun 13, 2017 7:00 PM (MINUTES ACCEPTANCE)

Item 1 - Special use permit for 3A Collision, 6420 Summer Avenue, was forwarded to the Board of Mayor and Aldermen with a recommendation to approve with conditions.

Item 2 - Construction plan for Village at Deer Run, Phase I, was approved with conditions.

Item 3 - Final plan for Village at Deer Run, Phase I, was approved with conditions.

7 Treasurer's Report for April 2017. (Dick Phebus, Director of Finance)

Budgeted expenditures \$72,630,170

Year-to-date expenditures \$65,291,462

Budgeted revenues \$72,630,170

Year-to-date revenues \$60,778,752

NEW BUSINESS

I Appoint Angelia Allen to Bartlett Arts Council. (A. Keith McDonald, Mayor)

Angelia Allen will fill the position vacated by Deidre Seymour. Her term will expire September 30, 2018.

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

2 Appoint Michelle Page, Wayne Ray and Karen Winemiller to the City Beautiful Commission. (A. Keith McDonald, Mayor)

These City Beautiful Commission members' terms will expire December 31, 2017.

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

3 Resolution 23-17, a resolution to accept a grant from the State of Tennessee Highway Safety Office in the amount of \$19,919.60 for a 2017 Multiple Violations Traffic Grant and amend the Fiscal Year 2017 Grant Fund budget to appropriate the grant funds. (Dick Phebus, Director of Finance)

Mr. Phebus noted that this is an annual grant that the City receives.

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

4 Resolution 24-17, a resolution to adopt a public records policy. (Ed McKenney, City Attorney)

City Attorney Ed McKenney explained that the State Legislature recently passed a bill requiring all municipalities to adopt a public records policy, which will become effective July 1, 2017. The City has had a public records policy since 2007, but this one will be in line with the State's new requirements. The process is virtually unchanged.

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

5 Resolution 25-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this Bartlett City Schools budget amendment appropriates funds for a gym renovation and roof replacement.

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

6 Resolution 26-17, a resolution of the City of Bartlett, Tennessee, authorizing the issuance of Interest Bearing General Obligation Capital Outlay Notes, Series 2017, in an amount not to exceed \$1,969,150, and providing for the payment of said notes. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this bond issue will be used to pay for Fiscal Year 2018 equipment and vehicle purchases approved in the budget ordinance. This seven-year note has a 2.33 percent interest rate.

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

7 Resolution 27-17, a resolution to delete uncollectible accounts from utility customers accounts receivable. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this resolution will write-off \$30,089 in uncollectible utility accounts. This amount is down considerably from last year.

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

8 Resolution 28-17, a resolution to amend the Fiscal Year 2017 General Fund and Capital Improvement Program Budgets to appropriate funds for the Tennessee College of Applied Technology for land acquisition. (Dick Phebus, Director of Finance)

Mr. Phebus explained that this resolution will appropriate \$1 million for the Tennessee College of Applied Technology for land acquisition.

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

9 Set a Public Hearing for July 11, 2017 for Resolution 29-17, a resolution approving a Special Use Permit for 3-A Collision Center to operate an automobile paint and body shop to be located at Grace Subdivision, Lot 1, Summer Avenue within the "C-H" Highway Business Zoning District. (Terry Emerick, Director of Planning and Economic Development)

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

10 First Reading of Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark. (Terry Emerick, Director of Planning and Economic Development)

Mr. Emerick explained that this house has recently had its interior renovated, which has made it possible to extend the life of the house. The Historic Preservation Commission approved the Barteau-Dickey House receiving landmark status in April.

RESULT: APPROVED ON FIRST READING [UNANIMOUS] Next: 6/27/2017 7:00 PM
MOVER: W.C. Pleasant, Alderman
SECONDER: Bobby Simmons, Alderman
AYES: Pleasant, Elliott, Parsons, Simmons, Young, Sedgwick

OPEN DISCUSSION

Shirley Jackson, 6127 Yorkhill Drive, is a member of the Board of Education. She promised the Board that the Board of Education would be good stewards of tax funds. A large portion of the property tax increase will fund the renovation of Bartlett High School.

Blount Smith, 457 Waring, has been a teacher at Bartlett High School for 46 years. She thanked the Board for supporting the school system. She also thanked the Board for approving the budget and tax increase.

Lindsey Massey, 3546 Marietta, said she appreciated the Board's consistency to serve, thanked them for adding six police officers, and for supporting the Bartlett High renovation.

Superintendent David Stephens said the new facility will be second to none. He ensured the renovation project will be successful, and thanked the Board for their continued support.

ADJOURNMENT

Meeting adjourned at 7:32 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Jun 13, 2017 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2123)

Meeting: 06/27/17 07:00 PM

Department: Planning and Economic Development

Category: Amendment

Prepared By: Sam Harris

Initiator: Terry Emerick

Sponsors:

DOC ID: 2123

Ordinance 17-05, an ordinance to designate the Barteau-Dickey House, 2943 Sycamore View Road, a historic landmark.

WHEREAS, an application has been received to designate the Barteau - Dickey House, 2943 Sycamore View Road, a Historic Landmark in the City of Bartlett; and

WHEREAS, a public hearing was held before this body on the 11th day of July 2017 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-8, 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 Barteau-Dickey House":

Property located at 2943 Sycamore View Road a/k/a the Barteau - Dickey House identified as Shelby County Tax Parcel B0156 00279.

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 13, 2017

Second Reading: June 27, 2017

Third Reading: July 11, 2017

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

 A. Keith McDonald, Mayor

Attest: _____
 Stefanie McGee, City Clerk

HISTORY:

06/13/17 Board of Mayor and Aldermen **APPROVED ON FIRST READING**
 Next: 06/27/17

Mr. Emerick explained that this house has recently had its interior renovated, which has made it possible to extend the life of the house. The Historic Preservation Commission approved the Barteau-Dickey House receiving landmark status in April.

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]	Next:
	7/11/2017 7:00 PM	
MOVER:	Bobby Simmons, Alderman	
SECONDER:	W.C. Pleasant, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick	

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/27/17 07:00 PM
Department: Code Enforcement
Category: Special event permit
Prepared By: Valerie Brantley
Department Head: Jim Brown

Special event permit for Memphis Runners Track Club Road Race.

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



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

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

August 13 and August 27 2017 5:30 a.m. - 9:30 a.m.
Dates of the Event Hours of the Event

Memphis Runner's Track Club Road Race 5 mile runs
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett
Property Owner

Memphis Runner's Track Club P.O. Box 17981 Memphis, TN
Special Event Permit Applicant Address of Applicant 38187-098

(901) 246-1565
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
\$64.00 Total

Rob Hunter / Sharon Currell 6/12/17
Responsible Person Date

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

APPROVAL

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

Special Event Checklist

Event: Road Race Series 5 mile runs
 Location: W.J. Freeman Park 2629 Bartlett Blvd
 Dates: August 13 and August 27 2017

Type of special event: (Check one.)

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

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

Performance standards:

	Sub- mitted ✓ or X	OK	N/A		Comments
1	X			<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.	map attached
2	X			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.	police notified
3			X	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			X	<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		X		The special event shall not impair the normal, safe and effective operation of a permanent use on the same site.	
6		X		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		X		<i>Compliance with other regulations.</i> All structures shall meet all applicable provisions of the Building Code.	
8		X		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	X			<i>Hours of operation and duration.</i> The duration and hours of operation of a special event shall be consistent with the surrounding land uses. The total duration of a special event shall not exceed the duration set forth in Table VI.27-1; however, the duration of the special event may be modified by conditions attached to the issuance of the special event permit, as set forth in Section 27.F. Table V.27-1: Special Event Maximum Duration <table><tr><th>Type of Special Event</th><th>Duration</th></tr><tr><td>Type 1: Noncommercial</td><td>30 days</td></tr><tr><td>Type 2: Special Seasonal</td><td>90 days</td></tr><tr><td>Type 3: Commercial</td><td>14 days</td></tr><tr><td>Type 4: Public Attractions</td><td>14 days</td></tr></table>	Type of Special Event	Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	
Type of Special Event	Duration														
Type 1: Noncommercial	30 days														
Type 2: Special Seasonal	90 days														
Type 3: Commercial	14 days														
Type 4: Public Attractions	14 days														
10			X	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			X	<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	X			<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.	Memo to Police
14	X			<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			X	<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		X		<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		X		<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		X		<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		X		<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	X			<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.	memo attached
21	X			<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		X	Limitations on signs.	
23		X	Temporary arrangements for parking and traffic circulation.	
24		X	Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
25		X	Modifications or restrictions on the hours of operation, duration of the event, size of the event or other operational characteristics.	
26		X	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		X	The provision of traffic control or security personnel to ensure the public safety and convenience.	
28		X	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	X			Name and address of the applicant.	
30	X			Names and address of the owner of the premises on which the proposed event is to be held.	memo attached
31		X		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
32	X			Description of the site on which the proposed event is to be held.	map attached
33	X			Date of the proposed event.	memo attached
34	X			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.	memo attached
35	X			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.	map attached
36	X			Location and number of proposed temporary public toilets.	memo attached
37			X	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		X		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	X		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		X	An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	X		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	X		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	X		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	X		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Margaret Mayers PHONE (A/C No. Ext): (260) 467-5689 FAX (A/C No.): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com	
INSURED Road Runners Club of America/2017 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209		INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11991 66869	

COVERAGES **CERTIFICATE NUMBER:** 2017 \$2M A.I. **REVISION NUMBER:**

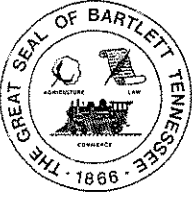
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		KRO0000006655400	12/31/2016 12:01 AM	12/31/2017 12:01 AM	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		KRO0000006655400	12/31/2016 12:01 AM	12/31/2017 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)		SFX000002788960	12/31/2016 12:01 AM	12/31/2017 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 08/13/17 and 08/27/17 MRTC Road Race Series 5 Milers INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Att'n: April Flanigan, PO Box 17981, Memphis, TN 38187 Effective 04/26/17 this voids and replaces any previously issued certificates

CERTIFICATE HOLDER 08/13/17 City of Bartlett 6400 Stage Road Bartlett, TN 38134	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 Terry Diller/MMA <i>Terry R. Diller, CPCU</i>
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City of Bartlett

A. Keith McDonald, Mayor
Shan Criswell, Parks Director

MEMORANDUM

TO: Inspector Cox
FROM: Shan Criswell *SC*
RE: Road Race Series 5 Mile Runs
DATE: June 12, 2017

The Memphis Runners Track Club has contacted me about their two annual five mile runs that are held in Bartlett every year. They need help with traffic control at three locations and would like to request the assistance of the Bartlett Police Department.

The dates for the two runs are Sunday, August 13, 2017, and Sunday, August 27, 2017, they begin at 7:00 a.m. The locations where traffic control is needed are:

1. Bartlett Blvd. just north of the pedestrian crosswalk for W. J. Freeman Park for the start.
2. Hawthorn at Elmore Park; and
3. Elmore at Bartlett Blvd. (The officer at the start line could actually move to this spot.)

MRTC RRS 5 MILE, WJ Freeman Park, Bartlett, TN
Measured by Rob Hunter & Lane Purser, 13 May 2008

USATF-Certified Course TN08030N
Expiration Date: 31 December 2018

START---Located on the east side of Bartlett Blvd approx. 125' north of the pedestrian crosswalk, the nail is 63'9" north of a sewer manhole in the grass behind the curb and 51'7" south of a sewer manhole in the sidewalk.

MILE 1---Located at the driveway to 6143 Ivanhoe, the nail is 30'10" southeast of a fire hydrant and 32' southwest of a sewer manhole in the grass on the east side of the street.

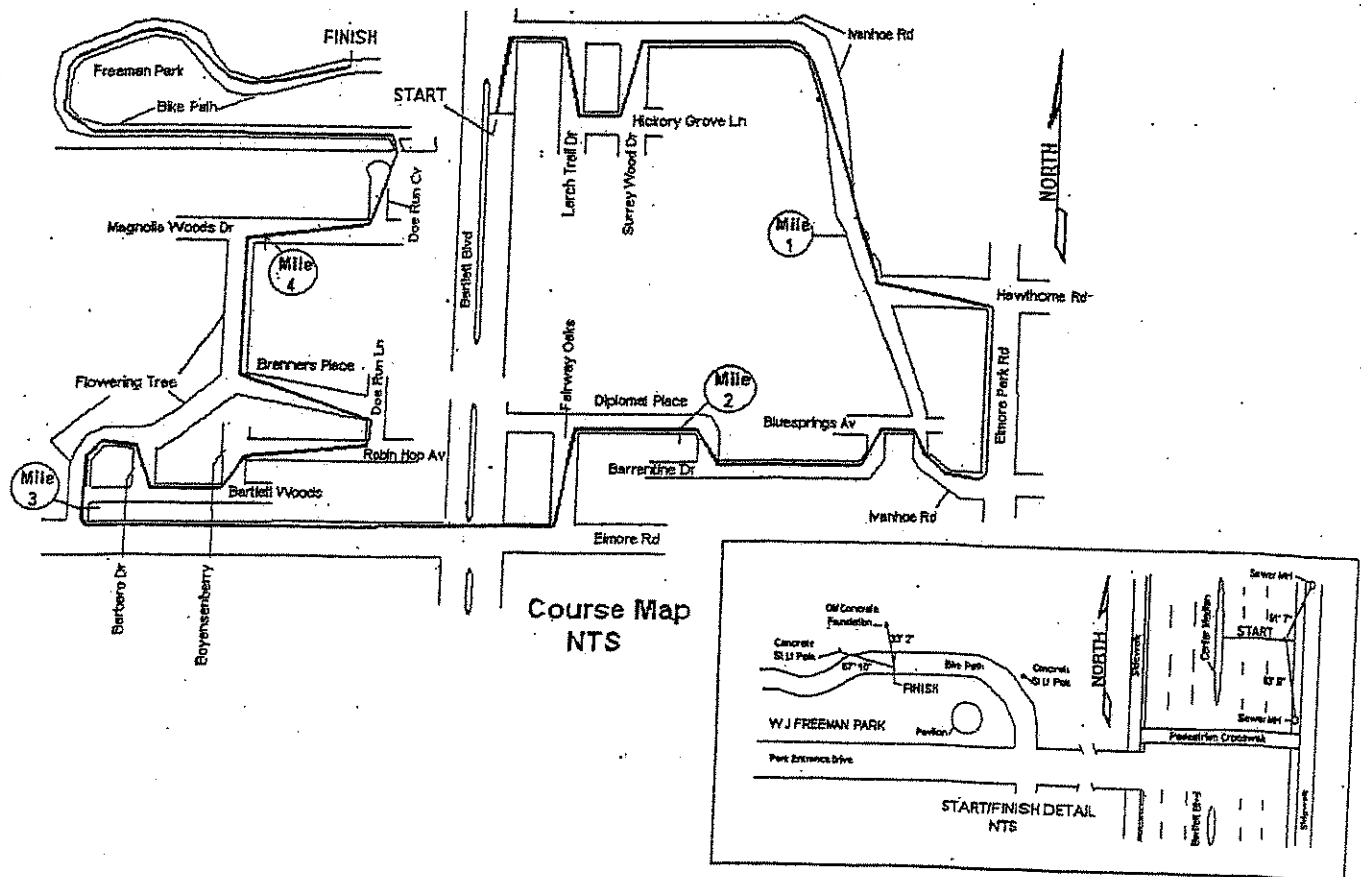
MILE 2---Located at the west edge of the driveway to 5981 Diplomat, the nail is 12'11" east of a water valve cover and 23'2" west of a sewer manhole (both in the street).

MILE 3---Located on the east side of Flowering Tree approx. 35' south of Bartlett Woods, the nail is 3'3" south of a water valve cover and 8'7" south of a storm drain inlet.

MILE 4---Located in front of 5673 Magnolia Woods approx. 60' east of Flowering Tree, the nail is 37'6" southwest of an electric transformer grate in the sidewalk and 31'8" southeast of the concrete water meter box to 5672 Magnolia Woods (both on the north side of the street).

FINISH---Located on the asphalt path approx. 200' west of the pavilion, the nail is 67'10" east of the 2nd concrete street light pole from the park entrance drive and 33'2" south of an old rectangular concrete foundation in the grass on the north side of the trail.

COURSE DESCRIPTION---The runners start with traffic in the 3 northbound lanes of Bartlett Blvd in front of the park. At Ivanhoe Rd the runners turn right (east) and run unrestricted (for the remainder of the race) to Larch Trail Dr where they turn right (south) to Hickory Grove Lane where they turn left (east) to Surrey Wood Dr where they turn left (north) back to Ivanhoe Rd where they turn right (east) and continue passing Mile 1 to Hawthorne Rd where they turn left (east) to Elmore Park Rd where they turn right (south). At Ivanhoe Rd they turn right (west & north) to Blue Springs Ave where they turn left (west) and make a quick left (south & west) to Barrentine Dr. The runners continue to Diplomat Place where they turn right (north & west) passing Mile 2 to Fairway Oaks where they turn left (south) and proceed to Elmore Rd where they turn right (west). At Flowering Tree the runners turn right (north & east) passing Mile 3 to Barbaro Dr where they turn right (south) to Bartlett Woods where they turn left (east) to Boysenberry where they turn left (north) to Robin Hop Ave where they turn right (east) to Doe Run where they turn left (north) to Brenners Place where they turn left (west) back to Flowering Tree where they turn right (north) to Magnolia Woods where they turn right (east) and pass Mile 4 to Doe Run Cove where they turn left (north) and take the shortest route to the pedestrian gate to the asphalt trail in the park. The runners turn left (west) and proceed on the trail in a clockwise direction around the park to the finish near the pavilion.



RH, LP & JB 5/13/2008



MEMPHIS RUNNERS TRACK CLUB
P.O. Box 17981
Memphis, TN 38187-0981

June 10, 2017

Respectfully submitted to:

Mayor A. Keith McDonald
 Bartlett Board of Alderman
 Bartlett Parks & Recreation

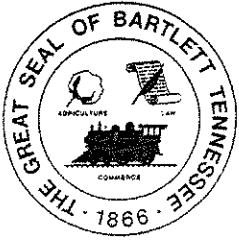
The Memphis Runners Track Club (MRTC) requests permission to conduct two 5-mile races on public streets inside the City of Bartlett with the finish and post race activities in WJ Freeman Park again this year. Race route maps are attached. These events are scheduled for 7 a.m. on two Sundays, August 13 and 27, 2017. MRTC activities at the park will occur from approximately 5:30 to 9 AM each day and will not prevent other park users from enjoying the park during this time. These races are part of a 10-race series that our club conducts each year from July thru November. This series is the largest of several activities MRTC conducts each year, all with an emphasis on health and fitness. MRTC has over 3600 members, many residing in Bartlett and we feel that the races give a favorable view of Bartlett parks and neighborhoods to those living elsewhere. Also, our people have a strong appreciation for the park and we take great pride in our clean-up activities. We always leave the park in 'as good or better' condition as when we arrived. We will provide port-a-lets for each weekend to supplement the existing restroom facilities. In our 2016 races here, we had approximately 1400 runners with an age range of 8 to 70. Depending on the weather on race day we would project 2017 participation of 1450 to 1550 runners with 70 or so additional spectators for each date.

Memphis Runners Track Club is a 501(c)3 organization since 1979 and we maintain liability insurance under the umbrella of the Road Runners Club of America. We conduct 16 running events similar to these for our members each year and we are a race timing contractor/technical adviser for over 60 other running events for various charities in the region. We also conduct special training sessions each year for women and kids (over 1000 women and 200 kids in 2016) and we underwrite scholarships at the University of Memphis and at Youth Villages. We also partner with St Jude Children's Research Hospital on the St. Jude Memphis Marathon Weekend each year in Dec. For more information about our club please visit www.memphisrunners.com.

Thank you for your consideration and we look forward to a favorable response again this year.

Robert E. (Rob) Hunter P.E.
 MRTC Co-Race Director
 BSCE (Retired)
 (901) 246-1565
robhunter33@comcast.net

Attachment: MEMPHIS RUNNERS TRACK CLUB-2629 BARTLETT BLVD-2017 (2132 : Memphis Runners Track Club Road Race)



City of Bartlett

PARKS & RECREATION

A. Keith McDonald, Mayor
Shan Criswell, CPRP, Parks Director

June 12, 2017

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

The Memphis Runners Track Club has requested to use W. J. Freeman Park on Sunday, August 13, 2017, and Sunday, August 27, 2017, for their Road Race Series 5 Mile runs. Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

Shan Criswell
Director Parks and Recreation
City of Bartlett

Attachment: MEMPHIS RUNNERS TRACK CLUB-2629 BARTLETT BLVD-2017 (2132 : Memphis Runners Track Club Road Race)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/27/17 07:00 PM

Department: Public Works

Category: Purchase

Prepared By: Judy Willis

Department Head: Bill Yearwood

Annual Contribution to the County's Household Hazardous Waste Collection Facility.

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

MOVER: Emily Elliott, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/27/17 07:00 PM

Department: Police

Category: Agreement

Prepared By: Penny Medlock

Department Head: Gary Rikard

Renewal of maintenance agreement for Watson Field Reporting.

Purchase an annual service agreement for Watson Field Reporting Suite for \$37,364.90 from Data Driven. Covers Maintenance and Upgrades from July 1, 2017 - June 30, 2018. This is a budgeted item in Account 123.48123.264.

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



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/27/17 07:00 PM

Department: Police

Category: Bid

Prepared By: Penny Medlock

Department Head: Gary Rikard

Bid for one 2017 Ford Explorer.

On September 15, 2016 an ad was placed in *The Daily News*. On September 29, 2016, the City of Bartlett received five bids, which were opened at City Hall. Two of the bids did not meet the required specifications, and are therefore not listed below.

Bids were received from the following companies:

AutoNation	\$27,024.72
Country Ford	\$29,798.00
Golden Circle Ford	\$30,104.00

We recommend the bid be awarded to AutoNation for a total price of \$27,024.72.

Funds are available in Account 311.48311.785.20317.

Thank you for your consideration.

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

MOVER: Emily Elliott, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/27/17 07:00 PM

Department: Parks and Recreation

Category: Bid

Prepared By: Debbie Christopher

Department Head: Shan Criswell

Bid for lawn treatment services for Parks and Recreation Department and Bartlett City Schools.

On May 25, an ad was placed in *The Daily News*. On June 8, the City of Bartlett received one bid, which was opened at City Hall.

One bid was received from the following company:

Herbi-Systems - Parks Maintenance	\$87,350.94
Herbi-Systems - Schools	\$56,490.50

We recommend the bid be awarded to Herbi-Systems for a total price of \$143,841.44.

Funds are available in Account 11044300.265 for \$87,350.94 and 11044400.265 for \$56,490.50.

Thank you for your consideration.

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

MOVER: Emily Elliott, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick

PARKS

LOCATION	TREATMENT	BID PRICE \$
Bartlett Country Park Dove Ridge Cove/High Plains Road	Herbicide Only	2,465.00
Bartlett Recreation Center 7700 Flaherty Place	Herbicide & Fertilization	988.00
Soccer Fields behind Rec. Center 7700 Flaherty Place	Herbicide & Fertilization	4,940.00
Appling Ball Complex 3610 Appling Rd	Herbicide & Fertilization	6,007.04
Bartlett Police Department 3730 Appling Road	Herbicide Only	623.50
Bartlett Performing Arts Center (includes lake area) 3663 Appling Road	Herbicide and *Fertilization (*selected areas only for fertilization)	2,100.80
Singleton Community Center 7266 Third Rd.	Herbicide Only	870.00
Deermont Park 6675 Deermont Road.	Herbicide & Fertilization	4,544.80
Ellendale Park 3800 Greenleaf	Herbicide Entire Park Fertilize Athletic Fields only	4,386.90
Quail Ridge Park (selected areas) Corner of Egypt and Fiske Rd.	Herbicide Only	4,466.00
Yale Road Park - Triangle/across road 6241 Yale Rd.	Herbicide and Fertilization	4,038.00
Bartlett Soccer Complex 3170 Bartlett Blvd.	Herbicide & Fertilization	4,841.20
Elva T. Bledsoe Park 2863 Bartlett Rd.	Herbicide Only	250.00
Dixon/Brewer Park 5745 Woodlawn	Herbicide Only	406.00
W.J. Freeman Park 2629 Bartlett Blvd.	Herbicide Only	13,142.80
Municipal Park 2975 Altruria	Herbicide & Fertilization	3,211.00
Shadowlawn Park 4684 E. Shadowlawn	Herbicide entire Park Fertilize Athletic fields Only	4,618.90
Blue Lagoon Park Blue Lagoon Drive & Germantown Rd.	Herbicide Only	4,640.00

**FY2017-05-060 LAWN TREATMENT SERVICES
DUE: THURSDAY, JUNE 08, 2017 AT 2:00 PM**

7.5.a

LOCATION	TREATMENT	BID PRICE \$
Davies Plantation Park Davies Plantation Rd. & St. Phillip Rd	Herbicide Only	3,422.00
Fletcher Creek Trail-North Pking area, South. Pking area-first bridge Hwy. 64 and Santa Valley	Herbicide Only	1,740.00
Sleepy Hollow Park North Hampton and Sleepy Hollow	Herbicide Only	1,131.00
Sugartree Park 5468 Pine Oak Lane	Herbicide Only	250.00
Rockyford Park 6885 Ranner Creek Drive	Herbicide Only	986.00
Freeman Smith Park 4620 N. Brunswick Road	Herbicide Only	1,305.00
Stoneridge Park 3525 Altruria Road	Herbicide Only	1,624.00
Elmore Civic Park 2505 Elmore Park Road	Herbicide Only	435.00
Easthill Park 6950 Dawnhill Road	Herbicide Only	2,204.00
Bartlett Grove Park 7155 Santa Cruz	Herbicide Only	1,218.00
A. E. Beaty Park 7859 Memphis-Arlington Road	Herbicide Only	1,305.00
Arthur Byrd Park 3400 Summerdale Estates	Herbicide Only	1,015.00
Noah Lane East of Summer and Yale	Herbicide Only	1,972.00
Burloe Bike Trail/Greenway 3400 Summerdale Estates	Herbicide Only	2,204.00
	PARKS ONLY TOTAL BID AMOUNT	87,350.94

Attachment: FY2017-05-060 LAWN TREATMENT SERVICES FOR PARKS AND SCHOOLS bid response sheet (2130 : Lawn Treatment Services

**FY2017-05-060 LAWN TREATMENT SERVICES
DUE: THURSDAY, JUNE 08, 2017 AT 2:00 PM**

7.5.a

LOCATION	TREATMENT	BID PRICE \$
Altruria Elementary 6641 Deermont Dr. 38134	Herbicide & Fertilization	2,703.75
Appling Middle School 3700 Appling Rd. 38133	Herbicide & Fertilization	7,365.75
Bartlett Elementary School 3932 Billy Maher Rd. 38135	Herbicide & Fertilization	5,512.50
Bartlett High School 5688 Woodlawn St. 38134	Herbicide & Fertilization	4,625.25
Bartlett 9th Grade Academy 4734 Shadowlawn Rd. 38002	Herbicide & Fertilization	6,793.50
Bon Lin Elementary School 3940 N. Germantown Rd. 38133	Herbicide & Fertilization	4,546.50
Bon Lin Middle School 3862 N. Germantown Rd. 38133	Herbicide & Fertilization	4,546.50
Ellendale Elementary School 6950 Dawnhill Rd.	Herbicide & Fertilization	5,481.00
Elmore Park Middle School 6330 Althorne Rd. 38134	Herbicide & Fertilization	2,829.75
Oak Elementary School Water Basin included 3573 Oak Rd. 38135	Herbicide & Fertilization	6,379.25
Rivercrest Elementary Water Tower Included 4825 Rivercrest Lane 38135	Herbicide & Fertilization	5,706.75
	SCHOOLS ONLY TOTAL BID AMOUNT	56,490.50
GRAND TOTAL	PARKS AND SCHOOLS TOTAL BID AMOUNT	143,841.44

Attachment: FY2017-05-060 LAWN TREATMENT SERVICES FOR PARKS AND SCHOOLS bid response sheet (2130 : Lawn Treatment Services



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/27/17 07:00 PM
Department: Parks and Recreation
Category: Bid
Prepared By: Debbie Christopher
Department Head: Shan Criswell

Bid for renovation of Deermont Park restrooms.

On April 19, an ad was placed in *The Daily News*. On May 18, the City of Bartlett received six bids, which were opened at City Hall.

Bids were received from the following companies:

Terry Bell Construction LLC	\$269,777.00
Albro Construction Services, LLC	\$273,000.00
Barnes & Brower, Inc.	\$306,158.00
Wagner General Construction	\$293,400.00
Design Specialities	\$323,307.00
Nickson General	Not opened - no subcontractors listed on outside of envelope

We recommend the bid be awarded to Terry Bell Construction, LLC. for a total price of \$269,777.00, plus a contingency amount of \$15,000.00. Project construction management from RossWitt, PLLC will cost \$6,250. Total cost would be \$291,027.00.

Funds will be available in Account 311.48311.780.51617.

Thank you for your consideration.

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

CITY OF BARTLETT

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

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



April 19, 2017

REQUEST FOR SEALED BIDS

SB # FY2017-04-049

DUE: Thursday, May 18, 2017, no later than 2:00 p.m. (CST)

DEERMONT PARK RESTROOM RENOVATIONS PARKS AND RECREATION

The City of Bartlett is seeking bids to complete Restroom Renovations at Deermont Park in accordance to the following bid specifications.

DEERMONT PARK RESTROOM RENOVATIONS
 Sealed Bid #: FY2017-04-049
 Due Date: May 18, 2017

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DEERMONT PARK RESTROOM RENOVATIONS
 Sealed Bid #: FY2017-04-049
 Due Date: May 18, 2017

NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **May 18, 2017**. All bid packets with an original, clearly identified, and two copies, must be labeled “**FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS**” and addressed to:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer and will not discriminate against any individual for any reason. If further information is desired, please contact Debbie Cairncross, Purchasing Agent at 901-385-6416 or by email at dcairncross@cityofbartlett.org. A \$100.00 non-refundable deposit is required for a set of plans and specifications which are available at the Bartlett Engineering Office located at 6382 Stage Road.. Make checks payable to the City of Bartlett. Information concerning the drawings and specifications, please contact Ben Witt, RossWitt Architecture, PLLC at ben@rosswitt.com. To coordinate a visit to the site contact Shan Criswell, Director of Parks and Recreation at 901-385-5590.

Please quote prices on attached sheet BPS-1

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

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

 NAME OF FIRM

 E-MAIL ADDRESS

 ADDRESS

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 TELEPHONE

 PRINT NAME

DEERMONT PARK RESTROOM RENOVATIONS
 Sealed Bid #: FY2017-04-049
 Due Date: May 18, 2017

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of Exterior and ADA Renovations – with a Base Bid to Renovate and an Alternate Bid to Demolish and Build New Restrooms at Deermont Park Restroom Renovations located at 6675 Deermont Drive, Bartlett TN.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

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

3. ALTERNATE BIDS

The alternate bid is clearly illustrated by a separate set of drawings that is to include demolition of the existing restrooms and building back new restrooms.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

Due Date: May 18, 2017

- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:

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

Firm: Name
Address, including City, State and Zip Code

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

License: Name of Project – **FY2017-04-049 Deermont Park Restroom Renovations**
Date of Bid Opening – **May 18, 2017**
Name of Contractor/Company
Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
Licenses Expiration Date
Acknowledgement of Each Applicable Addendum

(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

6. COLLUSIVE AGREEMENTS

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to 2:00 P.M. May 18, 2017 will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

Due Date: May 18, 2017

- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

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

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity and fairness. The City of Bartlett will not discriminate against any individual for any reason and will provide services to all citizens in a nondiscriminatory fashion. It is the intent of the city to fully comply with the provision of Title VI and Title VII of the Civil Rights Act of 1964. The city is committed to a moral, ethical, and legal responsibility to ensure equitable employment practices and the delivery of city services regardless of an individual's race, color, religion, national origin, age, disability, gender or political affiliation. The City of Bartlett agrees to comply with Title VI regulations.

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

Due Date: May 18, 2017

GENERAL CONDITIONS:**A. INSURANCE**

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

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

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

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

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

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

B. SAFETY, PROTECTION, AND EMERGENCIES

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

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

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

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

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

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

C. **CONSTRUCTION MATERIALS**

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. Copies of these specifications are available at Bartlett Engineering Department, 6382 Stage Road, Bartlett, Tennessee 38134.

D. **TIME OF COMPLETION**

D.1 Submittals for the new construction shall be received within forty (40) days after Notice to Proceed is issued and all work is to be completed with one hundred forty (140) calendar days after Notice to Proceed.

E. **PERFORMANCE BOND**

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

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

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

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

G. INSPECTION AND TESTING OF MATERIALS

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

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

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

Due Date: May 18, 2017

H.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of \$200.00 per day, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

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

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

H.5 Furthermore:

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

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

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

Due Date: May 18, 2017

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

J. PAYMENTS TO CONTRACTOR

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

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

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

J.4 City's Right to Withhold Certain Amounts and Make Application Thereof; The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, aterialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

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

L. SUBCONTRACTING

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

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

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

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

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

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

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

DEERMONT PARK RESTROOM RENOVATIONS

Sealed Bid #: FY2017-04-049

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

N. UTILITIES

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

O. DRUG PROGRAM

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

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

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

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

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

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

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

P. FIELD PLANS AND SPECIFICATIONS

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

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PUBLIC ACTS 109

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

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

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

Definitions:

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

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

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

Signatures on next page

DEERMONT PARK RESTROOM RENOVATIONS

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Company/Firm _____

Print Name _____

Signed _____

Title _____

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

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20_____.

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

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

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

(Signed) _____

(Title) _____

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

(Title)

My commission expires 20 .

DEERMONT PARK RESTROOM RENOVATIONS
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CONTRACT MONITORING

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

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

Company Name: _____ Date: _____

Gender: Male ____ Female ____

Race: Caucasian ____

African American ____

Hispanic ____

Other (please specify) _____.

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

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CONTRACT MONITORING – PART 2

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

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

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

DEERMONT PARK RESTROOM RENOVATIONS

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

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

6. Provide documentation to show that contracts contain non-discrimination assurance language.

7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

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

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

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

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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

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

DEERMONT PARK RESTROOM RENOVATIONS
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AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

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

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

Print Name_____

Signed _____

Title _____

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

Signed _____ Print Name_____

Title _____

My commission expires: _____, 20_____.

DEERMONT PARK RESTROOM RENOVATIONS
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SPECIAL CONDITIONS

- All work done must be in accordance with these contract conditions, the plans, and the specifications dated April 19, 2017 and as prepared by Ross Witt Architecture, pllc – Bartlett, Tennessee.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Bartlett Code Enforcement **PRIOR TO CONSTRUCTION START DATE.**
- Work shall be coordinated with Shan Criswell, Director, Parks and Recreation, phone 901-385-5590.

DEERMONT PARK RESTROOM RENOVATIONS

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BID SUBMITTAL FORM

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

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
3. Suspension and Debarment Certification Form – DCF-1 to DCF-3
4. Non-Collusion Affidavit of Principal Bidder—NCA-1
5. Contract Monitoring –CM-1
6. Title VI Plan – Title Vi-1 to Title VI-2
7. Drug and Alcohol Affidavit—DAA-1
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Past Project References of Similar Work

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

BSF-1

DEERMONT PARK RESTROOM RENOVATIONS

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BID PRICING SHEET

Item No.	Description	Unit	Quantity	Total Price
1	Base Bid (Renovation and Addition)	LS	1	
2	Alternate Bid (Demolish and Build New Restrooms)	LS	1	

1 Base Bid for the Deermont Park Restroom Renovations in Words:

2 Alternate Bid for the Deermont Park Restroom in Words:

Contractor

Phone

Authorized Representative

Date

Print Name

E-mail Address

BPS – 1

Attachment: FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS bid book (2137 : Deermont Restroom Renovation)

DEERMONT PARK RESTROOM RENOVATIONS
 Sealed Bid #: FY2017-04-049
 Due Date: May 18, 2017

BID BOND

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

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

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

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

Signed, this _____ day of _____, 20_____.

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

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

DEERMONT PARK RESTROOM RENOVATIONS

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

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

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name: _____

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

DEERMONT PARK RESTROOM RENOVATIONS
 Sealed Bid #: FY2017-04-049
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BB-2

NOTICE OF AWARD

To:

PROJECT Description: **FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2017 and Information for Bidders.

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

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

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

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

Dated this ____ day of _____, 2017.

CITY OF BARTLETT

Name: _____

Print Name: A. Keith McDonald

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

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

by _____ this

the _____ day of _____, 20____.

Name: _____

Print Name: _____

Title: _____

Attachment: FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS bid book (2137 : Deermont Restroom Renovation)

DEERMONT PARK RESTROOM RENOVATIONS
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NA-1

PERFORMANCE PAYMENT BOND

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

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

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

unto _____ of _____,
 (Owner) (City)

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

_____ Dollars (\$ _____) in
 lawful money of the United States, for the payment of which sum well and truly to be made, we
 bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
 these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
 into a certain contract with the City, dated the _____ day of _____, 20____ a copy of
 which is hereto attached and made a part hereof for the construction of:

DEERMONT PARK RESTROOM RENOVATIONS

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
 that no change, extension of time, alteration or addition to the terms of the contract or to the work to
 be performed thereunder or the specifications accompanying the same shall in any wise affect its

DEERMONT PARK RESTROOM RENOVATIONS

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obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PPB-1

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the day of _____, 20____.

ATTEST:

Print Name_____
Principal

By: _____(s)

(Principal) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Principal_____
Address - Zip Code

ATTEST:

SuretyBy: _____
Attorney-in-Fact_____
(Surety) Secretary

(SEAL)

Address - Zip Code_____
Witness as to Surety_____
Address - Zip Code

Attachment: FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS bid book (2137 : Deermont Restroom Renovation)

DEERMONT PARK RESTROOM RENOVATIONS

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PPB-2

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

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

DEERMONT PARK RESTROOM RENOVATIONS
 Sealed Bid #: FY2017-04-049
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PPB-3

NOTICE TO PROCEED

TO:

PROJECT: **FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2017, on or before _____, 2017 and you are to complete the WORK within 90 (ninety) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2017.

CITY OF BARTLETT

By: _____

Print Name: A. Keith McDonald.

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 20____.

By: _____

Print Name: _____

Title: _____

NP-1

DEERMONT PARK RESTROOM RENOVATIONS
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CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2017 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of **FY2017-04-049 DEERMONT PARK RESTROOM RENOVATIONS**.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within ninety (90) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) Change Order

DEERMONT PARK RESTROOM RENOVATIONS

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CA-1

(M) DRAWINGS/SPECIFICATIONS prepared or issued by ROSS WITT PLLC and
Dated April 12, 2017.

(N) ADDENDA:

NO. _____, Dated _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated. _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

NO. _____, Dated _____, 2017

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

CA-2

DEERMONT PARK RESTROOM RENOVATIONS

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Due Date: May 18, 2017

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

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonaldTITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)

ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

SB # FY2017-04-049

DUE: Thursday, May 18, 2017, no later
than 2:00 p.m. (CST)

DEERMONT PARK RESTROOM RENOVATIONS PARKS AND RECREATION



May 16, 2017

ADDENDUM No. 1

This Addendum modifies the Construction Documents (Drawings and Bid Manual - both dated April 19, 2017) and forms a part of the Contract Documents. Bidders shall acknowledge receipt and acceptance of this addendum on the Bid Form and failure to do so may result in disqualification.

This Addendum consists of 2 (two) pages and 4 (four) attachments.

I. General Clarifications

1. General

CLARIFY:

City of Bartlett will provide Asbestos and Lead Paint clearance.

City of Bartlett will provide temporary Public Toilets.

City of Bartlett will be responsible for all existing netting and supports including removal and re-installation.

II. Architectural Clarifications

2. All Architectural Drawings

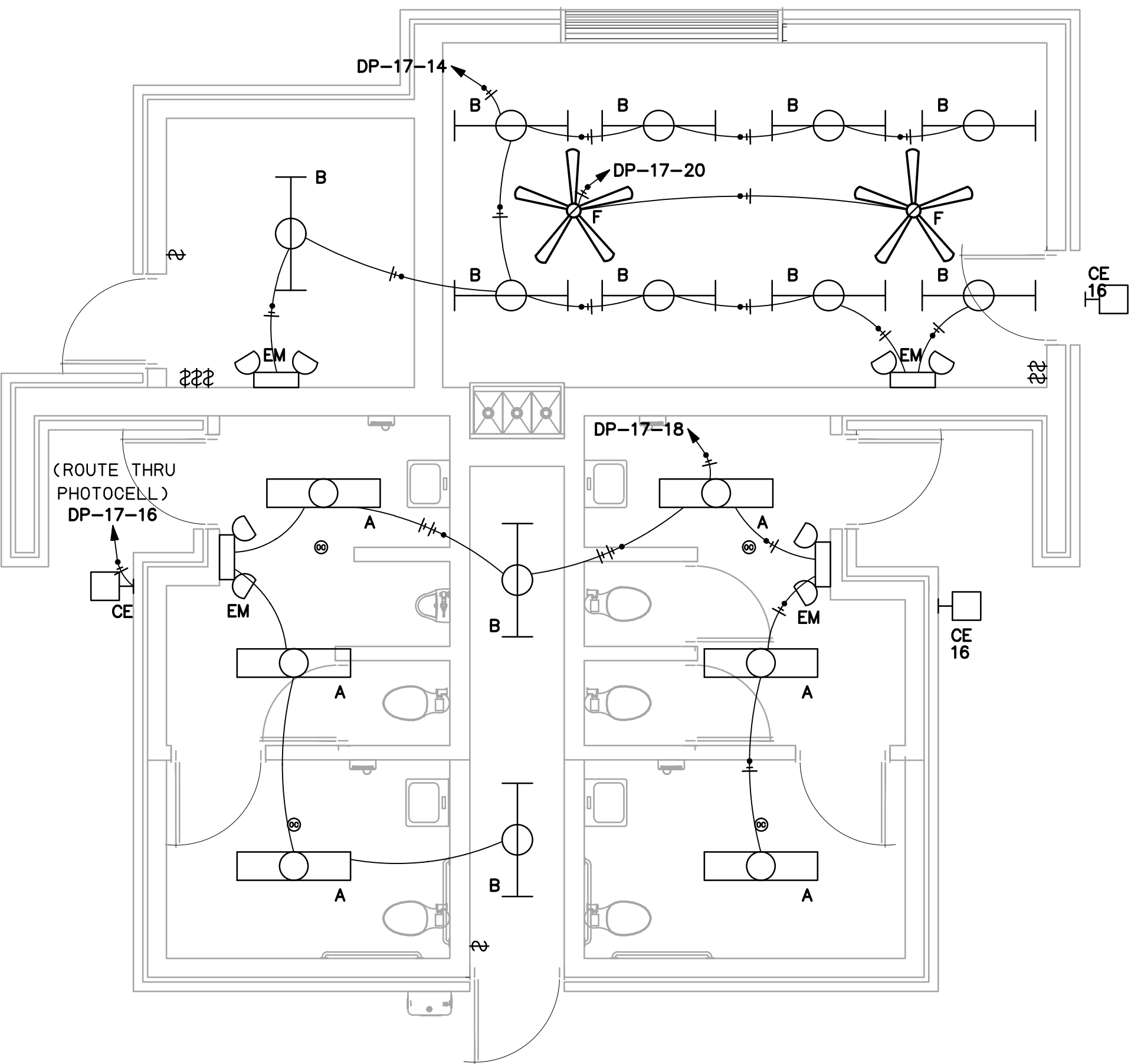
CLARIFY:

- 1 Clerestory Windows – louvers are a separate item from the windows, clerestory glazing shall be 3/8" opaque and impact-resistant. Vandal-resistant screens are not required.
- 2 Sliding Windows – shall be heavy use commercial, aluminum frame with 3/8" clear impact-resistant glazing.
- 3 Mirrors and grabbars are the only toilet accessories required. Mirrors shall be vandal-resistant. Toilet partition doors are hollow metal as scheduled on the drawings.
- 4 Brick veneer is new for both Base Bid and Alternate.
- 5 Staining of concrete shall be light tan colored heavy duty stain on prepared concrete surface 90% free of blemishes.
- 6 Gutters and Downspouts are NOT required.
- 7 A building plaque is not required.
- 8 Beadboard shall be 11/32" x 4'x8' exterior rated sheets installed over 1/2" plywood. Prime and paint two coats.
- 9 Remove notes on A4.0 regarding removing, sandblasting, and reusing existing windows. All windows are new.

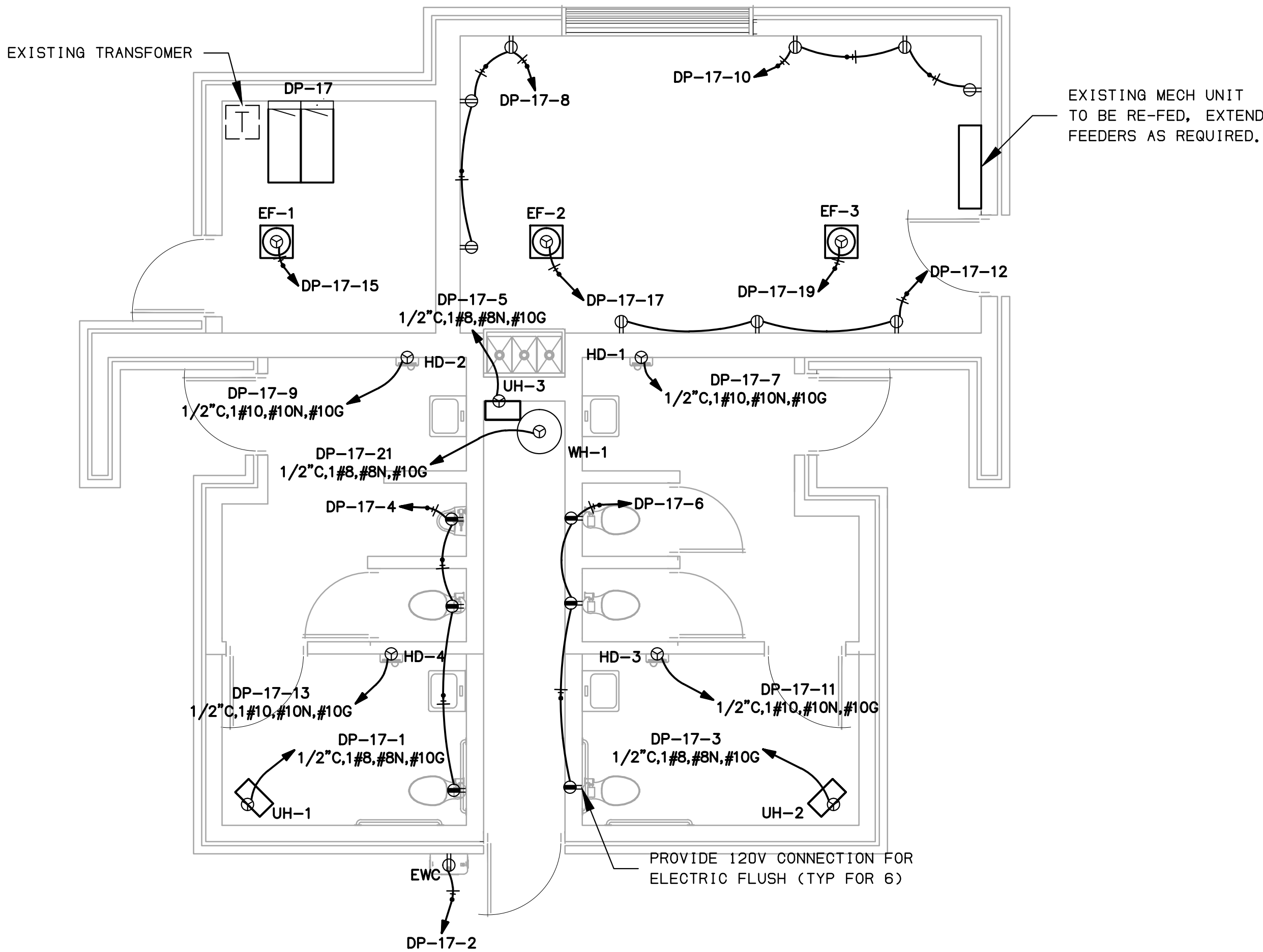
III. Engineering Clarifications

3. **CLARIFY:** P0.1 – L-1 fixture listed as vitreous china shall be stainless steel.
4. **CLARIFY:** Sheets E2.1, ED2.1, E0.3a, and E2.1a as per the attached sheets with Revisions.

End of Addendum No. 1



1 Floor Plan - Lighting
1/4" = 1'-0"



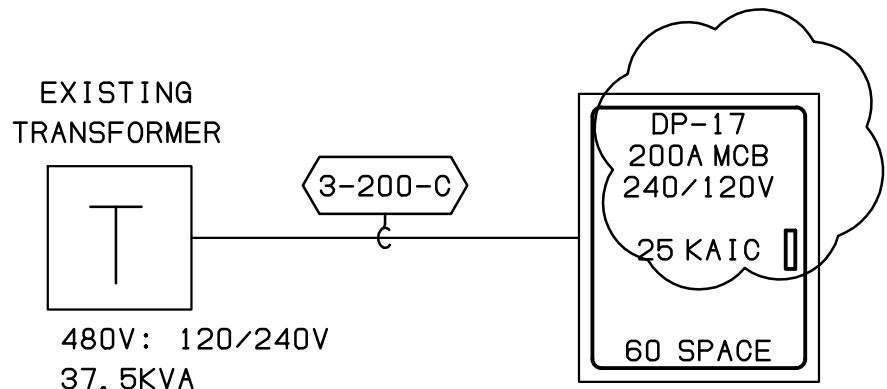
2 Floor Plan - Power
1/4" = 1'-0"

ELECTRICAL NOTES

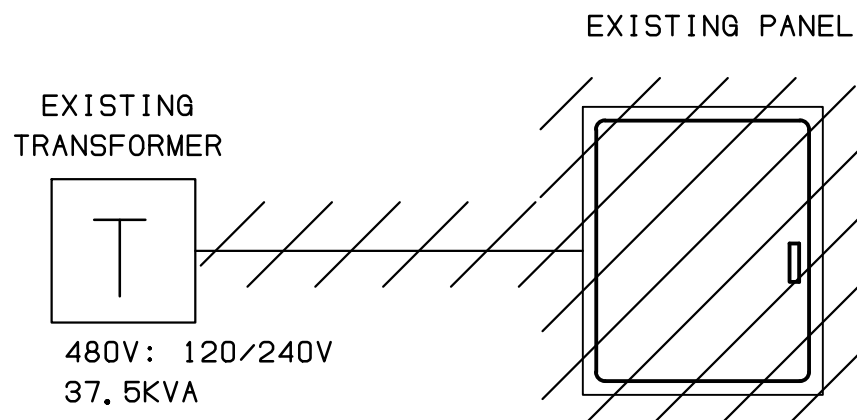
1. ALL HOMERUNS, WHERE WIRE SIZE IS NOT SPECIFIED, ARE #12 AWG.
2. ALL LIGHTING FIXTURES SHALL BE SERVED BY NEW CIRCUITRY.
3. CONTRACTOR TO VERIFY HAND DRYER REQUIREMENTS

FEEDER SCHEDULE (NOTE: ALL CONDUCTORS THHN / THWN U.O.N.)							
TAG #	NOMINAL AMPACITY	MINIMUM CONDUIT SIZE (IN)	NO. OF PARALLEL RUNS	MINIMUM CABLE SIZE (AWG)	MATERIAL (INCLUDES ALL CONDUCTORS)	NO. OF CONDUCTORS	EQUIP. GROUND. COND. (AWG)
3-PHASE, 4-WIRE SYSTEMS							
3-PHASE, 3-WIRE SYSTEMS							
3-200-C	200A	2"	1	#3/0	CU	3	#6

3 Feeder Schedule
NA



4 New One-Line Diagram
NA



5 Existing One-Line Diagram
NA



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

commission number 17-118

dated: April 19, 2017

revised: May 12, 2017

created by: rth

reviewed by: jd

project title

City of Bartlett

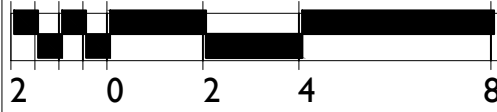
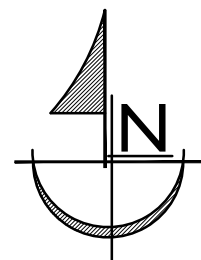
ADA
Restroom
and
Exterior
Renovation

Deermont Park

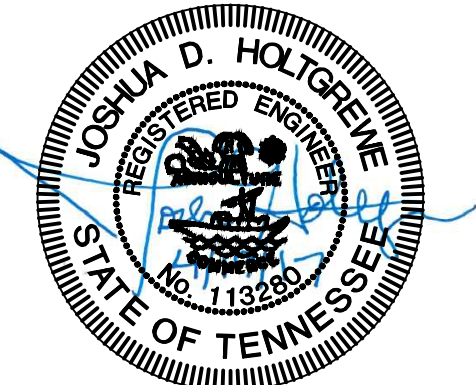
6641 Deermont Dr.

Bartlett, TN 38134

project scales



1/4" = 1'-0"



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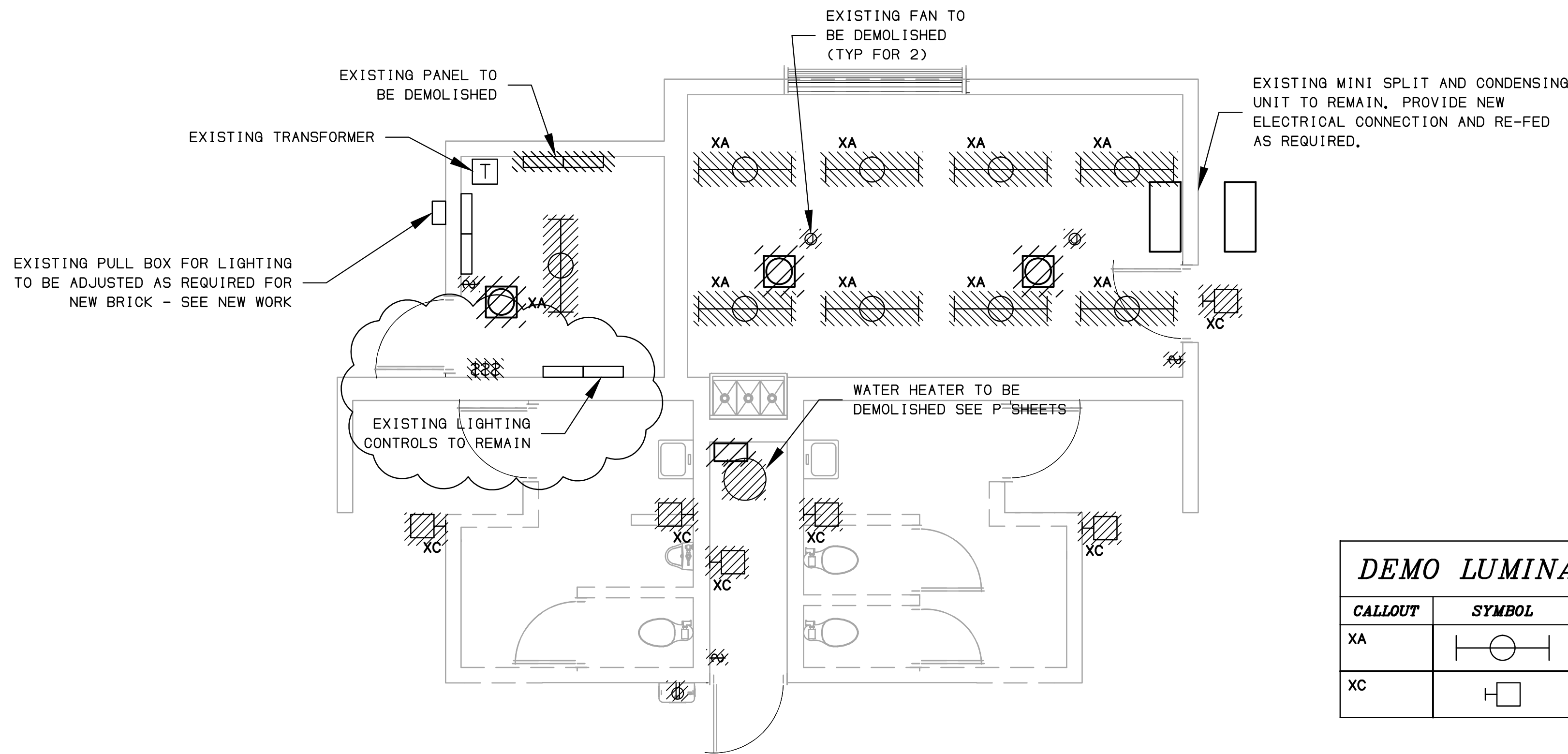
sheet title

Floor Plan -
Electrical

sheet number

E2.1

(2017.011)



1 Demolition Plan - Electrical
1/4" = 1'-0"

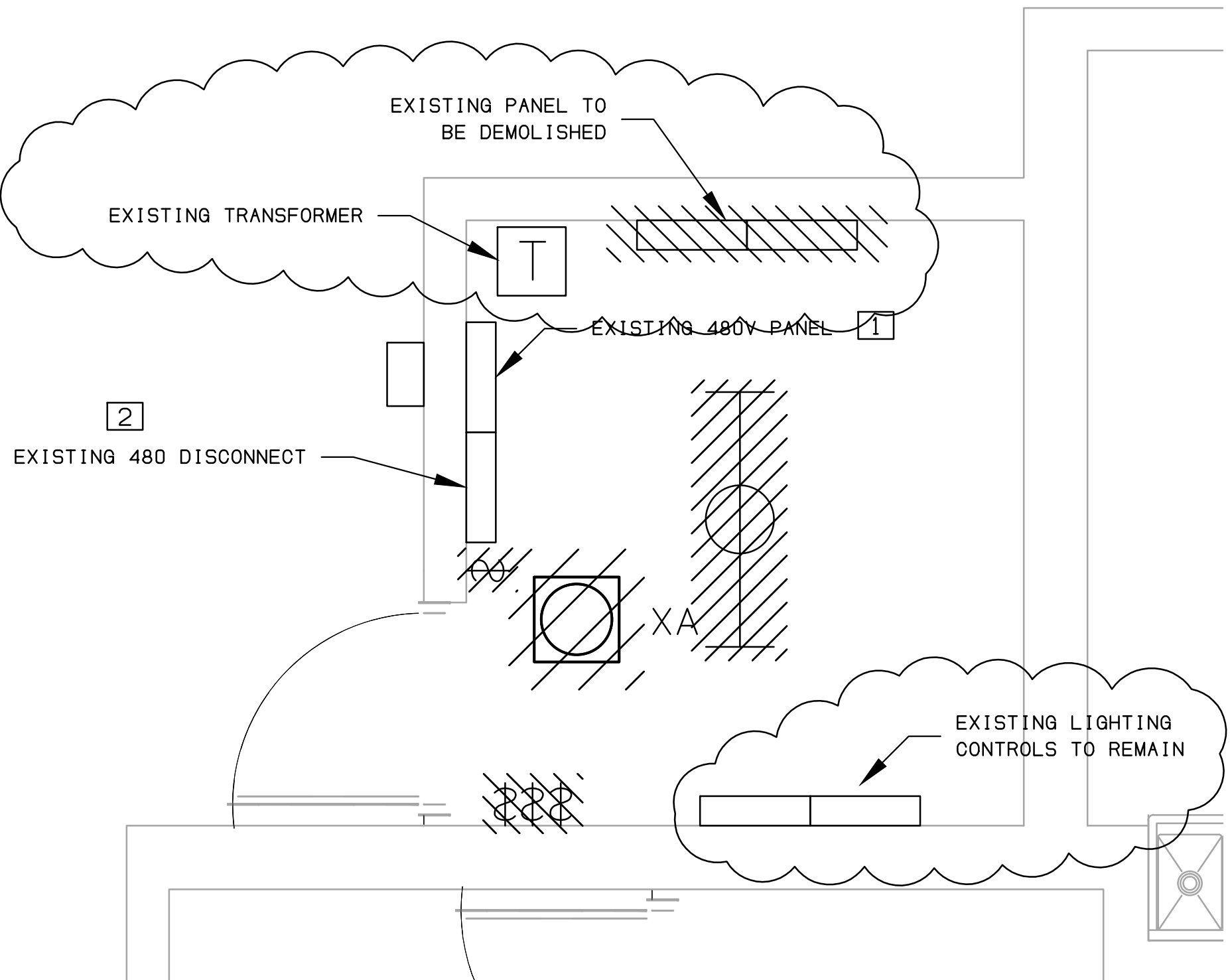
DEMO LUMINAIRE SCHEDULE			
CALLOUT	SYMBOL	DESCRIPTION	NOTE 1
XA		EXISTING STRIPLIGHT	EXISTING FIXTURE TO BE REMOVED
XC		EXISTING WALL PACK	EXISTING FIXTURE TO BE REMOVED

KEYED NOTES

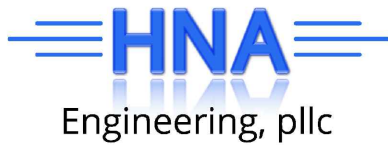
1. PANEL SHALL REMAIN AS PART OF BASE BID. PANEL SHALL BE DEMOLISHED AS PART OF ALTERNATE.
2. DISCONNECT SHALL REMAIN AS PART OF BASE BID. PANEL SHALL BE DEMOLISHED AS PART OF ALTERNATE.

DEMOLITION NOTES

1. ALL HATCHED DEVICES ARE TO BE DEMOLISHED. CONTRACTOR SHALL REMOVE FEEDERS BACK TO PANEL.
2. CONTRACTOR SHALL MAINTAIN ALL CIRCUIT CONTINUITY IN CONTRACT AREA.
3. CONTRACTOR SHALL PROVIDE BLANK COVER PLATES FOR ALL UNUSED BOXES.
4. CONTRACTOR SHALL DEMOLISH ALL ELECTRICAL IN DEMOLISHED WALLS BACK TO NEAREST PANEL.
5. WHEN EXTENDING OR RELOCATING EXISTING CIRCUITRY, CONTRACTOR SHALL PROVIDE ADDITIONAL CONDUIT, WIRE, AND BOXES AS REQUIRED.
6. CONTRACTOR SHALL PROVIDE FEEDER EXTENSIONS AS REQUIRED.
7. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND BID/PRICE ACCORDINGLY.
8. CONTRACTOR SHALL DEMOLISH ALL ELECTRICAL CONNECTIONS TO MECHANICAL AND PLUMBING EQUIPMENT TO BE DEMOLISHED/RELOCATED. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS OF MECHANICAL AND PLUMBING EQUIPMENT WITH MECHANICAL AND PLUMBING CONTRACTORS PRIOR TO ROUGH-IN.
9. REPLACE ALL EXISTING SWITCHING WITH NEW. SEE SHEET E2.1.
10. ALL EXISTING LIGHTING IS TO BE DEMOLISHED AND REPLACED WITH NEW. SEE SHEET E2.1.
11. ALL EXISTING SURFACE MOUNTED RECEPTACLES AND ASSOCIATED FEDDERS SHALL BE DEMOLISHED. ALL EXISTING RECEPTACLES RECESSED IN WALLS SHALL BE DEMOLISHED AND PROVIDED WITH BLANK COVERS, UOI.



2 Enlarged Elctrical Room - Demolition Plan - Electrical
1/2" = 1'-0"



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commission number 17-118

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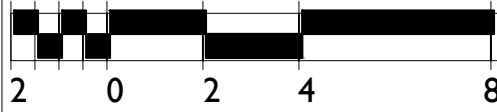
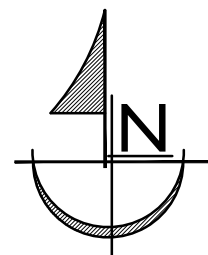
project title

City of Bartlett

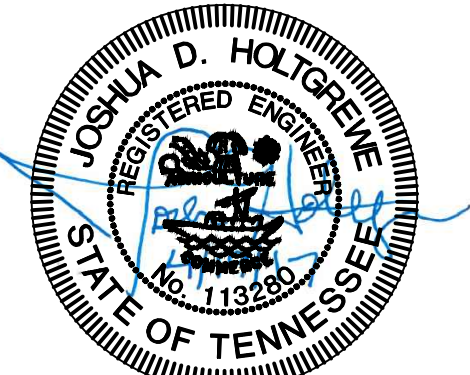
**ADA
Restroom
and
Exterior
Renovation**

Deermont Park
6641 Deermont Dr.
Bartlett, TN 38134

project scales



1/4" = 1'-0"



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sheet title

Demolition Plan -
Electrical

sheet number

ED2.1

(2017.011)

ELECTRICAL ONE-LINE NOTES

1. IN ACCORDANCE WITH NEC ARTICLE 110.16, ELECTRICAL EQUIPMENT LIKELY TO REQUIRE EXAMINATION WHILE ENERGIZED SHALL BE FIELD MARKED TO WARN PERSONNEL OF POTENTIAL ARC FLASH HAZARDS. THIS SHALL BE FURNISHED FROM THE FACTORY.
2. ALL WORKING SPACE REQUIREMENTS AROUND ELECTRICAL EQUIPMENT IN ACCORDANCE WITH NEC ARTICLE 110.26 SHALL BE STRICTLY ADHERED TO BY ALL TRADES.
3. IN ACCORDANCE WITH NEC ARTICLE 230.8, RACEWAYS ENTERING A BUILDING FROM AN UNDERGROUND DISTRIBUTION SYSTEM SHALL BE SEALED IN ACCORDANCE WITH 300.5.G.
4. ALL PANELBOARDS SHALL HAVE COPPER BUSSING.
5. ALL PANELBOARDS SHALL BE RATED FOR USE IN A SEISMIC DESIGN CATEGORY "ABCD." CONTRACTOR TO VERIFY DESIGN CATEGORY WITH STRUCTURAL ENGINEER.
6. CONTRACTOR SHALL PROVIDE SPARE BREAKERS AS INDICATED ON PANEL SCHEDULES.
7. REFER TO MAIN GROUNDING BUS DETAIL FOR MAIN GROUNDING DIAGRAM.
8. GROUNDING SHALL BE PER NEC 250.
9. ALL PANELBOARDS ARE TO EASY-TRIM TYPE.

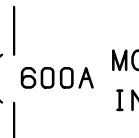
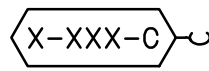
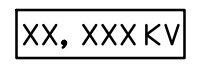
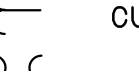
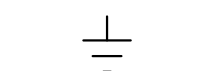
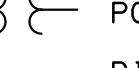
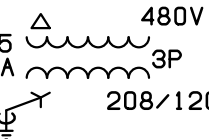
SERVICE ENTRANCE NOTES

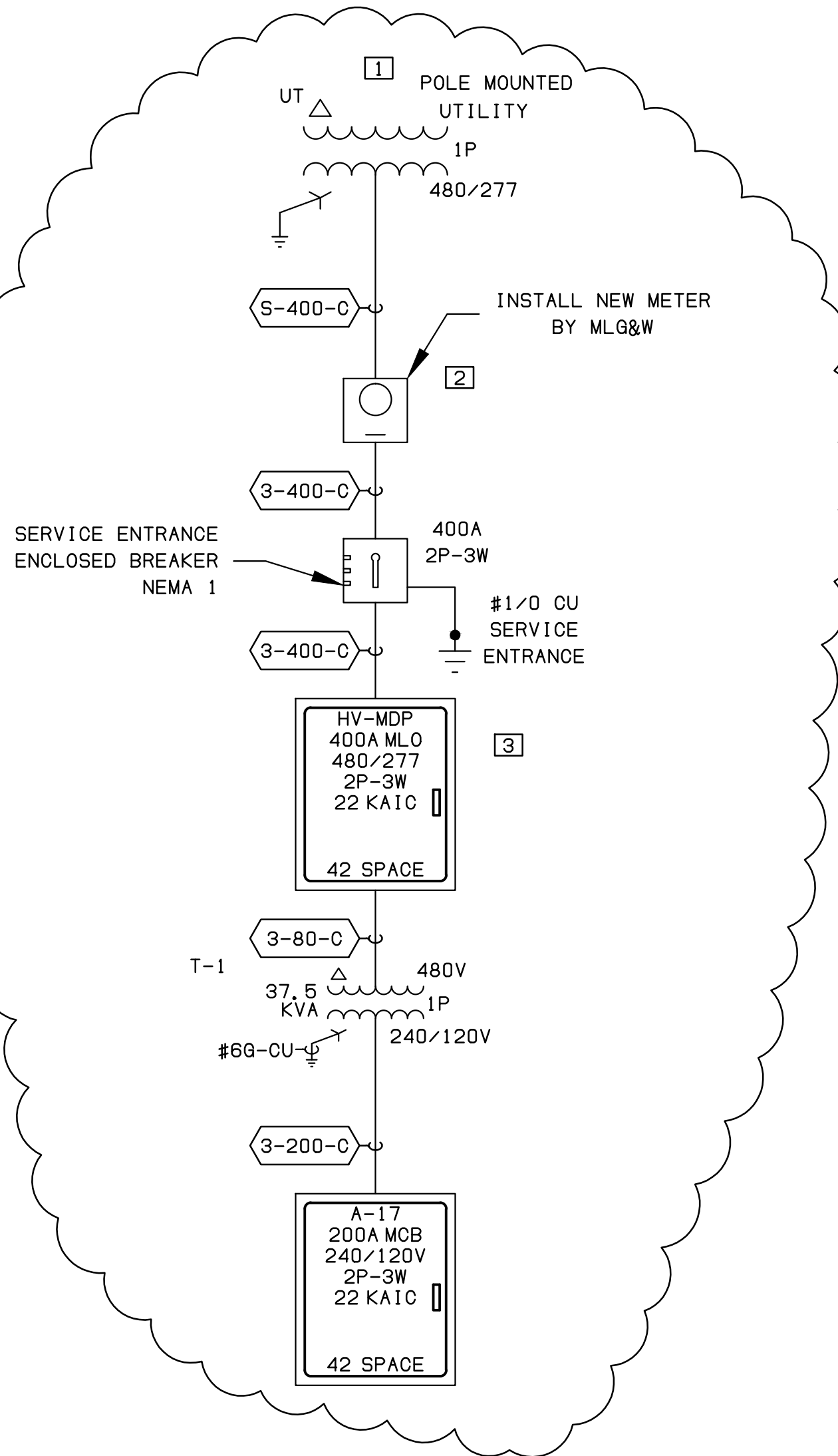
1. UNDERGROUND SERVICE LATERAL CONDUCTORS MUST BE PROTECTED FROM DAMAGE IN ACCORDANCE WITH ARTICLE 300.5. UNDERGROUND SERVICE CONDUCTORS THAT ARE NOT ENCASED IN CONCRETE AND THAT ARE BURIED 18" OR MORE BELOW GRADE SHALL HAVE THEIR LOCATION IDENTIFIED BY A WARNING RIBBON PLACED 12" ABOVE THE UNDERGROUND INSTALLATION.
2. UNLESS LOCAL CODE DICTATES OTHERWISE, PVC SERVICE ENTRANCE LATERAL RACEWAY MUST BE BURIED AT LEAST 18" TO THE TOP OF THE RACEWAY UNLESS BELOW A COVERING OF AT LEAST 2" OF CONCRETE. RACEWAY COVERED UNDER 2" OF CONCRETE MUST BE BURIED AT LEAST 12" TO THE TOP OF THE RACEWAY.
3. BACKFILL THAT CONTAINS LARGE ROCKS, PAVING MATERIALS, CORROSIVE MATERIAL OR ANYTHING ELSE THAT MAY CAUSE DAMAGE TO RACEWAYS OR CABLES SHALL NOT BE PLACED IN EXCAVATION.
4. CONDUITS OR RACEWAYS THROUGH WHICH MOISTURE MAY CONTACT LIVE PARTS SHALL BE SEALED OR PLUGGED AT ONE OR BOTH ENDS. SPARE OR UNUSED RACEWAYS SHALL ALSO BE SEALED. SEALANTS SHALL BE IDENTIFIED FOR USE WITH THE CABLE, INSULATION, SHIELD OR OTHER COMPONENTS.
5. PARALLEL SERVICE CONDUCTORS MUST BE THE SAME LENGTH, HAVE THE SAME CONDUCTOR MATERIAL, BE THE SAME SIZE, HAVE THE SAME INSULATION TYPE, AND BE TERMINATED IN THE SAME MANNER. IN ADDITION, THE RACEWAYS OR CABLES MUST HAVE THE SAME PHYSICAL CHARACTERISTICS.

KEYED NOTES

1. CONTRACTOR SHALL PROVIDE NEW FEEDER FROM EXISTING UTILITY TRANSFORMER. FIELD COORDINATE EXACT DISTANCE AND ROUTING PRIOR TO BIDDING.
2. FIELD COORDINATE EXACT LOCATION OF METER WITH ARCHITECT OWNER.
3. CONTRACTOR SHALL PROVIDE BREAKERS AND FEEDERS FOR CONNECTION TO EXISTING FIELD LIGHTING. ALL FEEDERS SHALL BE ROUTED THROUGH EXISTING LIGHTING CONTROL PANELS TO BE REINSTALLED. FIELD COORDINATE EXACT REQUIREMENTS PRIOR TO BIDDING.

ONE LINE SYMBOL LEGEND

	600A MOLDED CASE CIRCUIT BREAKER. NUMBER INDICATED TRIP RATING		FEEDER CALLOUT, REFER TO FEEDER SCHEDULE
	LIGHTING OR DISTRIBUTION PANELBOARD		AVAILABLE SYMMETRICAL SHORT CIRCUIT CURRENT AT THE EQUIPMENT AS CALCULATED BY THE ENGINEER.
	CURRENT TRANSFORMER		GROUNDING CONNECTION OF SEPARATELY DERIVED SYSTEM
	POTENTIAL TRANSFORMER		DELTA/WYE DRY TYPE TRANSFORMER. TRANSFORMER SHALL BE CONSIDERED A SEPARATELY DERIVED SYSTEM AND SHALL BE GROUNDED PER NEC 250-30.
	DIGITAL METERING PACKAGE (AMPS, VOLTS, KWD, KWH, PF)		
	GROUND FAULT RELAY		
	SURGE PROTECTIVE DEVICE		



One Line Diagram

NONE

FEEDER SCHEDULE (NOTE: ALL CONDUCTORS THHN / THWN U.O.N.)

TAG #	NOMINAL AMPACITY	MINIMUM CONDUIT SIZE (IN)	NO. OF PARALLEL RUNS	MINIMUM CABLE SIZE (AWG)	MATERIAL (INCLUDES ALL CONDUCTORS)	NO. OF CONDUCTORS	EQUIP. GROUND. COND. (AWG)
S-400-C	400A	3"	1	#500MCM	CU	3	
3-400-C	400A	3"	1	#500MCM	CU	3	#3
3-200-C	200A	2"	1	#3/0	CU	3	#6
3-80-C	80A	1"	1	#4	CU	3	#8

Feeder Schedule

NONE

A-17

ROOM			VOLTS 208Y/120V 3P 4W			AIC 22,000					
MOUNTING FLUSH			BUS AMPS 200			MAIN TYPE: 200					
FED FROM UTILITY			NEUTRAL 100%			LUGS STANDARD					
NOTE											

CKT #	CKT BKR	CIRCUIT DESCRIPTION	KVA LOAD			CKT #	CKT BKR	CIRCUIT DESCRIPTION	KVA LOAD		
			A	B	C				A	B	C
1	20/1	LIGHTING	0.67			2	20/1	RECEPTACLE	0.36		
3	20/1	LIGHTING		0.54		4	20/1	RECEPTACLE		1.00	
5	20/1	LIGHTING			0.11	6	20/1	RECEPTACLE			1.00
7	20/1	SPARE	0.00			8	20/1	RECEPTACLE	1.00		
9	20/1	SPARE		0.00		10	20/1	RECEPTACLE		1.00	
11	20/1	SPARE			0.00	12	20/1	RECEPTACLE			1.00
13	20/1	SPARE	0.00			14	20/1	RECEPTACLE	1.00		
15	20/1	SPARE		0.00		16	20/1	RECEPTACLE		0.54	
17	20/1	SPARE			0.00	18	20/1	RECEPTACLE			0.36
19	20/1	SPARE	0.00			20	20/1	ELEC FLUSH	0.54		
21	20/1	SPARE		0.00		22	20/1	ELEC FLUSH		0.54	
23	20/1	SPARE			0.00	24	20/1	RECEPTACLE			0.72
25	20/1	SPARE	0.00			26	40/1	ELECTRIC UNIT HEATER 1	3.00		
27	20/1	SPARE		0.00		28	40/1	ELECTRIC UNIT HEATER 2		3.00	
29	20/1	SPARE			0.00	30	40/1	ELECTRIC UNIT HEATER 3			3.00
31	20/1	SPARE	0.00			32	30/2	MINI SPLIT HEAT PUMP	2.40		
33	20/1	SPARE		0.00		34				2.40	
35	20/1	SPARE			0.00	36	20/1	EXHAUST FAN 1			0.47
37	20/1	SPARE	0.00			38	20/1	EXHAUST FAN 2	0.47		
39	20/1	SPARE		0.00		40	20/1	EXHAUST FAN 3		0.47	
41	20/1	SPARE			0.00	42	20/1	WATER HEATER			0.10
TOTAL CONNECTED KVA BY PHASE									9.44	9.49	6.75

CONN. KVA			CALC. KVA			CONN. KVA			CALC. KVA		
LIGHTING	1.31		1.64		(125%)	CONTINUOUS	0.00		0.00		(125%)
LARGEST MOTOR	4.80		6.00		(125%)	HEATING	0.00		0.00		(100%)
OTHER MOTORS	10.50		10.50		(100%)	NONCONTINUOUS	0.00		0.00		(100%)
RECEPTACLES	9.06		9.06		(50%*10)	KITCHEN EQUIP	0.00		0.00		(N/A)
						NONCOIN/DIVERSE	0.00		0.00		(N/A)
						TOTAL KVA	25.68		27.21		
						BALANCED THREE PHASE AMPS			75.52		

Panel Schedules

NONE



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OFFICE (901) 231-9488
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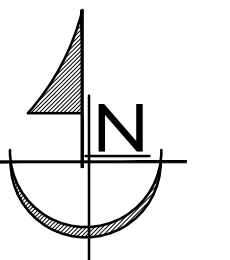
reviewed by:

project title City of Bartlett

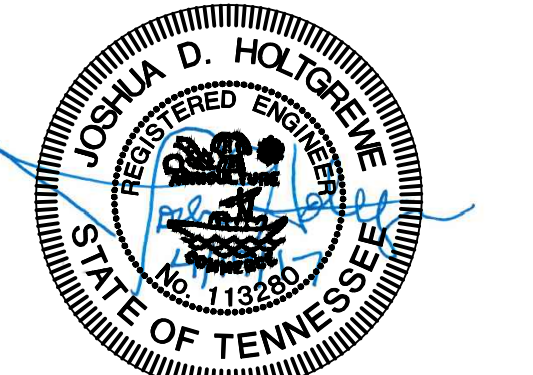
ADA Restroom and Exterior Renovation

Deermont Park
6641 Deermont Dr.
Bartlett, TN 38134

project scales



2 0 2 4 8
1/4" = 1'-0"



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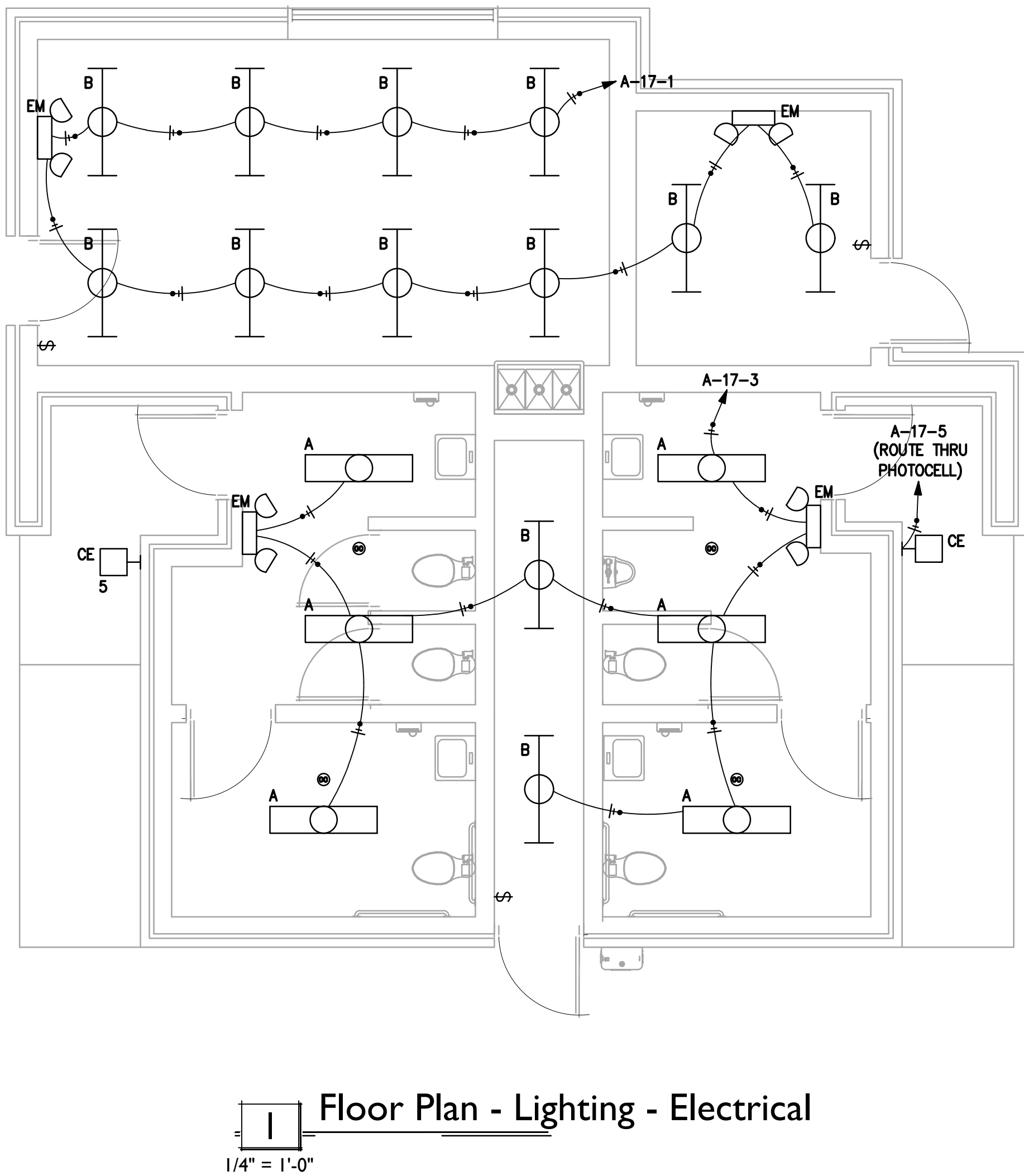
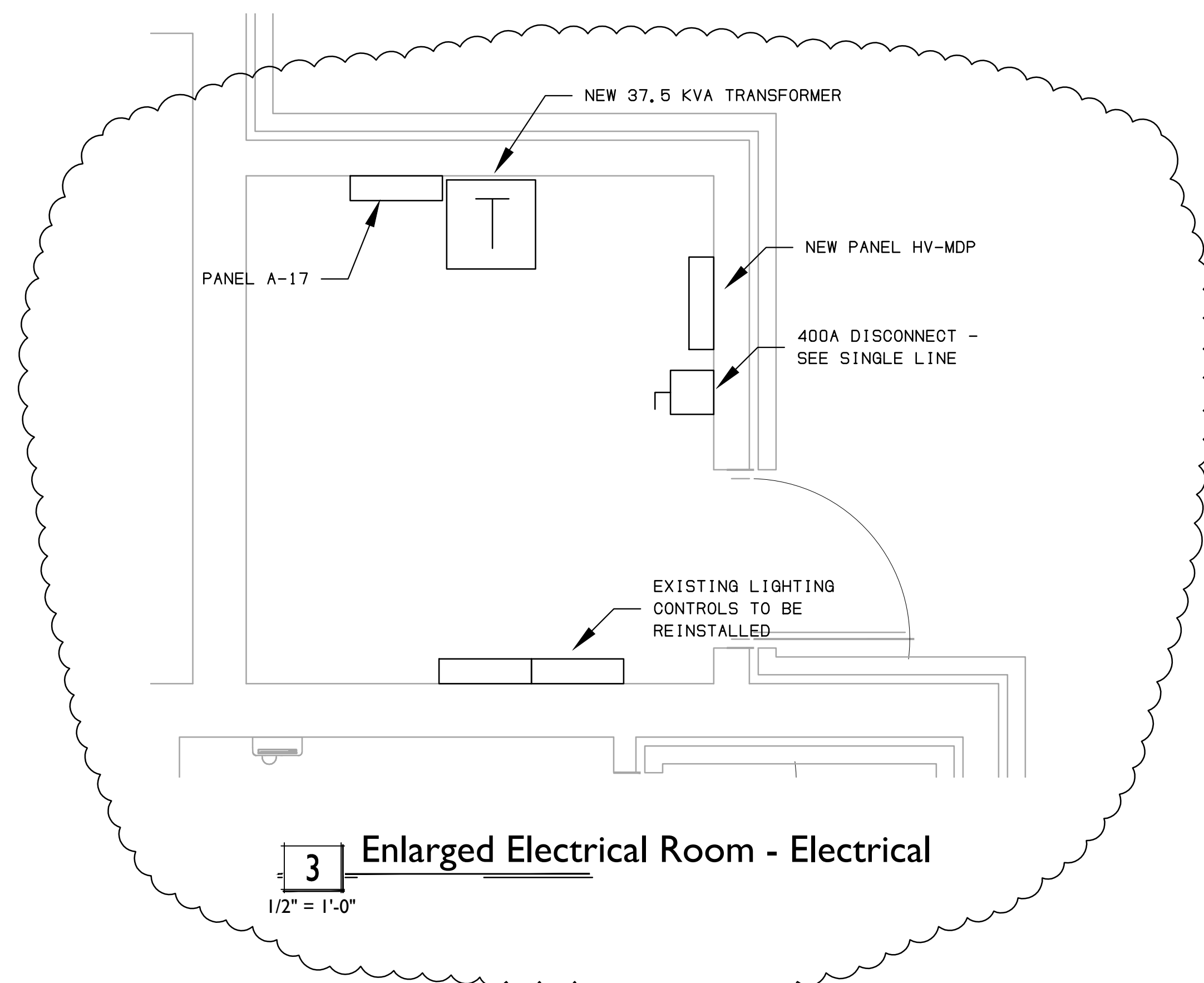
sheet title

One Line Diagram
Electrical

sheet number

E0.3a

(2017.011)



POWER NOTES

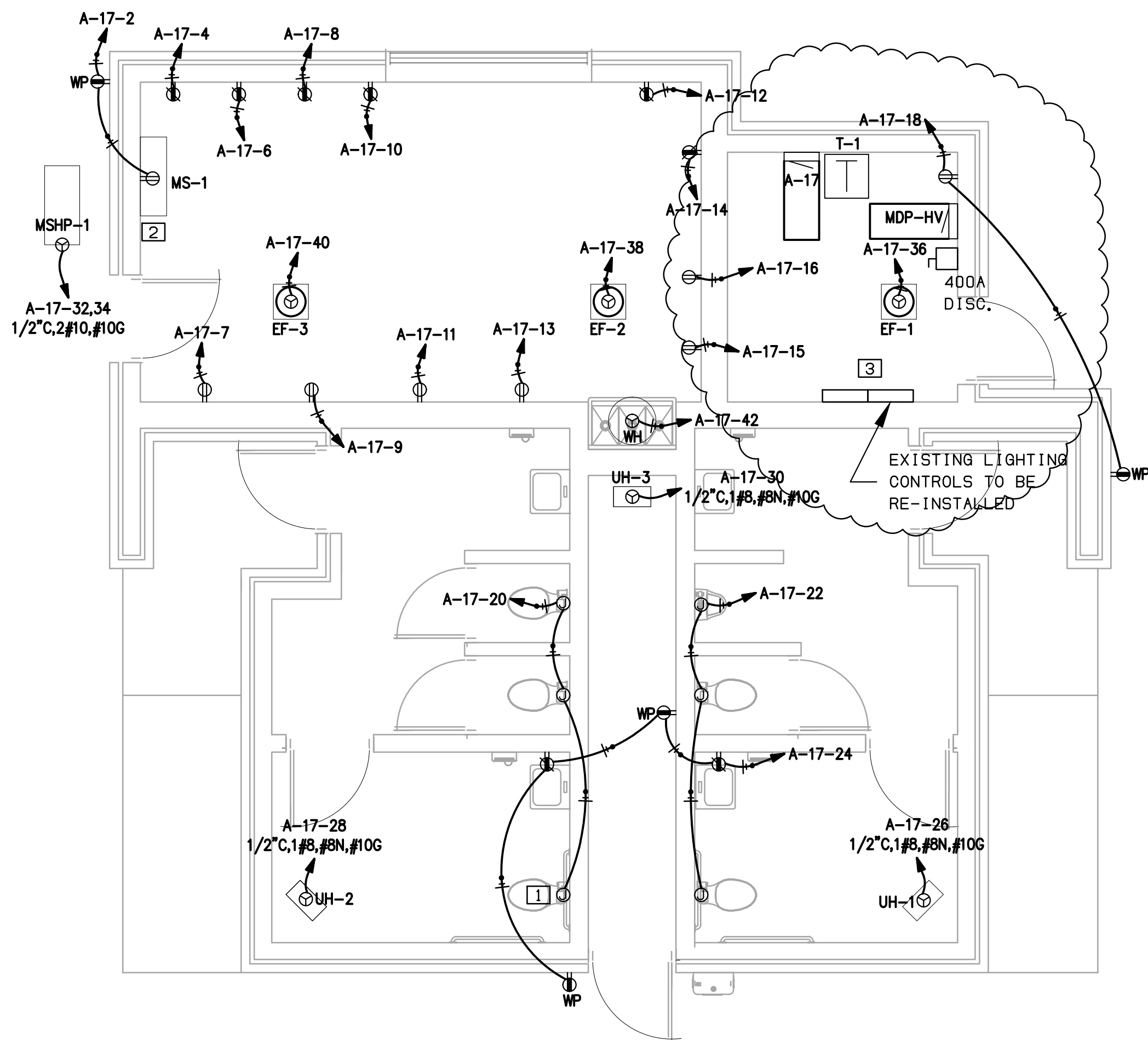
1. CONTRACTOR SHALL PROVIDE ALL CONNECTIONS AS REQUIRED FOR ALL MECHANICAL AND PLUMBING EQUIPMENT. COORDINATE EXACT REQUIREMENTS PRIOR TO ROUGH-IN.
2. CONTRACTOR SHALL VERIFY EXACT REQUIREMENTS OF ALL KITCHEN & SERVICE AREA EQUIPMENT WITH VENDOR/OWNER PRIOR TO ROUGH-IN.

KEYED NOTES

1. CONTRACTOR SHALL PROVIDE 120V CONNECTION FOR ELECTRIC FLUSH (TYP FOR 6)
2. ~~CONTRACTOR SHALL PROVIDE FEEDER AS REQUIRED FROM OUTDOOR HEAT PUMP TO INDOOR UNIT.~~
3. CONTRACTOR SHALL STORE EXISTING LIGHTING CONTROL PANELS DURING DEMOLITION. CONTRACTOR SHALL RE-INSTALL LIGHTING CONTROL PANELS AS PART OF NEW WORK. CONTRACTOR SHALL PULL OUT EXISTING CONDUCTORS FOR FIELD LIGHTING BACK TO FIELD LIGHTING POLES PRIOR TO DEMO. CONTRACTOR SHALL PROVIDE NEW INCOMING CONDUIT FOR LIGHTING CONTROL PANEL AS REQUIRED. RE-PULL AND RE-TERMINATE CONDUCTORS AS REQUIRED. FIELD COORDINATE EXACT REQUIREMENTS PRIOR TO BIDDING. CONTRACTOR IS RESPONSIBLE FOR TESTING AND VERIFICATION OF OPERATION OF ALL FIELD LIGHTING UPON COMPLETION OF WORK.

LIGHTING NOTES

1. CONTRACTOR SHALL COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF ALL EXTERIOR FIXTURES WITH ARCH. ELEVATIONS.

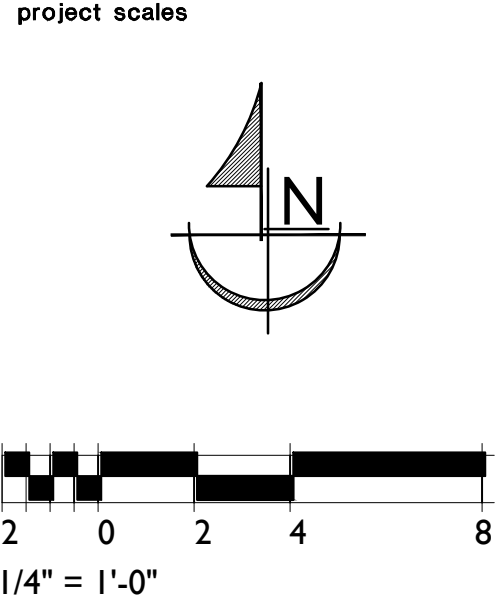


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ADA Restroom and Exterior Renovation

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sheet title	Floor Plan - Lighting, Power & Comm. - Electrical
sheet number	E2.1a
	(2017.011)

BID RESPONSE SHEET

FY2017-04-049-DEERMONT PARK RESTROOM

DUE 05/18/2017 AT 2:00 P.M.

COMPANY/BIDDER	ITEM A--BASE BID	ALTERNATE BID	SUBS LISTED	BID BOND (CHECK IF PROVIDED)	ACKNOWLEDGE ADDENDUM 1
ALBRO CONSTRUCTION	273,000.00	\$325,000.00	RUSHING MECH, AMTECK ELEC., BLAIR PLUMB, ALBRO MASON	•	•
BARNES & BROWER	306,158.00	\$334,821.00	RUSHING PLUMB, R&R HVAC, AMTECK ELEC, METRO MASON	•	•
DESIGN SPECIALTIES	323,307.00	\$363,743.00	KRAG PLUMB, R&R HVAC, RHODES ELEC, METRO MASON	•	
NICKSON GENERAL	Not opened - no subs listed on outside of envelope as required by state law			TN CODE 62- 6-119	
TERRY BELL CONST	269,777.00	\$371,777.00	RHODES ELEC, VOWELL MECH, KRAG PLUMB, MASONRY	•	•
WAGNER GENERAL	293,400.00	\$332,000.00	RUSHING PLUM, RUSHING MECH, AMTECK ELECT, METRO MASON	•	•



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 06/27/17 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Fiscal Year 2018 annual transportation projects.

The Fiscal Year 2018 Annual Bids for Asphalt Pavement, Traffic Signal Maintenance, and Concrete Replacement were advertised in *The Daily News* and on the City of Bartlett website on May 30, 2017. On June 15, 2017 we received bids for these yearly contracts. The bid prices submitted by the contractors are included as attachments. Based on the bid prices submitted, please award these bids to each of the following contractors:

Asphalt Pavement	Standard Construction Co. Inc. (option I) Lehman-Roberts Company (option I) APAC-Tennessee, Inc. (option I)
Traffic Signal Maintenance	Shelby Electric Co.
Concrete Replacement	Mark Weeks Construction

The City Asphalt Pavement contract for FY2018 is being awarded to Lehman-Roberts, Co. using option I, for the period from July 1, 2017 through June 30, 2018. Funding is available in Account 311.48311.780.446.

Asphalt Pavement is being awarded to all three vendors for the item 411-D, to be picked up at the plant as Public Works uses this item throughout the year as needed for patching. Public Works crews will pick it up from whichever asphalt plant and vendor has that asphalt mix available at that time.

Traffic Signal Maintenance is being awarded to Shelby Electric Company Funding is available in Account 121.48121.979.

Concrete Replacement is being awarded to Mark Weeks Construction. Funding is available in Accounts 121.48121.966 and 121.48121.975.

All of these contractors have performed work in the City of Bartlett.

A copy of the bid tabulation sheets are posted below.

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

BIDDER'S TABULATION SHEET
FY2017-05-056 ASPHALT PAVEMENT
DUE : June 15, 2017

OPTION 1: SPECIFICATIONS FOR FISCAL YEAR

Bidder	411 - D		307 - C			Milling (\$/ton)	Adjustment of Manholes (\$/EACH)
	In Place (\$/ton)	Picked up (\$/ton)	Patching (\$/ton)	In Place (\$/ton)	Patching, Subdivisions (\$/ton)		
Lehman Roberts	\$79.50	\$55.00	\$137.50	\$110.00	\$137.50	\$37.00	\$100.00
Standard	\$80.30	\$49.75	\$136.50	\$94.50	\$136.50	\$28.00	\$92.00
APAC	\$92.50	\$65.00	\$175.00	\$135.00	\$275.00	\$30.00	\$115.00

OPTION 2: SPECIFICATIONS FOR SUMMER/FALL

Bidder	411 - D		307 - C			Milling (\$/ton)	Adjustment of Manholes (\$/EACH)
	In Place (\$/ton)	Picked up (\$/ton)	Patching (\$/ton)	In Place (\$/ton)	Patching, Subdivisions (\$/ton)		
Lehman Roberts	\$82.00	\$53.00	\$142.00	\$115.00	\$142.00	\$52.00	\$100.00
Standard	\$79.65	\$48.00	\$136.50	\$94.50	\$136.50	\$28.00	\$92.00
APAC	\$92.50	\$65.00	\$175.00	\$135.00	\$275.00	\$30.00	\$115.00

OPTION 3: SPECIFICATIONS FOR FISCAL YEAR WITH ASPHALT INDEX

Bidder	411 - D		307 - C			Milling (\$/ton)	Adjustment of Manholes (\$/EACH)
	In Place (\$/ton)	Picked up (\$/ton)	Patching (\$/ton)	In Place (\$/ton)	Patching, Subdivisions (\$/ton)		
Lehman Roberts	\$78.50	\$53.00	\$137.50	\$110.00	\$137.50	\$37.00	\$100.00
Standard	\$80.65	\$50.75	\$136.50	\$94.35	\$136.50	\$28.00	\$92.00
APAC	\$92.50	\$65.00	\$175.00	\$135.00	\$275.00	\$30.00	\$115.00

Attachment: asphalt bid results (2139 : Transportation Engineering Yearly Bids)

Bidder's Tabulation Sheet
FY2017-05-055 Concrete Replacement
Due Date: Thursday, June 15, 2017 2:00 pm

Item	Unit	A&B	Mark Weeks
		Bid Price	Bid Price
6-30 Curb and Gutter (SCS-1)	LF	\$40.25	\$31.00
Drive Gutter	LF	\$34.50	\$33.50
5' Minimum Handicap Ramp (SCS-2)	EACH	\$1,242.00	\$1,300.00
10' New Construction Ramp with Coping (SCS-3)	EACH	\$2,400.05	\$2,350.00
10' New Construction Ramp (SCS-4)	EACH	\$2,194.20	\$2,175.00
10' Retrofit Ramp with Coping (SCS-5)	EACH	\$2,311.50	\$2,400.00
10' Retrofit Ramp (SCS-6)	EACH	\$2,300.00	\$2,300.00
One Way Handicap Ramp (SCS-7)	EACH	\$1,035.00	\$700.00
T-Intersection Parallel Handicap Ramp (SCS-8)	EACH	\$2,300.00	\$825.00
Coping Wall (SCS-2, SCS-3, SCS-5)	LF	\$3.50	\$10.00
Detectable Warning Surface Mat (all ramp details)	EACH	\$375.00	\$275.00
Driveway Apron, Residential 6" (SCS-9, SCS-12)	SF	\$8.00	\$6.75
Driveway Apron, Commercial 8" (SCS-12)	SF	\$8.75	\$8.50
Remove and Replace Sidewalk (SCS-10)	LF	\$40.25	\$30.00
New Construction Sidewalk (SCS-10)	LF	\$34.50	\$26.00
Saw-Cutting (4" thick)	LF	\$4.60	\$3.50
Saw-Cutting (6" or 8" thick)	LF	\$7.50	\$4.00
Water Table (SCS-11)	SF	\$8.65	\$9.75
Caulk	LF	\$3.50	\$3.50
Sod	SY	\$9.20	\$4.75
Fill Sand	TON	\$18.98	\$19.00

Attachment: concrete bid results (2139 : Transportation Engineering Yearly Bids)

BID TABULATION

7.7.c

FY2017-05-054 TRAFFIC SIGNAL MAINTENANCE

DUE: JUNE 15, 2017 2:00 PM

Shelby Electric Co.

McCrorry Electric Co.

Personnel		Rate/Hour		Rate/Hour	
Item	Employee Classification	Business Hours (M-F, 8AM-5PM)	After Hour/ Emergency	Business Hours (M-F, 8AM-5PM)	After Hour/ Emergency
1	Traffic Signal Technician, IMSA Level 1	\$65.00	\$95.00	\$72.30	\$104.20
2	Traffic Signal Technician, IMSA Level 2	\$80.00	\$115.00	\$75.55	\$110.00
3	Traffic Signal Aide	\$40.00	\$60.00	\$55.35	\$79.30
4	Journeyman Electrician	\$63.00	\$90.00	\$72.30	\$104.20
5	Electrician Helper	\$48.00	\$75.00	\$55.35	\$79.30

Equipment		Rate/Hour		Rate/Hour	
Item	Description	Business Hours (M-F, 8AM-5PM)	After Hour/ Emergency	Business Hours (M-F, 8AM-5PM)	After Hour/ Emergency
1	Bucket Truck	\$70.00	\$70.00	\$45.30	\$45.30
2	3/4 ton Crew Truck	\$15.00	\$15.00	\$17.10	\$17.10
3	1 ton Service Truck	\$15.00	\$15.00	\$17.60	\$17.60
4	Pole trailer	\$20.00	\$20.00	\$98.00	\$125.50
5	Excavator	\$75.00	\$75.00	\$90.35	\$90.35
6	Trencher	\$50.00	\$50.00	\$73.50	\$73.50
7	15 ton Boom Truck	\$200.00	\$250.00	\$95.05	\$122.55

Materials Markup (%)

20

10

Attachment: signal bid results (2139 : Transportation Engineering Yearly Bids)

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/27/17 07:00 PM

Department: Finance

Category: Agreement

Prepared By: Dick Phebus

Department Head: Dick Phebus

Lease contract renewal with Vertical Bridge.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Emily Elliott, Alderman**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Sedgwick

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/27/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Department Head: Dick Phebus

Contract amendment for temporary employment services.

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

MOVER: Emily Elliott, Alderman

SECONDER: Bobby Simmons, Alderman

AYES: Pleasant, Elliott, Parsons, Simmons, Sedgwick

FIRST AMENDMENT TO
TEMPORARY EMPLOYMENT SERVICES – CITY WIDE CONTRACT

This First Amendment to TEMPORARY EMPLOYMENT SERVICES – City Wide Contract (the “First Amendment”) is entered into on June ____, 2017 between the City of Bartlett, Tennessee (the “City”), and Conexx Staffing Services, Inc. a Tennessee Corporation (the “Contractor”).

Recitals

A. The City and Conexx Staffing Services, predecessor-in-interest to the Contractor entered into that certain Temporary Employment Services Contract dated October 14, 2016, (collectively, the “Agreement”), pursuant to which the Contractor agreed to provide temporary employment services for all departments of the City as stated on the pricing sheet.

B. The City and the Contractor desire to amend the Contract as follows:

1. To **CHANGE** the name of the contractor from Conexx Staffing Services, Inc. to Stinson Services, Inc., State of Tennessee Department of Revenue Certificate of Registration dated January 28, 2017, (principals remain the same) a Tennessee Corporation;

And

2. To **CLARIFY** the base pay rate and overtime pay rate. Note: the Bill Rate percentage will remain as the original contract at 33%. Clarification as below:
 - Agency can provide general laborers for landscape services such as mulching, trimming, weed eating, blowing and other required yard maintenance. (no mowing) NOTE: Employee must be able to perform physical labor outside in extreme temperatures.
Employee Hourly Pay: **\$ 10.00** Overtime Pay: **\$ 15.00**
Bill Rate: **33 %**
 - Agency can provide laborers for solid waste/trash pick-up, including the physical ability to stand on the back of a refuse/sanitation truck. (Only 2 to 6 employees will be needed for this function.) NOTE: Verify Workers’ Compensation Coverage.
Employee Hourly Pay: **\$ 12.00** Overtime Pay: **\$ 18.00**
Bill Rate: **33 %**

Contract Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

1. Term. The parties agree that the original term of the Agreement shall remain in place to expire on June 30, 2018, and that the parties shall retain the right to renew the Agreement for two (2) successive additional terms in accordance with Section 2.00 of the Agreement. The City and the Contractor shall have the right of termination pursuant to Section 2 below.
2. Termination. Notwithstanding anything to the contrary in the Agreement, the parties agree that the City and the Contractor shall each have the option to terminate the Agreement beginning annually on June 30, 2018 as long as the party desiring to terminate the Agreement provides the other party with at least sixty (60) days written notice.
3. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment shall prevail.
4. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
5. Execution in Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Signatures on next page

Contract No.: FY2017-08-001A
First Amendment – June 2017

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be executed as of the date first written above.

CITY OF BARTLETT

BY: _____

PRINT NAME: A. Keith McDonald

TITLE: Mayor, City of Bartlett

(SEAL)

ATTEST:

NAME: _____
(Please Print)

TITLE: _____

STINSON SERVICES, INC.

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL)

ATTEST:

NAME: _____
(Please Print)

TITLE: _____

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED

Meeting: 06/27/17 07:00 PM

Department: Personnel

Category: Proposal

Prepared By: Dick Phebus

Department Head: Ted Archdeacon

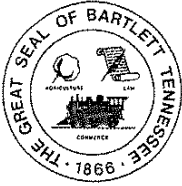
AGENDA ITEM

Property, General Liability, Auto, Worker's Compensation, and Other Insurance Renewals.

The City has received its Property, General Liability, Auto, and other insurance renewal quotations from the TML Insurance Pool. Bartlett School Board has elected again to renew its general liability insurance separately through TML. Building and property, auto, and worker's compensation insurance are quoted with combined city and school premiums as shown in June 27, 2017 memorandum to the Board of Mayor and Aldermen.

Thank you for your consideration of this insurance coverage for Fiscal Year 2018.

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



City of Bartlett

A. Keith McDonald, Mayor

FINANCE DEPARTMENT MEMORANDUM

DATE: June 27, 2017

TO: Mayor and Board of Aldermen

FROM: Dick Phebus 

RE: Property, Liability, Auto, and Other General Insurance renewals

We have received our Property, General Liability, Auto, and other insurance renewals for the 2018 fiscal year. Here is a summary of the various coverages:

	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018
Gen. Liability, Law Enforcement, E & O, Auto Liability, Auto Physical Damage	City \$334,093 Schools <u>46,764</u> Total \$380,857	City \$408,033 Schools <u>50,253</u> Total \$458,286	City \$472,543	City \$452,787
Building & Property, EDP, Mobile Equip., Employee Dishonesty, Automatic Coverages	City \$154,121 Schools <u>228,375</u> Total \$382,496	City \$164,884 Schools <u>235,635</u> Total 400,519	City \$154,666 Schools <u>\$244,535</u> Total \$399,201	City \$167,638 Schools <u>\$272,496</u> Total \$440,134
Worker's Comp.	City \$708,233 Schools <u>111,764</u> Total \$819,997	City \$716,047 Schools <u>138,541</u> Total \$854,588	City \$681,885 Schools <u>\$138,541</u> Total \$820,426	City \$650,196 Schools <u>\$81,093</u> Total \$731,289

Notes:

- Bartlett City Schools elected to renew their general liability policy separately in FY2017. They will reimburse the City of Bartlett for their share of the building and property premiums and worker's compensation premiums as shown in premium breakdown in Fiscal 2018 column in table above.
- Total Earthquake coverage is \$10 million. (*premium included in automatic coverages with TML*)
- Workers' Comp premium reduction of 10.8%. Our experience modifier decreased from .927 to .879.
- Decrease to General Liability of 4.1%; increase in Building & Property due to increase in exposures
- All rates and premiums are net of member dividends as follows:
 - Gen. Liability \$47,631
 - Buildings & Property \$16,041
 - Work Comp \$70,159

After carefully reviewing all rates, it is our recommendation that we continue coverage with TML Risk Management Pool (The Pool) and renew our insurance coverages for fiscal year 2018.

Thank you for your consideration of this item.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 06/27/17 07:00 PM

Department: Finance

Category: Report

Prepared By: Eric Phan

Department Head: Dick Phebus

Treasurer's Report for May 2017.**RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Emily Elliott, Alderman**SECONDER:** Bobby Simmons, Alderman**AYES:** Pleasant, Elliott, Parsons, Simmons, Sedgwick

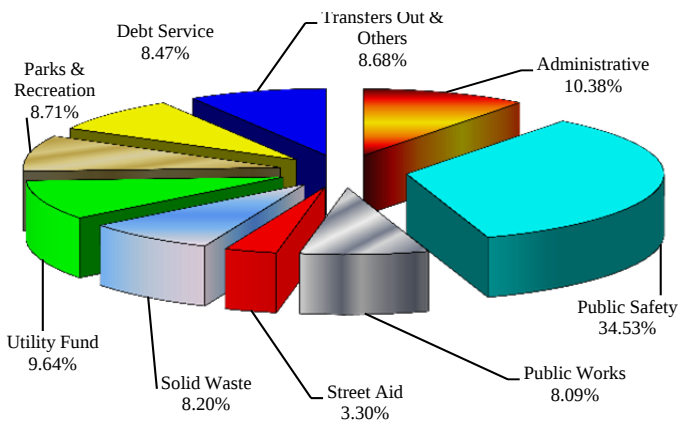


City of Bartlett

FINANCIAL REPORT

May 31, 2017

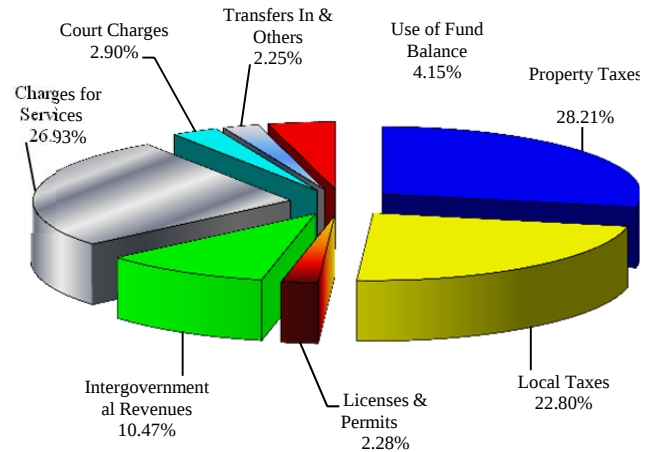
Total Expenditures, FY 2017 Budget: \$72,630,170



BUDGET HIGHLIGHTS

- Building & Development Fees are more than budget. Local Sales & State Sales Taxes are below budget. Other revenues are within budget.
- 2nd delinquent property tax notices will be sent at the end of June.
- Fiscal Year 2018 budget were presented to the Board of Mayor and Aldermen on May 9.

Total Revenues, FY 2017 Budget: \$72,630,170



FY 2017 YEAR-TO-DATE For The Period Ending May 31, 2017

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 7,139,615	\$ 5,848,011
Public Safety	24,640,729	22,773,206
Public Works	5,760,665	5,142,793
Parks and Recreation	5,634,400	4,779,059
Performing Arts	601,966	523,162
Transfers & Other Gen. Fund Items	3,855,646	3,965,759
Subtotal	\$ 47,633,021	\$ 43,031,990
General Fund Revenues		
Property Taxes	\$ 20,492,302	\$ 20,127,915
Local Taxes	13,222,946	10,490,018
Building and Development Fees	1,657,700	1,540,655
Intergovernmental	6,027,000	4,172,600
Charges for Services	3,985,384	3,473,654
Court Charges	180,000	1603,809
Other Revenue	437,689	4013.18
Subtotal	\$ 47,633,021	\$ 41,809,969
Special Rev. Funds -Expenditures	\$ 9,855,446	\$ 13,506,848
Special Rev. Funds -Revenues	\$ 9,855,446	\$ 12,818,503
Utility Expenses	\$ 10,606,000	\$ 9,169,374
Utility Revenues	\$ 10,606,000	\$ 7,710,347
Debt Service Expenditures	\$ 4,535,703	\$ 4,493,655
Debt Service Revenues	\$ 4,535,703	\$ 3,404,294
Total Expenditures	\$ 72,630,170	\$ 70,201,869
Total Revenues	\$ 72,630,170	\$ 65,743,114

Note: FY 2017 Adopted Budget includes use of fund balance in the Special Revenue Funds, Utility Fund and Debt Service Fund.

Attachment: May17FinRprt (2136 : Treasurer's Report for May 2017)



City of Bartlett -- Financial Summary For The Period Ending May 31, 2017



	FY 2016 Actual	FY 2017 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2016	Year-to-Date Actual FY 2017	Increase/ Decrease in \$	Percent of FY 2016 Actual	Percent of FY 2017 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 6,495,877	\$ 7,139,615	\$ 643,738	\$ 5,759,500	\$ 5,848,011	\$ 88,511	88.66%	81.91%	-6.75%
Public Safety	23,004,852	24,640,729	1,635,877	21,631,957	22,773,206	1,141,249	94.03%	92.42%	-1.61%
Public Works	5,393,002	5,760,665	367,663	4,812,281	5,142,793	330,512	89.23%	89.27%	0.04%
Parks and Recreation	5,247,535	5,599,118	351,583	4,772,619	4,779,059	6,439	90.95%	85.35%	-5.60%
Performing Arts	561,925	637,248	75,323	513,240	523,162	9,922	91.34%	82.10%	-9.24%
Transfers & Other Gen. Fund Items	5,409,674	3,855,646	(1,554,028)	5,401,790	3,965,759	(1,436,031)	99.85%	102.86%	3.00%
Total General Fund Expenditures	\$ 46,112,864	\$ 47,633,021	\$ 1,520,157	\$ 42,891,388	\$ 43,031,990	\$ 140,602	93.01%	90.34%	-2.67%
General Fund Revenues									
Property Taxes	\$ 20,086,325	\$ 20,492,302	\$ 405,977	\$ 19,935,251	\$ 20,127,915	\$ 192,664	99.25%	98.22%	-1.03%
Local Taxes	12,924,927	13,222,946	298,019	10,188,730	10,490,018	301,288	78.83%	79.33%	0.50%
Building and Development Fees	1,681,585	1,657,700	(23,885)	1,364,133	1,540,655	176,523	81.12%	92.94%	11.82%
Intergovernmental	5,862,933	6,027,000	164,068	4,087,705	4,172,600	84,895	69.72%	69.23%	-0.49%
Charges for Services	3,854,134	3,985,384	131,250	3,370,179	3,473,654	103,475	87.44%	87.16%	-0.28%
Court Charges	1,452,213	1,810,000	357,787	1,307,507	1,603,809	296,302	90.04%	88.61%	-1.43%
Other Revenue	453,379	437,689	(15,690)	426,195	401,318	(24,877)	94.00%	91.69%	-2.31%
Total General Fund Revenues	\$ 46,315,496	\$ 47,633,021	\$ 1,317,525	\$ 40,679,699	\$ 41,809,969	\$ 1,130,271	87.83%	87.78%	-0.06%
Special Revenue Funds									
Street Aid Fund	\$ 2,208,900	\$ 2,395,000	\$ 186,100	\$ 1,955,126	\$ 1,912,747	\$ (42,379)	88.51%	79.86%	-8.65%
Solid Waste Fund	6,214,573	6,157,049	(57,524)	5,612,454	5,330,224	(282,230)	90.31%	86.57%	-3.74%
General Improvement Fund	662,366	662,500	134	625,736	768,284	142,548	94.47%	115.97%	21.50%
Drug Enforcement Fund	268,214	334,400	66,186	244,005	159,643	(84,362)	90.97%	47.74%	-43.23%
DEA Enforcement Fund	213,598	100,500	(113,098)	213,598	2,171	(211,427)	100.00%	2.16%	-97.84%
Drainage Control Fund	95,245	115,711	20,466	87,512	87,330	(182)	91.88%	75.47%	-16.41%
Park Improvement Fund	0	90,286	90,286	0	0	0	0.00%	0.00%	0.00%
Grant Funds	3,382,687	0	(3,382,687)	1,511,363	5,246,450	3,735,087	44.68%	0.00%	-44.68%
Special Revenue Funds - Expenditures	\$ 13,045,583	\$ 9,855,446	\$ (3,190,137)	\$ 10,249,793	\$ 13,506,848	\$ 3,257,056	78.57%	137.05%	58.48%
Special Revenue Funds - Revenues	\$ 12,093,363	\$ 9,855,446	\$ (2,237,917)	\$ 9,179,189	\$ 12,818,503	\$ 3,639,314	75.90%	130.07%	54.16%
Utility Fund									
Total Utility Operations	\$ 6,355,674	\$ 8,989,401	\$ 2,633,727	\$ 5,444,003	\$ 7,592,306	\$ 2,148,303	85.66%	84.46%	-1.20%
Total Utility Debt Expenses	1,675,471	1,616,599	(58,872)	1,661,967	1,577,069	(84,899)	99.19%	97.55%	-1.64%
Total Utility Expenses	\$ 8,031,145	\$ 10,606,000	\$ 2,574,855	\$ 7,105,971	\$ 9,169,374	\$ 2,063,404	88.48%	86.45%	-2.03%
Total Utility Revenues	\$ 8,789,603	\$ 10,606,000	\$ 1,816,397	\$ 7,598,111	\$ 7,710,347	\$ 112,237	86.44%	72.70%	-13.75%
Debt Service Fund									
Total Debt Service Expenditures	\$ 4,202,697	\$ 4,535,703	\$ 333,006	\$ 4,201,708	\$ 4,493,655	\$ 291,948	99.98%	99.07%	-0.90%
Total Debt Service Revenues	\$ 4,104,772	\$ 4,535,703	\$ 430,931	\$ 3,290,126	\$ 3,404,294	\$ 114,168	80.15%	75.06%	-5.10%
Total Expenditures	\$ 71,392,289	\$ 72,630,170	\$ 1,237,881	\$ 64,448,859	\$ 70,201,869	\$ 5,753,009	90.27%	96.66%	6.38%
Total Revenues	\$ 71,303,234	\$ 72,630,170	\$ 1,326,936	\$ 60,747,125	\$ 65,743,114	\$ 4,995,989	85.20%	90.52%	5.32%



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

SCHEDULED

ORDINANCE (ID # 2141)

Meeting: 06/27/17 07:00 PM
Department: Administration
Category: Amendment
Prepared By: Stefanie McGee
Initiator: Mark Brown
Sponsors:
DOC ID: 2141

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.

WHEREAS, the City of Bartlett has adopted purchasing procedures for the protection of taxpayers' monies, and

WHEREAS, the City has established different levels of purchase authority, and

WHEREAS, the State of Tennessee Legislature allows municipalities with a full-time purchasing agent and centralized purchasing authority to increase the dollar amount of administrative approvals from ten thousand dollars (\$10,000) to a maximum of twenty-five thousand dollars (\$25,000), by ordinance, via the Municipal Purchasing Law of 1983 (T.C.A. 6-56-301 and following sections).

WHEREAS, the City of Bartlett has recently hired a full-time purchasing agent and established centralized purchasing authority, thereby meeting the requirements of the Municipal Purchasing Law of 1983.

NOW THEREFORE BE IT HEREBY ORDAINED by the City of Bartlett Board of Mayor and Aldermen to amend the City's purchasing requirements set forth in Codified Ordinance 5-102, 5-103, and 5-104 as follows:

SECTION I.

5-102. Purchases in excess of ~~\$10,000.00~~ \$25,000.

Formal publication in a newspaper of general circulation in Shelby County shall be made to solicit bids from all interested bidders and in addition there shall be sent an invitation to bid to all persons recorded in the Registry of Bidders for purchases of value greater than ~~ten~~ twenty-five thousand dollars (~~\$10,000.00~~) (\$25,000). Publication shall be made not less than ten (10) days before bids are accepted. Bids shall be opened and read

aloud at the time and date specified in the invitation to bid and after review by the appropriate city personnel presented to the board of mayor and aldermen for review and action.

SECTION 2.

5-103. Purchases between ~~\$4,000.00~~ \$10,000 and ~~\$10,000.00~~ \$25,000.

(1) Purchase order request form contains the following minimum information for purchases between four ten thousand dollars (~~\$4,000.00~~) (~~\$10,000~~) and ten twenty-five thousand dollars (~~\$10,000.00~~) (\$25,000) must be submitted.

- (a) Department making request;
- (b) Items requested;
- (c) Reason for request;
- (d) Line item expense code;
- (e) Assurance of funds availability per budget;
- (f) Bids from a minimum of three (3) suppliers or justification as to why three (3) bids were not obtained;
- (g) Signature of department head (or approved representative).

(2) After approval from the mayor's office the request shall be forwarded to accounting where a purchase order authorizing the expenditure will be issued.

SECTION 3.

5-104. Purchases of ~~\$4,000.00~~ \$10,000 or less.

A purchase order request form as outlined under § 5-103 of this chapter may be submitted directly to accounting for issuance of a purchase order for purchases of four ten thousand dollars (~~\$4,000.00~~) (~~\$10,000~~) or less. In no case can the procedure be used when the amount of the purchase would exceed budgeted authorization.

SEVERABILITY - Should any portion 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.

EFFECTIVE DATE This Ordinance shall become effective after its final passage, the public welfare requiring it.

First Reading: June 27, 2017

Second Reading: July 11, 2017
 Third Reading: July 25, 2017

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

A. Keith McDonald, Mayor

Stefanie McGee, City Clerk

COMMENTS - Current Meeting:

Mr. Brown explained that this ordinance amendment will bring the City in line with the State's Municipal Purchasing Law of 1983. If a City has a centralized purchasing system through a purchasing agent, purchases up to \$25,000 can be made with administrative approval.

RESULT:	APPROVED ON FIRST READING [UNANIMOUS]	Next:
	7/11/2017 7:00 PM	
MOVER:	W.C. Pleasant, Alderman	
SECONDER:	Bobby Simmons, Alderman	
AYES:	Pleasant, Elliott, Parsons, Simmons, Sedgwick	



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

RESOLUTION 01-17

Meeting: 06/27/17 07:00 PM

Department: Finance

Category: Amendment

Prepared By: Dick Phebus

Initiator: Dick Phebus

Sponsors:

DOC ID: 2135

Resolution 30-17, a resolution to amend the Fiscal Year 2017 School Education Capital Project Fund.

WHEREAS, the Bartlett Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education General Purpose School Fund Budget and other School Special Revenue Fund budgets, as amended; and

WHEREAS, the Bartlett City Board of Education has approved a budget amendment to its FY2017 Education Capital Projects Fund Budget approved on June 22, 2017 which is labeled "Exhibit A" and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the June 22, 2017, amendments to the FY2017 Education Capital Projects Fund Budget of the Bartlett City Board of Education is approved, as detailed in the attached document labeled "Exhibit A".

Adopted this day of June 27, 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. Brown explained that the Bartlett Board of Education approved this budget amendment at its June 22 meeting. This amendment will add funds for three additional capital projects.

Mark - approved by Bartlett school board
three capital projects

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

EXHIBIT A



RESOLUTION 4-20

A RESOLUTION TO AMEND THE 2016-2017 FISCAL YEAR EDUCATIONAL CAPITAL PROJECTS FUND OF THE BARTLETT CITY SCHOOLS.

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

WHEREAS, these amendments to the Education Capital Projects Fund Budget change the total amount of the budget.

2016-17 EDUCATION CAPITAL PROJECT FUND BUDGET REVENUES	\$4,371,506.50
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Revenues are amended in the following categories:

177-49810-00000-000-0000-5147 Misc. Revenues ? Medical Manufacturing Building HVAC is amended from \$0 to \$36,000	\$36,000
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177-441700-00000-000-0000-5157 Misc. Revenues ? Ellendale Restroom Renovation is amended from \$0 to \$130,000	\$130,000
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177-44170-00000-000-0000-5167 Misc. Revenues ? Soccer Field Building is amended from \$0 to \$200,000	\$200,000
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Amended 2016-17 Education Capital Project Fund Budget Revenues	\$4,737,506.50
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2016-17 EDUCATIONAL CAPITAL PROJECT FUND BUDGET EXPENDITURES	\$4,371,506.50
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Expenditures are amended in the following categories:

177-91300-39900-000-0000-5147 Other Contracted Services ? Medical Manufacturing Building HVAC is amended from \$0 to \$36,000	\$36,000
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177-91300-39900-000-0000-5157 Other Contracted Services ? Ellendale Restroom Renovation is amended from \$0 to \$130,000	\$130,000
--	-----------

177-91300-39900-000-0000-5167 Other Contracted Services ? Soccer Field
Building is amended from \$0 to \$200,000

\$200,000

Amended 2016-17 Education Capital Project Fund Budget Expenditures \$4,737,506.50

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

Section 1. That the Education Capital Projects Fund Budget for the 2016-2017 school year for the Bartlett City Schools as presented in official budget documents is hereby amended by reference in the following amounts:

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

Section 3. That this resolution shall become effective June 22, 2017 from and after its adoption by the Bartlett City Board of Education.

Adopted this ____ day of June, 2017.

Jeff Norris, Chairman
Bartlett City Board of Education

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

APPROVED AS TO FORM:
Kari Shoopman, General Counsel

Attachment: 4-20 Capital Proj Fund Amendment 16-17.pdf (01-17 : Res 30-17 Education Capital Projects June 2017)